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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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March 12, 2024

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, to amend existing contracts with the Contractors listed below to operate Peer Support Agencies for the provision of peer support to individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services, by exercising a contract renewal option by increasing the total price limitation by $6,392,978 from $6,392,978 to $12,785,956 and by extending the contract completion date from June 30, 2024, to June 30, 2026, effective July 1, 2024, upon Governor and Council Approval. 39% Federal Funds. 61% General Funds.

(2) Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into an amendment to an existing contract with On the Road to Recovery, Inc. d/b/a On the Road to Wellness (vendor #158839), Manchester, NH, to facilitate a New Hampshire Peer Practices Community of Practice, as recommended per the New Hampshire Peer Workforce Advancement Plan in Regions VII and X (Manchester & Derry), by exercising a contract renewal option by increasing the price limitation by $1,343,564 from $1,193,564 to $2,537,128 and by extending the contract completion date from June 30, 2024, to June 30, 2026, effective upon Governor and Council approval. 45% Federal Funds. 55% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #26.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Region VIII Portsmouth	$706,686	$706,686	$1,413,372
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Region VI Nashua	$1,125,368	$1,125,368	$2,250,736
Infinity Peer Support Cooperative (Rochester, NH)	157797-B001	Region IX Rochester	$560,608	$560,608	$1,121,216
Lakes Region Consumer Advisory Board (Laconia, NH)	157060-B001	Regions III & IV Laconia & Concord	$980,936	$980,936	$1,961,872
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Region V Keene	$799,798	$799,798	$1,599,596
The Alternative Life Center (Conway, NH)	168081-B001	Region I Conway, Colebrook, Littleton & Berlin	$1,245,310	$1,245,310	$2,490,620
The Stepping Stone Drop-In Center Association (Claremont, NH)	157967-B001	Region II Claremont & Lebanon	$974,272	$974,272	$1,948,544
		Total:	$6,392,978	$6,392,978	$12,785,956

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of Request #1 is for the continued operation of Peer Support Agencies for the provision of peer support for individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at significant risk of becoming a recipient of mental health services. Additionally, to add scope that aligns with the recommendations included in the 10-Year Mental Health Plan and the New Hampshire Peer Workforce Advancement Plan to ensure the Contractors provide services that enhance personal wellness, independence, and recovery through increased personal awareness and mental illness of symptom management.

The purpose of Request #2 is to add scope to the contract with On the Road to Recovery, Inc. dba On the Road to Wellness to facilitate a New Hampshire Peer Practices Community of Practice (COP), as recommended per the New Hampshire Peer Workforce Advancement Plan. This Contractor was identified by the Department because of their ability to immediately implement the scope of services requested. Additionally, the Contractor will continue to provide peer support services.

Approximately 2,500 individuals will be served during State Fiscal Years 2025 and 2026.

The Contractors will continue to provide peer support services that foster recovery from mental illness, or co-occurring mental illness and substance use disorders, while promoting self-advocacy. Peer services provide an alternative, non-clinical array of supports and services that reduce the use of emergency room and hospitalization stays. By continuing to provide peer support, peer education, and peer programming, the Contractors will assist individuals to develop skills to manage and cope with symptoms of illness, and to identify, and use, natural supports. Additionally, the implementation of the New Hampshire Peer Practices COP will focus on peer support best practices and Substance Abuse Mental Health Services Administration national guidelines to support the growth and learning of the mental health peer workforce.

The Department will continue to monitor services by reviewing monthly, quarterly, and annual reports provided 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 four (4) 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 2 (two) of the 4 (four) years available.

Should the Governor and Council not authorize this request, individuals in need of peer support services that facilitate wellness and recovery from mental illness will not receive peer support services; leaving them at risk of needing mental health services from the Community Mental Health Centers and/or from local hospitals, which are more costly alternatives to peer support services. Also, the mental health peer workforce will not have the benefit of supportive learning provided by the Community of Practice.

Source of Federal Funds: Assistance Listing Number #93.958. FAIN # B09SM087375, FAIN # B09SM085371.

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

Respectfully submitted,

for Lori A. Weaver
Commissioner

05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92204118					
The Alternative Life Center					
Vendor # 168081					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
2024	Contracts for Prog Svs	102-500731	$ 385,139.00	$ -	$ 385,139.00
2025	Contracts for Prog Svs	102-500731	$ -	$ 385,139.00	$ 385,139.00
2026	Contracts for Prog Svs	102-500731	$ -	$ 385,139.00	$ 385,139.00
Subtotal			**$ 592,377.00**	**$ 770,278.00**	**$ 1,362,655.00**

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
2024	Contracts for Prog Svs	102-500731	$ 273,590.00	$ -	$ 273,590.00
2025	Contracts for Prog Svs	102-500731	$ -	$ 273,590.00	$ 273,590.00
2026	Contracts for Prog Svs	102-500731	$ -	$ 273,590.00	$ 273,590.00
Subtotal			**$ 407,998.00**	**$ 547,180.00**	**$ 955,178.00**

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
2024	Contracts for Prog Svs	102-500731	$ 303,376.00	$ -	$ 303,376.00
2025	Contracts for Prog Svs	102-500731	$ -	$ 303,376.00	$ 303,376.00
2026	Contracts for Prog Svs	102-500731	$ -	$ 303,376.00	$ 303,376.00
Subtotal			**$ 466,618.00**	**$ 606,752.00**	**$ 1,073,370.00**

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
2024	Contracts for Prog Svs	102-500731	$ 247,355.00	$ -	$ 247,355.00
2025	Contracts for Prog Svs	102-500731	$ -	$ 247,355.00	$ 247,355.00
2026	Contracts for Prog Svs	102-500731	$ -	$ 247,355.00	$ 247,355.00
Subtotal			**$ 380,453.00**	**$ 494,710.00**	**$ 875,163.00**

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
2024	Contracts for Prog Svs	102-500731	$ 370,320.00	$ -	$ 370,320.00
2025	Contracts for Prog Svs	102-500731	$ -	$ 370,320.00	$ 370,320.00
2026	Contracts for Prog Svs	102-500731	$ -	$ 370,320.00	$ 370,320.00
Subtotal			**$ 579,873.00**	**$ 740,640.00**	**$ 1,320,513.00**

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
2024	Contracts for Prog Svs	102-500731	$ 369,136.00	$ -	$ 369,136.00
2025	Contracts for Prog Svs	102-500731	$ -	$ 369,136.00	$ 369,136.00
2026	Contracts for Prog Svs	102-500731	$ -	$ 369,136.00	$ 369,136.00
Subtotal			**$ 567,763.00**	**$ 738,272.00**	**$ 1,306,035.00**

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
2024	Contracts for Prog Svs	102-500731	$ 218,559.00	$ -	$ 218,559.00
2025	Contracts for Prog Svs	102-500731	$ -	$ 218,559.00	$ 218,559.00
2026	Contracts for Prog Svs	102-500731	$ -	$ 218,559.00	$ 218,559.00
Subtotal			**$ 336,163.00**	**$ 437,118.00**	**$ 773,281.00**

Infinity Peer Support Cooperative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00
2024	Contracts for Prog Svs	102-500731	$ 145,685.00	$ -	$ 145,685.00
2025	Contracts for Prog Svs	102-500731	$ -	$ 145,685.00	$ 145,685.00
2026	Contracts for Prog Svs	102-500731	$ -	$ 145,685.00	$ 145,685.00
Subtotal			$ 211,283.00	$ 291,370.00	$ 502,653.00

TOTAL			$ 3,542,528.00	$ 4,626,320.00	$ 8,168,848.00

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120 / 92254120(OTRTW)

The Alternative Life Center					
Vendor # 168081					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
2024	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
2025	Grants for Pub Asst and Rel	074-500589	$ -	$ 237,516.00	$ 237,516.00
2026	Grants for Pub Asst and Rel	074-500589	$ -	$ 237,516.00	$ 237,516.00
Subtotal			$ 475,032.00	$ 475,032.00	$ 950,064.00

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
2024	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
2025	Grants for Pub Asst and Rel	074-500589	$ -	$ 213,546.00	$ 213,546.00
2026	Grants for Pub Asst and Rel	074-500589	$ -	$ 213,546.00	$ 213,546.00
Subtotal			$ 427,092.00	$ 427,092.00	$ 854,184.00

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
2024	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
2025	Grants for Pub Asst and Rel	074-500589	$ -	$ 187,092.00	$ 187,092.00
2026	Grants for Pub Asst and Rel	074-500589	$ -	$ 187,092.00	$ 187,092.00
Subtotal			$ 374,184.00	$ 374,184.00	$ 748,368.00

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
2024	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
2025	Grants for Pub Asst and Rel	074-500589	$ -	$ 152,544.00	$ 152,544.00
2026	Grants for Pub Asst and Rel	074-500589	$ -	$ 152,544.00	$ 152,544.00
Subtotal			$ 305,088.00	$ 305,088.00	$ 610,176.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
2024	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
2025	Grants for Pub Asst and Rel	074-500589	$ -	$ 192,364.00	$ 192,364.00
2026	Grants for Pub Asst and Rel	074-500589	$ -	$ 192,364.00	$ 192,364.00
Subtotal			$ 384,728.00	$ 384,728.00	$ 769,456.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
2024	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ 150,000.00	$ 377,646.00
2025	Grants for Pub Asst and Rel	074-500589	$ -	$ 227,646.00	$ 227,646.00
2026	Grants for Pub Asst and Rel	074-500589	$ -	$ 227,646.00	$ 227,646.00
Subtotal			**$ 455,292.00**	**$ 605,292.00**	**$ 1,060,584.00**

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
2025	Grants for Pub Asst and Rel	074-500589	$ -	$ 134,784.00	$ 134,784.00
2026	Grants for Pub Asst and Rel	074-500589	$ -	$ 134,784.00	$ 134,784.00
Subtotal			**$ 269,568.00**	**$ 269,568.00**	**$ 539,136.00**

Infinity Peer Support Cooperative					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
2025	Grants for Pub Asst and Rel	074-500589	$ -	$ 134,619.00	$ 134,619.00
2026	Grants for Pub Asst and Rel	074-500589	$ -	$ 134,619.00	$ 134,619.00
Subtotal			**$ 269,238.00**	**$ 269,238.00**	**$ 538,476.00**

TOTAL			**$ 2,960,222.00**	**$ 3,110,222.00**	**$ 6,070,444.00**

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

Activity Code: 92204117

The Alternative Life Center					
Vendor # 168081					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
Subtotal			**$ 177,901.00**	**$ -**	**$ 177,901.00**

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
Subtotal			**$ 139,182.00**	**$ -**	**$ 139,182.00**

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
Subtotal			**$ 140,134.00**	**$ -**	**$ 140,134.00**

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
Subtotal			**$ 114,257.00**	**$ -**	**$ 114,257.00**

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
Subtotal			**$ 160,767.00**	**$ -**	**$ 160,767.00**

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
Subtotal			$ 170,509.00	$ -	$ 170,509.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
Subtotal			$ 100,955.00	$ -	$ 100,955.00

Infinity Peer Support Cooperative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
Subtotal			$ 80,087.00	$ -	$ 80,087.00

SUB TOTAL			$ 1,083,792.00	$ -	$ 1,083,792.00

TOTAL			$ 7,586,542.00	$ 7,736,542.00	$ 15,323,084.00

Summary by Vendor	Total Amount
The Alternative Life Center	$ 2,490,620.00
The Stepping Stone Drop-In Center Association	$ 1,948,544.00
Lakes Region Consumer Advisory Board	$ 1,961,872.00
Monadnock Area Peer Support Agency	$ 1,599,596.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	$ 2,250,736.00
On the Road to Recovery, Inc.	$ 2,537,128.00
Connections Peer Support Center	$ 1,413,372.00
Infinity Peer Support Cooperative	$ 1,121,216.00
Total	$ 15,323,084.00

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

This Amendment to the Peer Support Agencies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Connections Peer Support Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #26), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,413,372

3. Modify Exhibit A, Revisions to Standard Agreement Provisions, by adding Sections 1.4. and 1.5., to read:

   1.4. Paragraph 14., Insurance., is amended by adding subparagraph 14.4. as follows:

   14.4. Effective July 1, 2024, tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property with a policy limit not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

   1.5. Paragraph 14., Insurance., is amended by adding subparagraph 14.5. as follows:

   14.5. Effective July 1, 2024, a fidelity bond in an amount not less than $1,413,372, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement.

4. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B - Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit C, Payment Terms, Section 3, to read:

   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 items, as specified in Exhibits C-1, Budget Sheet through Exhibit C-4, Budget Sheet, Amendment #1.

6. Add Exhibit C-3, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-4, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

3/13/2024
Date

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

Connections Peer Support Center

3/13/2024
Date

DocuSigned by:
Frederick Poisson
Name: Frederick Poisson
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

3/13/2024
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B – Amendment #1

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 8.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with New Hampshire (NH) Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. Discussion groups that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.1.9. Mental health symptoms or symptom management.

1.8.1.2. Discussion or activity groups that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Stress management.

1.8.1.2.5. Self-care.

1.8.1.2.6. Physical exercise, including, but not limited to:

1.8.1.2.6.1. Walking.

1.8.1.2.6.2. Stretching.

1.8.1.2.6.3. Dancing.

1.8.1.2.6.4. Games or activities that involve movement or exercise.

1.8.1.2.7. Mindfulness activities including, but not limited to:

1.8.1.2.7.1. Yoga.

1.8.1.2.7.2. Meditation.

1.8.1.2.7.3. Journaling.

1.8.1.2.7.4. Relaxation techniques.

1.8.1.3. Activity groups that provide positive skill-building which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. Discussion or activity groups that foster independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.1.4.6. Life skills.

1.8.1.4.7. Member meetings.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual on a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the Intentional Peer Support (IPS) or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Have a minimum of one community outreach staff whom conducts a minimum of 15 hours of outreach per week in the community engaging with, but not limited to:

1.8.6.1.1. Individuals, who are not already members, in the community.

1.8.6.1.2. Individuals who are hospitalized with a psychiatric condition.

1.8.6.1.3. Individuals who are homeless.

1.8.6.1.4. Community providers.

1.8.6.1.5. Community organizations.

1.8.6.2. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.2.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.2.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.2.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.2.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.2.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. First and Last name.

1.8.16.2. Date of birth.

1.8.16.3. Gender.

1.8.16.4. Town of residence.

1.8.16.5. The minimum engagement policy.

1.8.16.6. Suspension of membership policy.

1.8.16.7. Membership rules.

1.8.16.8. Attestation that the individual supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff complete the NH Peer Certification training requirements and obtain certification, as specified by the department, within 12 month of employment.

1.8.33.2. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.3. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.4. Annual wellness training is available to staff.

1.8.33.5. Intentional Peer Support (IPS) training or another SAMHSA-recognized mental health peer support model.

1.8.33.6. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of an individual utilizing PSA services.

1.9. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.10. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.10.1. Personnel records.

1.10.2. Financial records.

1.10.3. Program data files.

1.11. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings and consultation services on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.12. Reporting

1.12.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.12.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.12.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.12.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.12.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.12.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.12.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.12.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.12.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.12.1.7. Quarterly revenue and expenses by cost, category and locations.

1.12.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.12.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.12.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.12.3.1. Community outreach activities as outlined in the Statement of Work.

1.12.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.12.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.12.3.4. Statistical data including, but not limited to:

1.12.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.12.3.4.2. Program utilization data.

1.12.3.4.3. Number of telephone peer support outreach contacts.

1.12.3.4.4. Number and description of outreach activities.

1.12.3.4.5. Number and description of educational events provided on-site and in the community.

1.12.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.12.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.12.3.6.1. Executive Director's report.

1.12.3.6.2. Board of Directors roster.

1.12.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.12.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.12.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.12.4.3. The contract shall provide the following reports as determined by the department:

1.12.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.12.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.12.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.12.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.13. Performance Measures

1.13.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.13.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.13.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.13.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

1.14. Confidential Data

1.14.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.14.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance

with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.15. Privacy Impact Assessment

1.15.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.15.1.1. How PII is gathered and stored;

1.15.1.2. Who will have access to PII;

1.15.1.3. How PII will be used in the system;

1.15.1.4. How individual consent will be achieved and revoked; and

1.15.1.5. Privacy practices.

1.16. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided

however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Exhibit C-3, Budget Sheet, Amendment #1

Region: Region VIII
Connections Peer Support Center
Program: PSA Services

FISCAL PERIOD: FY2025 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	PROG. SERV. FEES								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	PROG. SALES								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	PUBLIC SUPPORT								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	FEDERAL FUNDING								
441	Block Grants	$ 134,784	$ -	$ 99,770	$ 35,014	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	BBH								
481	Community Mental Health	$ 218,559	$ -	$ 218,559	$ -	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 358,343	$ -	$ 353,343	$ 35,014	$ -	$ -	$ -	$ 5,000
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 358,343	$ -	$ 353,343	$ 35,014	$ -	$ -	$ -	$ 5,000

Contractor Initials: FP

Date: 3/13/2024

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600 PERSONNEL COSTS								
601 Salary & Wages	$ 268,849	$ -	$ 240,028	$ 28,821	$ -	$ -	$ -	$ -
602 Employee Benefits	$ 18,327	$ -	$ 16,739	$ 1,588	$ -	$ -	$ -	$ -
603 Payroll taxes	$ 20,567	$ -	$ 18,362	$ 2,205	$ -	$ -	$ -	$ -
Subtotal	$ 307,743	$ -	$ 275,129	$ 32,614	$ -	$ -	$ -	$ -
610 Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620 PROFESSIONAL FEES								
621 Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622 Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624 Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
625 Audit Fees	$ 7,500	$ -	$ 7,500	$ -	$ -	$ -	$ -	$ -
626 Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627 Other Professional Fees/Consult	$ 1,600	$ -	$ 1,600	$ -	$ -	$ -	$ -	$ -
630 STAFF DEV & TRNG								
631 Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632 In-Service Training	$ 1,500	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -
633 Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634 Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640 OCCUPANCY COSTS								
641 Rent	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
642 Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643 Heating Costs	$ 2,400	$ -	$ 2,400	$ -	$ -	$ -	$ -	$ -
644 Other Utilities	$ 2,100	$ -	$ 2,100	$ -	$ -	$ -	$ -	$ -
645 Maintenance & Repairs	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
646 Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647 Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650 CONSUMABLE SUPPLIES								
651 Office	$ 1,300	$ -	$ 1,300	$ -	$ -	$ -	$ -	$ -
652 Building/Household	$ 1,300	$ -	$ 1,300	$ -	$ -	$ -	$ -	$ -
653 Educational/Training	$ 800	$ -	$ 800	$ -	$ -	$ -	$ -	$ -
654 Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655 Food	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
656 Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657 Other Consumable Supplies	$ 800	$ -	$ 800	$ -	$ -	$ -	$ -	$ -
660 CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665 DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670 EQUIPMENT RENTAL	$ 2,650	$ -	$ 2,650	$ -	$ -	$ -	$ -	$ -
680 EQUIPMENT MAINTENANCE	$ 400	$ -	$ 400	$ -	$ -	$ -	$ -	$ -
Subtotal page	$ 332,593	$ -	$ 299,979	$ 32,614	$ -	$ -	$ -	$ -

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Exhibit C-3, Budget Sheet, Amendment #1

Total Carried Forward		$ 332,593	$ -	$ 299,979	$ 32,614	$ -	$ -	$ -	$ -
700	ADVERTISING	$ 200	$ -	$ 200	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 6,400	$ -	$ 4,000	$ 2,400	$ -	$ -	$ -	$ -
730	POSTAGE/SHIPPING	$ 250	$ -	$ 250	$ -	$ -	$ -	$ -	$ -
740	TRANSPORTATION								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 1,500	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -
743	Clients	$ 5,500	$ -	$ 5,500	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 1,500	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 4,000	$ -	$ 4,000	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ 400	$ -	$ 400	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 358,343	$ -	$ 318,329	$ 35,014	$ -	$ -	$ -	$ 5,000
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL PROGRAM EXPENSES	$ 358,343	$ -	$ 318,329	$ 35,014	$ -	$ -	$ -	$ 5,000
	Revenue Offsett	$ (5,000)							
	SURPLUS/(DEFICIT)								
	TOTAL PROGRAM EXPENSES	$ 353,343	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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Exhibit C-4, Budget Sheet, Amendment #1.

Region: Region VIII
Connections Peer Support Center,
Program: PSA Services

FISCAL PERIOD: FY2026 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	PROG. SERV: FEES								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	PROG. SALES								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	PUBLIC SUPPORT								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	FEDERAL FUNDING								
441	Block Grants	$ 134,784	$ -	$ 99,770	$ 35,014	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	BBH								
481	Community Mental Health	$ 218,559	$ -	$ 218,559	$ -	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 358,343	$ -	$ 318,329	$ 35,014	$ -	$ -	$ -	$ 5,000
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 358,343	$ -	$ 318,329	$ 35,014	$ -	$ -	$ -	$ 5,000

Contractor Initials EP

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600 PERSONNEL COSTS								
601 Salary & Wages	$ 268,849	$ -	$ 240,028	$ 28,821	$ -	$ -	$ -	$ -
602 Employee Benefits	$ 18,327	$ -	$ 16,739	$ 1,588	$ -	$ -	$ -	$ -
603 Payroll taxes	$ 20,567	$ -	$ 18,362	$ 2,205	$ -	$ -	$ -	$ -
Subtotal	$ 307,743	$ -	$ 275,129	$ 32,614	$ -	$ -	$ -	$ -
610 Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620 PROFESSIONAL FEES								
621 Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622 Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624 Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
625 Audit Fees	$ 7,500	$ -	$ 7,500	$ -	$ -	$ -	$ -	$ -
626 Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627 Other Professional Fees/Consult	$ 1,600	$ -	$ 1,600	$ -	$ -	$ -	$ -	$ -
630 STAFF DEV & TRNG.								
631 Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632 In-Service Training	$ 1,500	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -
633 Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634 Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640 OCCUPANCY COSTS								
641 Rent	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
642 Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643 Heating Costs	$ 2,400	$ -	$ 2,400	$ -	$ -	$ -	$ -	$ -
644 Other Utilities	$ 2,100	$ -	$ 2,100	$ -	$ -	$ -	$ -	$ -
645 Maintenance & Repairs	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
646 Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647 Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650 CONSUMABLE SUPPLIES								
651 Office	$ 1,300	$ -	$ 1,300	$ -	$ -	$ -	$ -	$ -
652 Building/Household	$ 1,300	$ -	$ 1,300	$ -	$ -	$ -	$ -	$ -
653 Educational/Training	$ 800	$ -	$ 800	$ -	$ -	$ -	$ -	$ -
654 Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655 Food	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
656 Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657 Other Consumable Supplies	$ 800	$ -	$ 800	$ -	$ -	$ -	$ -	$ -
660 CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665 DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670 EQUIPMENT RENTAL	$ 2,650	$ -	$ 2,650	$ -	$ -	$ -	$ -	$ -
680 EQUIPMENT MAINTENANCE	$ 400	$ -	$ 400	$ -	$ -	$ -	$ -	$ -
Subtotal page	$ 332,593	$ -	$ 299,979	$ 32,614	$ -	$ -	$ -	$ -

Exhibit C-4, Budget Sheet, Amendment #1.

Total Carried Forward		$ 332,593	$ -	$ 299,979	$ 32,614	$ -	$ -	$ -	$ -
700	ADVERTISING	$ 200	$ -	$ 200	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 6,400	$ -	$ 4,000	$ 2,400	$ -	$ -	$ -	$ -
730	POSTAGE/SHIPPING	$ 250	$ -	$ 250	$ -	$ -	$ -	$ -	$ -
740	TRANSPORTATION								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 1,500	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -
743	Clients	$ 5,500	$ -	$ 5,500	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 1,500	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 4,000	$ -	$ 4,000	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ 400	$ -	$ 400	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 358,343	$ -	$ 318,329	$ 35,014	$ -	$ -	$ -	$ 5,000
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL PROGRAM EXPENSES	$ 358,343	$ -	$ 318,329	$ 35,014	$ -	$ -	$ -	$ 5,000
	Revenue Offset	$ (5,000)							
	SURPLUS/(DEFICIT) TOTAL PROGRAM EXPENSES	$ 353,343	$ -	$ 0	$ 0	$ -	$ -	$ -	$ -

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONNECTIONS PEER SUPPORT CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 08, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175447
Certificate Number: 0006575466



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of February A.D. 2024.

David M. Scanlan
Secretary of State

DocuSign Envelope ID: 6AB61A02-68F2-4261-9DFF-10ACE349A9FB

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Connections Peer Support Center.
(Corporation/LLC Name)

2. The following is a true copy of a voto taken at a meeting of the Board of Directors/shareholders, duly called and held on Feb. 14, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of Connections Peer Support Center to enter into 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 was valid thirty (30) days prior to and 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: 2/14/24

Carol Hollis

Signature of Elected Officer

Name: Carol Hollis

Title: Board President

DocuSign Envelope ID: 6AB61A02-68F2-4261-9DFF-10ACE349A9FB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2024

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P.O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net
INSURED Connections Peer Support Center 544 Islington Street Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: AmTrust Financial Services, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 24 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			WPP1922915 02	06/17/2023	06/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse and Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) 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	$ $ $

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fairley Kenneally

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2024

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 Stamford Insurance Group 55 Realty Drive, Suite 305 Cheshire CT 06410	CONTACT NAME: Lacey Murphy PHONE (A/C, No, Ext): (203) 504-9731 FAX (A/C, No): (203) 504-9731 E-MAIL ADDRESS: Lacey.Murphy@relationinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Wesco Insurance Company		25011
INSURED Connections Peer Support Center Inc 544 Islington St Portsmouth NH 03801	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 23-24 Master WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3652102	06/12/2023	06/12/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Partners, Officers, And Others Excluded: Carol Hollis, Leslie McCarthy, & Judi Coleman

CERTIFICATE HOLDER	CANCELLATION
NH DHHS 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 John P Cody

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Connections Peer Support Center***Mission and Vision

Mission Statement

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

As a peer driven organization, the Connections Peer Support Center promotes wellness and hope-based recovery, as defined by the individual. We do this through the use of Intentional Peer Support, along with advocacy training, and educational, vocational, interpersonal, and social opportunities. The Peer Support Community is the ideal setting in which to enhance emotional, mental, physical and spiritual wellbeing, develop mutually beneficial relationships, and to participate in the shift to self-determination, independence, and personal growth.

Connections Peer Support Center staff and members, in conjunction with the Board of Directors, develop and then approve all rules, policy and agency direction with equal consideration given to the input of all. It is agreed that all parties base their input on the health and wellbeing of the agency and its members as a whole versus personal interests only. We emphasize a depth of understanding of one another, mutual accountability for behavior and respect for diversity in our relationships with one another. To facilitate these values, we offer groups, activities, speakers, numerous trainings and events in which we learn more about ourselves, and how we interact with others. We utilize shared leadership, individual empowerment within our Peer Support Community, practical and vocational skill development as identified, team activities and a holistic model of health to make the experience at CPSC an opportunity for growth and expansion of worldview.

Our programs are grounded in the principals of:

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

Approved by: Connections Peer Support Center Board of Directors

Ann Robney President BOD — 4/20/16

Signature & Title of Authorized Board Member — Date

Revised: January 2016

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Vision

All members will participate and feel comfortable in their communities

Have the tools to fulfill their basic needs and personal goals and recovery

Connect to resources they need

Will feel supported by their peers

Understand the role of recovery in their lives

Contribute to their communities at large

Able to navigate through the system

Feel hopeful and empowered

Feel welcome, safe and comfortable

The following values are components of our program that help facilitate our mission and vision:

- *Support of growth and learning*
- *The creation of an environment in which people are not judged*
- *The creation of an environment where people feel safe and are valued for who they are*
- *Shared responsibility / mutual support*
- *Advocacy / self determination*
- *Direct communication*
- *Building connections and collaborations, with each other and the community at large*
- *Courage and Empowerment*
- *Respect for differences*
- *Forgiveness*
- *Strengths-based focus*
- *Commitment to the practice and ongoing training in Intentional Peer Support*
- *Exploration of various non-medical approaches, primarily Peer Support, as an additional support or a complement to traditional medically-based methods of treatment*
- *Exploration of various non-medical approaches, primarily Peer Support, as an alternative to traditional medically-based methods of treatment*
- *Exploration of non-medical approach as an additional support*
- *Learning how to bring about social change related to stigma of mental and emotional health issues when compared with physical health issues*
- *Gain knowledge and understanding through research, journal writing, workshops, speakers and discussion on the critical question of "what is mental illness?"*

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Financial Statements

CONNECTIONS PEER SUPPORT CENTER

FOR THE YEARS ENDED
JUNE 30, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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CONNECTIONS PEER SUPPORT CENTER

FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
DOVER • WOLFEBORO
NORTH CONWAY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Connections Peer Support Center

Opinion

We have audited the accompanying financial statements of Connections Peer Support Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Connections Peer Support Center as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Connections Peer Support Center's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Connections Peer Support Center's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Connections Peer Support Center's ability to continue as a going concern for a reasonable period of time.

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

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Report on Supplementary Information

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

Leone, McDonnell & Roberts
Professional Association

Dover, New Hampshire
October 25, 2023

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CONNECTIONS PEER SUPPORT CENTER

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash	$ 57,025	$ 30,271
Accounts receivable	78,726	84,497
Prepaid expenses	1,323	1,266
Total current assets	137,074	116,034
PROPERTY AND EQUIPMENT, NET	587,492	617,689
OTHER ASSETS		
Right of use asset, operating	8,524	-
Restricted cash	-	5,346
Total assets	$ 733,090	$ 739,069

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 9,975	$ 9,561
Current portion of right of use liability, operating	2,628	-
Accounts payable	8,754	1,905
Accrued expenses	14,500	14,500
Accrued payroll and related taxes	20,956	28,165
Refundable advances - other	25,000	17,346
Refundable advances - State of N.H.	-	5,346
Total current liabilities	81,813	76,823
LONG TERM LIABILITIES		
Right of use liability, operating, less current portion	5,896	-
Long term debt, less current portion	250,635	260,441
Total long term liabilities	256,531	260,441
Total liabilities	338,344	337,264
NET ASSETS		
Without donor restrictions	394,746	401,289
With donor restrictions	-	516
Total net assets	394,746	401,805
Total liabilities and net assets	$ 733,090	$ 739,069

See Notes to Financial Statements

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CONNECTIONS PEER SUPPORT CENTER

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
PUBLIC SUPPORT			
Grants and contracts	$ 658,650	$ -	$ 658,650
Donations	9,738	-	9,738
Total public support	668,388	-	668,388
REVENUES			
Interest	38	-	38
Total public support and revenues	668,426	-	668,426
Net assets released from restrictions	516	(516)	-
Total public support and revenues	668,942	(516)	668,426
EXPENSES			
Program services	630,229	-	630,229
General and administrative	45,256	-	45,256
Total expenses	675,485	-	675,485
DECREASE IN NET ASSETS	(6,543)	(516)	(7,059)
NET ASSETS, BEGINNING OF YEAR	401,289	516	401,805
NET ASSETS, END OF YEAR	$ 394,746	$ -	$ 394,746

See Notes to Financial Statements

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CONNECTIONS PEER SUPPORT CENTER

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
PUBLIC SUPPORT			
Grants and contracts	$ 649,096	$ -	$ 649,096
Donations	9,192	516	9,708
Total public support	658,288	516	658,804
REVENUES			
Interest	8	-	8
Total public support and revenues	658,296	516	658,812
Net assets released from restrictions	-	-	-
Total public support and revenues	658,296	516	658,812
EXPENSES			
Program services	504,426	-	504,426
General and administrative	37,489	-	37,489
Total expenses	541,915	-	541,915
INCREASE IN NET ASSETS	116,381	516	116,897
NET ASSETS, BEGINNING OF YEAR	284,908	-	284,908
NET ASSETS, END OF YEAR	$ 401,289	$ 516	$ 401,805

See Notes to Financial Statements

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CONNECTIONS PEER SUPPORT CENTER

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023

	Program Services	General and Administrative	Total
Salaries	$ 431,316	$ 13,340	$ 444,656
Payroll taxes	33,487	2,912	36,399
Depreciation	28,955	3,948	32,903
Benefits	27,656	2,082	29,738
Repairs and maintenance	26,791	-	26,791
Office supplies and postage	20,164	1,061	21,225
Professional fees	-	15,390	15,390
Insurance	11,603	2,901	14,504
Utilities	11,616	1,736	13,352
Travel	10,929	1,214	12,143
Interest	11,641	-	11,641
Telephone	9,760	-	9,760
Other	4,329	481	4,810
Staff development	1,485	165	1,650
Dues and publications	497	26	523
TOTAL	$ 630,229	$ 45,256	$ 675,485

See Notes to Financial Statements

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CONNECTIONS PEER SUPPORT CENTER

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

	Program Services	General and Administrative	Total
Salaries	$ 348,639	$ 10,783	$ 359,422
Payroll taxes	29,637	2,577	32,214
Repairs and maintenance	28,402	-	28,402
Depreciation	22,063	3,009	25,072
Office supplies and postage	21,909	1,153	23,062
Professional fees	-	15,095	15,095
Interest	11,847	-	11,847
Utilities	10,193	1,523	11,716
Telephone	8,288	-	8,288
Insurance	6,420	1,605	8,025
Travel	7,074	786	7,860
Other	4,612	512	5,124
Property taxes	3,054	266	3,320
Benefits	1,023	77	1,100
Staff development	620	69	689
Dues and publications	645	34	679
TOTAL	$ 504,426	$ 37,489	$ 541,915

See Notes to Financial Statements

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CONNECTIONS PEER SUPPORT CENTER

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
(Decrease) increase in net assets	$ (7,059)	$ 116,897
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	32,903	25,072
(Increase) decrease in assets:		
Accounts receivable	5,771	(21,254)
Prepaid expenses	(57)	(986)
(Decrease) increase in liabilities:		
Accounts payable	6,849	(1,378)
Accrued expenses	-	3,100
Accrued payroll and related taxes	(7,209)	(10,035)
Refundable advances - other	7,654	-
Refundable advances - State of N.H.	(5,346)	(28,201)
NET CASH PROVIDED BY OPERATING ACTIVITIES	33,506	83,215
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(2,706)	(123,219)
NET CASH USED IN INVESTING ACTIVITIES	(2,706)	(123,219)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long term debt	(9,392)	(8,998)
NET CASH USED IN FINANCING ACTIVITIES	(9,392)	(8,998)
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	21,408	(49,002)
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	35,617	84,619
CASH AND RESTRICTED CASH, END OF YEAR	$ 57,025	$ 35,617
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 11,641	$ 11,847

See Notes to Financial Statements

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CONNECTIONS PEER SUPPORT CENTER

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1. ORGANIZATION

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

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Center prepares its financial statements using the accrual method of accounting, in accordance with accounting principles generally accepted in the United States of America.

Basis of Presentation

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

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

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

Use of Estimates

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

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Cash Equivalents

The Center considers all highly liquid instruments with an original maturity date of three months or less to be cash equivalents. The Center has no cash equivalents as of June 30, 2023 and 2022.

Restricted Cash

Restricted cash represented the refundable advances from the Bureau of Mental Health Services (BMHS). The balance as of June 30, 2022, was $5,346 and there was no balance as of June 30, 2023. The Center received approval from the State of New Hampshire prior to utilizing the funds.

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

	2023	2022
Cash	$ 57,025	$ 30,271
Restricted cash	-	5,346
Total cash and restricted cash	$ 57,025	$ 35,617

Accounts Receivable

Accounts receivable consists of amounts due from the State of New Hampshire Bureau of Mental Health Services. An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each fiscal year. At June 30, 2023 and 2022, no allowance was deemed necessary. As of June 30, 2023 and 2022, the accounts receivable balances were $78,726 and $84,497, respectively.

Property and Equipment

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

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Property and equipment consisted of the following at June 30:

	2023	2022
Building	$ 391,441	$ 391,441
Building improvements	160,889	158,183
Furniture and equipment	52,317	52,317
Vehicles	50,877	50,877
Land	149,596	149,596
	805,120	802,414
Less accumulated depreciation	217,628	184,725
Property and equipment, net	$ 587,492	$ 617,689

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

	Years
Building and improvements	7 - 40
Vehicles	5
Furniture and equipment	3 - 10

Depreciation expense for the years ended June 30, 2023 and 2022 was $32,903 and $25,072, respectively.

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

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are performed or expenditures are incurred.

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Fair Value of Financial Instruments

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

Compensated Absences

The Center has accrued a liability for future compensated leave time which its employees have earned and which is vested with the employee. The amounts at June 30, 2023 and 2022, were $9,233 and $8,285, respectively, and are included in accrued payroll and related taxes on the Statements of Financial Position.

Revenue Recognition Policy

The Center derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt if there are no conditions attached. If conditions exist, the revenue is recorded once the conditions are met. Contract revenue is recognized when the service has been performed.

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the same reporting period in which the contribution is received. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Functional Allocation of Expenses

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

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New Accounting Pronouncement

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires, all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The Center elected not to restate the comparative period. The Center also elected not to reassess at adoption (i) expired or existing contracts to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, (iii) initial direct costs for existing leases. Results for periods beginning prior to July 1, 2022 continue to be reported in accordance with the Center's historical accounting treatment. The adoption of ASU 2016-02 did not have a material impact on the Center's results of operations and cash flows.

NOTE 3. INCOME TAXES

The Center is exempt from income taxes under code section 501(c)(3) of the Internal Revenue Code. In addition, the Center qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

Accounting Standard Codification No. 740, *"Accounting for Income Taxes,"* established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Center has analyzed its tax position taken on its exempt purpose information returns for the previous three years and has concluded that no provision for income taxes is necessary in the Center's financial statements.

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NOTE 4. LIQUIDITY AND AVAILABILITY

The Center's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are as follows at June 30:

	2023	2022
Financial assets at year end:		
Cash	$ 57,025	$ 30,271
Restricted cash	-	5,346
Accounts receivable	78,726	84,497
Total financial assets	135,751	120,114
Less amounts not available to be used for general expenditures within one year:		
Refundable advances	-	5,346
Net assets with restrictions	-	516
Total amounts not available within one year	-	5,862
Financial assets available to meet general expenditures over the next twelve months	$ 135,751	$ 114,252

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. Management is focused on sustaining the financial liquidity of the Center throughout the year. This is done through monitoring and reviewing cash flow needs on a weekly basis.

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NOTE 5. LONG TERM DEBT

The long term debt of the Center consisted of the following at June 30:

	2023	2022
Note payable to a bank requiring 120 monthly installments of $1,737. Interest is stated at 4.25% for the first five years. In June of 2026, the interest rate adjusts to 2.25% plus the five-year federal home loan bank rate. The final installment is due June 2031. The note is secured by an assignment of leases and rents on the property.	$ 260,610	$ 270,002
Total long term debt	260,610	270,002
Less current portion due within one year	9,975	9,561
	$ 250,635	$ 260,441

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

Years ending June 30	Amount
2024	$ 9,975
2025	10,407
2026	10,858
2027	11,329
2028	11,820
Thereafter	206,221
	$ 260,610

NOTE 6. LEASE COMMITMENT

The Center entered into an operating lease for a copier during the fiscal year ended June 30, 2018. The lease agreement required monthly payments of $250 and was due to expire in November, 2022. The lease was extended in April, 2022 for a period of 56 months until December, 2026. The lease agreement extension requires monthly payments of $219. The lease agreement contains an end of lease purchase option at the fair value of the equipment.

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The Center accounts for its operating leases under FASB ASC 842. As such, a right of use ("ROU") asset and corresponding lease liability are recorded in the statement of financial position. ROU assets represent the Center's right to use an underlying asset for the lease term and the lease liabilities represent their obligation to make the lease payments arising from the lease.

Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. The discount rate related to the Organization's lease liability as of June 30, 2023 was 3.00% which is based upon the risk free borrowing rates commensurate with the lease terms. At June 30, 2023, the right of use asset and lease liability is $8,524.

Lease liability maturities as of June 30, 2023 are as follows:

Year Ending June 30:	Amount
2024	$ 2,628
2025	2,628
2026	2,628
2027	1,095
Total undiscounted lease liability	8,979
Less imputed interest	(455)
Total lease liability	$ 8,524

The copier lease expense of $2,409 is included in office supplies for each of the years ended June 30, 2023 and 2022.

NOTE 7. CONCENTRATION OF RISK

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

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NOTE 8. REFUNDABLE ADVANCES

Refundable advances relate to amounts received from contracts and grants in advance for services to be performed or expenditures incurred by the Center. The Center's refundable advances represent funds received from two sources.

The first source relates to their Peer Support Contract with the State of New Hampshire (**See Note 7**) and totaled $5,346 at June 30, 2022. As of July 1, 2022 the Center no longer had to request pre-approval from BMHS before spending these funds. During the fiscal years ended June 30, 2023 and 2022, the Center received approval for and spent $5,346 and $9,364, respectively, of prior year fund carryovers.

The second source relates to conditional grants from an organization and totaled $25,000 and $17,346, respectively, as of June 30, 2023 and 2022.

NOTE 9. SUBSEQUENT EVENTS

The Center has evaluated subsequent events through October 25, 2023, the date the financial statements were available to be issued.

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CONNECTIONS PEER SUPPORT CENTER

BUREAU OF MENTAL HEALTH SERVICES (BMHS)
RECONCILIATION OF BMHS CONTRACT
FOR THE YEAR ENDED JUNE 30, 2023

Reconciliation of BMHS Contract

Total FY 2023 BMHS funds received	$ 634,390
Less:	
BMHS expenses	(675,485)
Principal debt payments	(9,392)
Total approved expenses	(684,877)
Add:	
Depreciation expense	32,903
Non-approved BMHS expenses	17,584
Total nonapproved expenses	50,487
Reconciliation difference	$ -

See Independent Auditors' Report

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Connections Peer Support Center

BOARD OF DIRECTORS

DECEMBER 2023

PRESIDENT
Carol Hollis
[redacted]
Joined on: 11-2015
Term#: 4 (board approval for extension)
Term Length: 2 yrs / Expiration 11-2023
Committees: Internal Affairs, Chair

TREASURER
Leslie McCarthy
[redacted]
Joined on: 06-2016
Term #: 4 (board approval for extension)
Term length: 2 yrs / Expiration: 06-2024
Office: Treasurer: Term 3
Committees: Internal Affairs, Executive

SECRETARY
Judi Coleman
[redacted]
Joined on: 09-27-2017
Term #: 4 (board approval pending for extension)
Term Length: 2 yrs / Expiration: 09-2023
Office: Secretary: Term 2
Committees: Internal Affairs, Executive

Amber Epison
[redacted]
Joined on 03-2021
Term # 2
Term Length: 2 yrs / Expiration: 03-2025
Committees: TBD

Kelley Hayes
[redacted]
Joined on: 02-2020
Term # 2
Term Length: 2 yrs / Expiration: 02-2024
Committees: External Affairs, Chair

Eliza Hobson
[redacted]
Joined on: 02-22-2023
Term # 1
Term Length: 2yrs / Expiration: 02-2025
Committees: TBD

Ariana Moniz
[redacted]
Joined on: 02-2022
Term #1
Term Length: 2 yrs / Expiration: 02-2024
Committees: External Affairs

Monica Nagle
[redacted]
Joined on: 02-22-2023
Term #: 1
Term Length: 2 yrs / Expiration: 02-2025
Committees: TBD

Alison Sollee
[redacted]
Joined on: 03-23-2021
Term #2
Term Length: 2 yrs /Expiration 03-2025
Committees: External Affairs

Brittany Williams
[redacted]
Joined on: 12-20-2023
Term #1
Term Length: 2 yrs/Expiration 12-20-2025
Committees: TBD (Governance)

Executive Director:
Fred Poisson

Revised 12/28/2023

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Frederick Poisson
[redacted]

Certified Advanced Scrum Master, Certified Scrum Product Owner, Certified Health and Wellness Coach, CCAR Recovery Coach, and Certified Intentional Peer Support Specialist with certifications in Plant Based Nutrition, Mindfulness/Meditation and Group Coaching as well. I am the Program Manager for Cornerstones Of Maine as well as a private coach to multiple clients with success in helping individuals achieve and successfully maintain long term goals. I have a strong understanding of HIPAA policy and take a compassionate and empathetic approach with my clients. I possess a BA in English from Keene State College.

Professional Experience

Program Manager
Cornerstones of Maine
(October 2018-Present)

In my role as the Program Manager for Cornerstones of Maine, I have created a collaborative environment where my colleagues feel empowered to do the best job possible and to work together as a team in the most professional manner possible. I have adapted the Scrum process and utilized it for the purpose of enhancing and improving our policies, structure and staff culture. I have worked to create an environment where our Clinical staff works in collaboration with our Life Skills staff to optimize the outcomes for our clientele. I have trained my team in a hope based approach, resolved issues with medication tracking, reorganized our food ordering structure and created a healthy peer culture among our clients, all while fostering positive growth in each of my colleagues. I guided our program through the first two years of the pandemic without a single infection among our staff or clients, all the while keeping our program running with clients working and volunteering in the community. I wrote the entire protocol for the launch of our third house, developing systems for both staff and clients to optimize the results of our program. In 2022 I planned and executed the movement of our satellite house in Kennebunkport to Biddeford and created an entirely new design for the Biddeford house and its daily operations without ever having to shut the program down. I have successfully guided multiple clients through their personalized programs, helping them to reach new heights of personal empowerment in their health and wellbeing. I have guided them in terms of diet, physical fitness, executive functioning skills, interpersonal and professional development as well as helping them to develop healthy coping skills to manage their depression and anxiety. I have also established extensive relationships in the community with volunteer opportunities, sober houses, educational institutions and healthcare facilities all in the interest of enhancing the Cornerstones brand and reputation.

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Kitchen Manager
Exeter School District (2015-2018)

I was hired in 2015 by SAU 16 with our goal being to create a different and more positive culture that would boost the school's sales numbers and bring students back into the program. I used mindfulness techniques to listen to and understand my staff and to convey my goals and make them their goals as well by empowering them to find an aspect of their job they were passionate about. I was able to develop a team with no turnover and rare call outs, our sales jumped from 300 lunches a day in 2015 to over 600 in 2017. I appeared on WMUR Cook's Corner twice for the district demonstrating vegan cooking options. I helped to introduce an entire vegan line for the district and launched the Fuel Up To Play 60 program.

Education

*Certified Advanced Scrum Master
*Certified Scrum Product Owner
*Certified Health and Wellness Coach, Wellcoaches School of Health and Wellness Coaching
*Certified In Plant Based Nutrition
*Certified In Mindfulness and Meditation
*Certified Intentional Peer Support Specialist
*CCAR Recovery Coach
*Hearing Voices Network Facilitator
*BA In English From Keene State College

Personal Vision Statement

I believe in the power of hope to help others reach their greatest potential and I bring this belief with me everywhere I go. The importance of listening to those we work with and for can not be understated and I value input from every member of my team. I approach negative situations with the understanding that every negative thought, emotion or action is masking an unmet need, when we can figure out what that need is we can approach it head on and move toward a common goal together.

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Tina M. Dulac

[redacted]

Ability Summary

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

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

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

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

Experience

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

Administrative Services Director

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

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

Office Manager

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

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

Marketing Data Coordinator

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

Customer Pricing Coordinator

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

Accounts Payable Associate

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

Education

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

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

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

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NINA JENSSEN

[redacted]

Connections Peer Support Center Portsmouth NH

Program Coordinator October 9 2015

Plan and implement programming to enhance mental health and well being of members.
Supervise peer support staff and van driver
Facilitate WRAP and IPS groups
Monitor warm line and daily outreach calls

Seacoast Family Promise, Stratham *NH*

Volunteer Coordinator
Recruitment and training of volunteers for homeless shelter Sept 2004- – June 2014
Coordination of meal preparation for up to 15 individuals
Liaison between guests, volunteers and program director

END 68 HOURS of HUNGER *Eliot ME*

MSAD 35 Coordinator June 2012- – Jan 2014
Responsible for startup of backpack program for MSAD 35
Volunteer Recruitment
Coordinator for Weekly Team Leaders

Families First Portsmouth May 2010=August 2010
Parent Recharge Facilitator
Facilitated biweekly nutrition group for parents

Cooking Matters Jan 2011- May 2011
Classrooom Assistant
Support instructors in teaching nutrition classes

Friends of the William Fogg Library Sept 2003-Setp 2009
Volunteer Coordinator
Supervise annual OktoberFest

EDUCATION

University of New England – Biddeford ME – BS Environmental Studies Dec 1991

UNH Durham NH Dietetics Coursework: Jan 2010-May 2015
Nutrition, Health & Well Being, Nutritional Education and Counseling, Life Cycle Nutrition, Nutritional Assesment, US Healthcare Systems

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Carley Crain

Education

Journalism and Sociology - Bachelor of Arts

May 2023
Springfield College
Springfield, MA

Relevant Experience

NH Reproductive Freedom Fund Intern **September 2022-December 2022**

- *Wrote blog posts about abortion access in NH*
- *Spearheaded educational campaign about crisis pregnancy centers*
- *Worked directly with patients in need through the clinic's hotline*
- *Helped organize a Plan B distribution campaign in NH*

New Hampshire Youth Movement Summer Field Organizer **May 2023-present**

- *Canvassed throughout the state of New Hampshire regarding LGBTQ+ rights and affordable housing*
- *Planned and facilitated community hub meetings with co-workers*
- *Attended weekly meetings with staff to go over goals and visions for the organization*
- *Phonebanked NH residents through EveryAction and other data platforms*

Behavioral Health Network Group Counselor **December 2022-May 2023**

- *Worked with patients who have developmental disabilities*
- *Planned group activities both in person and on Zoom*
- *Created a women's health initiative for the support group*

Massachusetts State Senator Adam Gomez Intern **January 2023-May 2023**

- *Conducted research on cannabis policy*
- *Wrote letters of testimony and talking points for the senator*
- *Attended senate hearings and budget proposal meetings at the State House*

Writer/Editor-in-Chief **January 2020- May 2023**
Pride Sports Journal

- *Reported and created numerous in-depth magazine feature stories about Springfield College Athletes*
- *Led the production of the entire magazine, assigned writers, edited stories, created story ideas, and assisted in layout/design*

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Bethany Leary

[redacted]

Objective

Secure an opportunity to fully utilize my education, training, and skills. Implementing a significant contribution to the success of an organization.

Education

Job Launch NH - certificate program July 2021
Choices Peer Recovery - Hampton NH – May 2020 – July 2020
Certified in suicide prevention, ethics, motivational interview, HIV & Aids treatment, and emergency departments
Sober Parenting Journey - certificate program July 2019
How to Get Ahead - certificate program June 2019
School of Nail Design - Portsmouth, NH - September 1993- December 1993
Empire Beauty School - Dover, NH - September 1992- July 1993

Experience

Wentworth By The Sea - New Castle, NH Nail Team Manager – Oct. 2014 – Sep. 2018
Ordered retail and supplies, managing staff schedules, organizing and creating new procedures, educating employees on new products, creating new services and training on customer service, number 1 sales associate, educating on retention, working with HR to hire help in business development, organizing the yearly bridal show.
B~Polished - Greenland NH, Owner - November 2001- October 2014
Founder, built and maintained elite clientele, worked with a diverse client base to provide customized services for an array of personalized professionals. Responsible for hiring, ordering, Payroll, banking, training, setting up classes, managing schedules, sales training, training on a computer program, outside volunteering, Attending Business after Hours, fundraising and marketing.

Volunteer Experience

Seacoast Pathways - Portsmouth, NH – 2019 - present
Helping peer support with a multitude of everyday operations while catering to needs to promote a healthy environment. Creates activities in the community such as whale watches and gundalow trips, while promoting the Seacoast Pathways and having activities donated. Reaches out to prominent community members for donations for our annual fundraiser. Bringing in support dogs for a healthy calming touch during the day. Creates ideas to utilize for activities. Marketing the clubhouse outside in the community. Organized and supervised whale watch trips for Seacoast Pathways for 14 special needs individuals. Through a donation of Al Gauron whale watching charters. Getting sandwiches provided by Joe's Meat shop for a beach picnic.
Gather – 2021 - Built a raised vegetable garden to provide abundant food for Gather to help individuals without.
George's Birthday Parade – 2020 - Organized parade to support 12-year-old George Antonak. Facilitated donations from 100 Club, VFW Harley Club and Porsche of Stratham.
Safe Harbor - Portsmouth, NH – October 2018 - 2020

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Resume of Darin Stewart

EMPLOYMEMT

11/19/18 – Present: Driver, Connections Peer Support Center, Portsmouth NH

- Meet daily with the appropriate staff member and or the Director to check on Job assignments for the day
- Drive members to and from the center, providing for their comfort and saftey
- Pick up members for activities such as board meetings and then to their residency
- Transport staff to NH Food Bank for supplies and help unload van and stock shelves
- Transport members to community lunches on Tuesdays, Wednesdays, and Thursdays
- Transport any interested members and staff to the NH Peer Alliance meeting on the third Tuesday of each month
- Transport members to weekly, monthly meetings, workshops, shopping and trips
- Keep track of Mileage and upkeep of the van (All fluids- cleaned -windows-vacuumed-exterior of the van washed, etc.)
- Notify supervisor of any issues with the van
- Bring the van to the garage when it is scheduled for maintenance
- Other PSA duties as requested by the supervisor

Other Jobs: Dishwasher, Janitorial, taxi driver, truck driver, wrecker driver, grill cook, grounds work

EDUCATION

Graduate Equivalency Diploma

Intentional Peer Support Training

Other

Member, Connections Peer Support Center

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KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name: **CPSC - PSA, Vendor #157070-B001**

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Frederick Poisson	Executive Director	50.00%	$75,000.00
Tina Dulac	Administrative Services Director	85.00%	$103,700.00
Nina Jenssen	Program Coordinator	100.00%	$74,620.00
Carley Crain	Community Outreach Coordinator	100.00%	$85,280.00
Bethany Leary	Warmline Supervisor, Peer Support Specialist	100.00%	$41,600.00
Darrin Stewart	Driver	100.00%	$29,120.00

*Amounts for FY25 & FY26

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CAC

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $7,586,542 to operate Peer Support Agencies for the provision of peer support to individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services, with the option to renew for up to four (4) additional years, effective July, 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 39% Federal Funds. 61% General Funds.

Contractor Name	Vendor Code	Area Served & Office Locations	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Region VIII Portsmouth	$706,686
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Region VI Nashua	$1,125,368
Infinity Peer Support Cooperative (Rochester)	157797-B001	Region IX Rochester	$560,608
Lakes Region Consumer Advisory Board (Laconia, NH)	157060-B001	Regions III & IV Laconia & Concord	$980,936
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Region V Keene	$799,798
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Regions VII & X Manchester & Derry	$1,193,564
The Alternative Life Center (Conway, NH)	168081-B001	Region I Conway, Colebrook, Littleton, & Berlin	$1,245,310
The Stepping Stone Drop-In Center Association (Claremont, NH)	157697-B001	Region II Claremont & Lebanon	$974,272
		Total:	**$7,586,542**

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to operate Peer Support Agencies (PSA) for the provision of peer support for individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

Approximately 2,500 individuals will be served during State Fiscal Years 2023 and 2024.

New Hampshire's 10-year mental health plan emphasizes the importance of increasing access to and utilization of peer services. PSAs are physically located in each of the ten (10) Mental Health Regions wherein trained peers provide Intentional Peer Support (IPS) that helps individuals become more empowered and less dependent on the clinical mental health system. Contractors will provide peer support services that foster recovery from mental illness and promote self-advocacy. By providing peer support, peer education, and peer programming, the Contractors will assist individuals to develop skills to manage and cope with symptoms of illness, and to identify and use natural supports. Warmline services will be available statewide through telephonic peer support to assist individuals with addressing a current crisis related to their mental health during hours when a PSA is closed for services. Peer Respite, a 24-hour short-term, seven (7) day, non-clinical program designed as an alternative to hospitalization will also be offered in Mental Health Regions V and VI.

The Department will monitor services by reviewing monthly, quarterly, and annual reports provided by the Contractor.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, individuals in need of peer support services that facilitate wellness and recovery from mental illness will not receive peer support services, leaving them at risk of needing mental health services from the Community Mental Health Centers and/or from local hospitals, which are more costly alternatives to peer support services.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM083816

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 1-4 and 7-10

	Maximum Points Available	(R1) Alternative Life Center	(R1) TrueCare24	(R2) The Stepping Stone Drop-In Center Association	(R3) Lakes Region Consumer Advisory Board	(R4) Lakes Region Consumer Advisory Board	(R7) On the Road to Wellness	(R8) Connections Peer Support Center	(R9) Infinity Peer Support	(R10) On the Road to Wellness
Technical										
Ability O1	40	33	15	38	20	20	40	40	25	40
Staffing O2	25	20	7	20	7	7	24	24	12	24
Collaboration O3	30	26	5	27	15	15	26	30	15	26
TOTAL POINTS	95	79	27	85	42	42	90	94	52	90

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 5 and 6

	Maximum Points Available	(R5) Monadnock Area Peer Support Agency	(R6) H.E.A.R.T.S PSA
Technical			
Ability Q1	40	40	32
Staffing Q2	25	24	16
Collaboration Q3	30	30	29
Ability for Peer Respite Q4	40	40	20
Experience with Peer Respite Q5	25	23	20
TOTAL POINTS	160	157	117

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Gottfredsen	Business Administrator II

05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92204118					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
2024	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
Subtotal			**$ 414,476.00**	$ -	**$ 414,476.00**
The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
2024	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
Subtotal			**$ 268,816.00**	$ -	**$ 268,816.00**
Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
2024	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
Subtotal			**$ 326,484.00**	$ -	**$ 326,484.00**
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
2024	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
Subtotal			**$ 266,196.00**	$ -	**$ 266,196.00**
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
2024	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
Subtotal			**$ 419,106.00**	$ -	**$ 419,106.00**
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
2024	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
Subtotal			**$ 397,254.00**	$ -	**$ 397,254.00**
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
2024	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
Subtotal			**$ 235,208.00**	$ -	**$ 235,208.00**
Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00
2024	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00

Subtotal			$ 131,196.00	$ -	$ 131,196.00

SUB TOTAL			$ 2,458,736.00	$ -	$ 2,458,736.00

05-95-92-922010-4120 ,HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
2024	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
Subtotal			$ 475,032.00	$ -	$ 475,032.00

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
2024	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
Subtotal			$ 427,092.00	$ -	$ 427,092.00

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
2024	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
Subtotal			$ 374,184.00	$ -	$ 374,184.00

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
2024	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
Subtotal			$ 305,088.00	$ -	$ 305,088.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
2024	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
Subtotal			$ 384,728.00	$ -	$ 384,728.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
2024	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
Subtotal			$ 455,292.00	$ -	$ 455,292.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
Subtotal			$ 269,568.00	$ -	$ 269,568.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
Subtotal			$ 269,238.00	$ -	$ 269,238.00

SUB TOTAL			$ 2,960,222.00	$ -	$ 2,960,222.00

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

Activity Code: 92204117

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
2024	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
Subtotal			$ 355,802.00	$ -	$ 355,802.00

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
2024	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
Subtotal			$ 278,364.00	$ -	$ 278,364.00

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
2024	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
Subtotal			$ 280,268.00	$ -	$ 280,268.00

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
2024	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
Subtotal			$ 228,514.00	$ -	$ 228,514.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
2024	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
Subtotal			$ 321,534.00	$ -	$ 321,534.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
2024	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
Subtotal			$ 341,018.00	$ -	$ 341,018.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
2024	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
Subtotal			$ 201,910.00	$ -	$ 201,910.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
2024	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
Subtotal			$ 160,174.00	$ -	$ 160,174.00
SUB TOTAL			$ 2,167,584.00	$ -	$ 2,167,584.00
TOTAL			$ 7,586,542.00	$ -	$ 7,586,542.00

Summary by Vendor	Total Amount
The Alternative Life Center	$ 1,245,310.00
The Stepping Stone Drop-In Center Association	$ 974,272.00
Lakes Region Consumer Advisory Board	$ 980,936.00
Monadnock Area Peer Support Agency	$ 799,798.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	$ 1,125,368.00
On the Road to Recovery, Inc.	$ 1,193,564.00
Connections Peer Support Center	$ 706,686.00
Tri-City Consumers' Action Co-operative	$ 560,608.00
Total	$ 7,586,542.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Connections Peer Support Center		1.4 Contractor Address 544 Islington Street Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 427-6966	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation $706,686
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Tina Dulac Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Tina Dulac Interim E.D.	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 6/7/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials TD
Date 6/6/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS TV

Date 6/6/2022

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS TD

Date 6/6/2022

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 8.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Physical exercise.

1.8.1.2.5. Mindfulness activities including, but not limited to:

1.8.1.2.5.1. Yoga.

1.8.1.2.5.2. Meditation.

1.8.1.2.5.3. Journaling.

1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;

1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and

1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.3.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership

application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. The minimum engagement policy.

1.8.16.2. Suspension of membership policy.

1.8.16.3. Membership rules.

1.8.16.4. Attestation that the consumer supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.3. Annual wellness training is available to staff.

1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.

1.8.33.5. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.11.1. Personnel records.

1.11.2. Financial records.

1.11.3. Program data files.

1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.13. Reporting

1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.13.1.7. Quarterly revenue and expenses by cost, category and locations.

1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.13.3.1. Community outreach activities as outlined in the Statement of Work.

1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.13.3.4. Statistical data including, but not limited to:

1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.13.3.4.2. Program utilization data.

1.13.3.4.3. Number of telephone peer support outreach contacts.

1.13.3.4.4. Number and description of outreach activities.

1.13.3.4.5. Number and description of educational events provided on-site and in the community.

1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.13.3.6.1. Executive Director's report.

1.13.3.6.2. Board of Directors roster.

1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.13.4.3. The contract shall provide the following reports as determined by the department:

1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.14. Performance Measures

1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
   1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
   3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
   3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. 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.

8. Audits

   8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.

   8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 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.

      8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   8.3. In addition to, and not in any way in limitation of obligations of the Agreement, 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.

9. Property Standards

   9.1. Insurance coverage.

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property:

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

provide for competition to the extent practicable and result in the highest possible return.

9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

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

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

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

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

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

9.3.3. Use.

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

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State; provided that

such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

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

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

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

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

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

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

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

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

9.3.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

10. Property Trust Relationship and Liens

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: Connections Peer Support Center

6/6/2022
Date

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

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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: Connections Peer Support Center

6/6/2022
Date

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

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

Contractor Initials TD

Date 6/6/2022

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: Connections Peer Support Center

6/6/2022
Date

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

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.

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Connections Peer Support Center

6/6/2022
Date

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Connections Peer Support Center

6/6/2022
Date

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

DS
TD
Contractor Initials

6/6/2022
Date

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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. 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	Connections Peer Support Center
The State	Name of the Contractor
Katja S. Fox	Tina Dulac
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Tina Dulac
Name of Authorized Representative	Name of Authorized Representative
Director	Interim E.D.
Title of Authorized Representative	Title of Authorized Representative
6/6/2022	6/6/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Connections Peer Support Center

6/6/2022
Date

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

FORM A

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

1. The DUNS number for your entity is: 019035366

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

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

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

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.).

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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 Support Agencies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #26), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,250,736

3. Modify Exhibit A, Revisions to Standard Agreement Provisions, by adding Sections 1.4. and 1.5., to read:

   1.4. Paragraph 14., Insurance., is amended by adding subparagraph 14.4. as follows:

   14.4. Effective July 1, 2024, tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property with a policy limit not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

   1.5. Paragraph 14., Insurance., is amended by adding subparagraph 14.5. as follows:

   14.5. Effective July 1, 2024, a fidelity bond in an amount not less than $2,250,736, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement.

4. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B - Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit C, Payment Terms, Section 3, to read:

   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 items, as specified in Exhibits C-1, Budget Sheet through Exhibit C-4, Budget Sheet, Amendment #1.

6. Add Exhibit C-3, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-4, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 01, 2024, 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

3/25/2024
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

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

3/25/2024
Date

DocuSigned by:
Claire Peddle
1352BB887F8D4E0...
Name: Claire Peddle
Title: Treasurer

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

OFFICE OF THE ATTORNEY GENERAL

3/25/2024
Date

DocuSigned by:
Robyn Guarino
748734844941480...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

EXHIBIT B – Amendment #1

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 6.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with New Hampshire (NH) Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. Discussion groups that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.1.9. Mental health symptoms or symptom management.

1.8.1.2. Discussion or activity groups that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Stress management.

1.8.1.2.5. Self-care.

1.8.1.2.6. Physical exercise, including, but not limited to:

1.8.1.2.6.1. Walking.

1.8.1.2.6.2. Stretching.

1.8.1.2.6.3. Dancing.

1.8.1.2.6.4. Games or activities that involve movement or exercise.

1.8.1.2.7. Mindfulness activities including, but not limited to:

1.8.1.2.7.1. Yoga.

1.8.1.2.7.2. Meditation.

1.8.1.2.7.3. Journaling.

1.8.1.2.7.4. Relaxation techniques.

1.8.1.3. Activity groups that provide positive skill-building which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. Discussion or activity groups that foster independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.1.4.6. Life skills.

1.8.1.4.7. Member meetings.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual on a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the Intentional Peer Support (IPS) or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Have a minimum of one community outreach staff whom conducts a minimum of 15 hours of outreach per week in the community engaging with, but not limited to:

1.8.6.1.1. Individuals, who are not already members, in the community.

1.8.6.1.2. Individuals who are hospitalized with a psychiatric condition.

1.8.6.1.3. Individuals who are homeless.

1.8.6.1.4. Community providers.

1.8.6.1.5. Community organizations.

1.8.6.2. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.2.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.2.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.2.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.2.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.2.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. First and Last name.

1.8.16.2. Date of birth.

1.8.16.3. Gender.

1.8.16.4. Town of residence.

1.8.16.5. The minimum engagement policy.

1.8.16.6. Suspension of membership policy.

1.8.16.7. Membership rules.

1.8.16.8. Attestation that the individual supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff complete the NH Peer Certification training requirements and obtain certification, as specified by the department, within 12 month of employment.

1.8.33.2. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.3. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.4. Annual wellness training is available to staff.

1.8.33.5. Intentional Peer Support (IPS) training or another SAMHSA-recognized mental health peer support model.

1.8.33.6. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of an individual utilizing PSA services.

1.9. Peer Respite:

1.9.1. The Contractor shall agree to operate a peer operated Peer Respite that provides early intervention for individuals 18 years of age and older who have a mental illness and who are experiencing a crisis in the community. The Contractor shall:

1.9.1.1. Operate the respite program at a physical location and/or building that is in compliance with local health, building and

fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval.

1.9.1.2. Provide services to any individual from any of the Regions in New Hampshire regardless of where they live, attend school or work.

1.9.1.3. Provide a short-term, ten (10)-day stay, peer respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.

1.9.1.4. Provide interventions using a model of Intentional Peer Support or another SAMHSA-recognized mental health peer support model that focuses on individual's strengths and assists in personal recovery and wellness.

1.9.1.5. Provide a place for the individual to stay temporarily in order to facilitate recovery, which must be staffed with a certified Peer Support Specialist 24 hours per day when participants are in the program.

1.9.1.6. Provide referrals to the local community mental health center for individuals who require a higher level of care or evaluation for hospitalization.

1.9.1.7. Provide transportation to and from the peer respite program to other community-based appointments as agency schedule and staffing allows.

1.9.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.

1.9.1.9. Provide individualized supports with a focus on wellness and recovery planning, if applicable.

1.9.1.10. Support the individual in returning to participation in community activities, services and supports.

1.9.1.11. Ensure the individual's health needs are addressed if the individual becomes ill or injured during the course of the individual's stay in the peer respite program.

1.9.1.12. Ensure communication with other service providers involved in the individual's care, with the individual's written consent.

1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.11.1. Personnel records.

1.11.2. Financial records.

1.11.3. Program data files.

1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings and consultation services on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.13. Reporting

1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.13.1.7. Quarterly revenue and expenses by cost, category and locations.

1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for [redacted] ed

parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.13.3.1. Community outreach activities as outlined in the Statement of Work.

1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.13.3.4. Statistical data including, but not limited to:

1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.13.3.4.2. Program utilization data.

1.13.3.4.3. Number of telephone peer support outreach contacts.

1.13.3.4.4. Number and description of outreach activities.

1.13.3.4.5. Number and description of educational events provided on-site and in the community.

1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.13.3.6.1. Executive Director's report.

1.13.3.6.2. Board of Directors roster.

1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.13.4.3. The contract shall provide the following reports as determined by the department:

1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.14. Performance Measures

1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data; demographic, performance, and service data.

1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

1.15. Confidential Data

1.15.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.15.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.16. Privacy Impact Assessment

1.16.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.16.1.1. How PII is gathered and stored;

1.16.1.2. Who will have access to PII;

1.16.1.3. How PII will be used in the system;

1.16.1.4. How individual consent will be achieved and revoked; and

1.16.1.5. Privacy practices.

1.17. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided

however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Exhibit C-3, Budget Sheet, Amendment #1

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

FISCAL PERIOD: FY2025

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	PROG. SERV. FEES								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	PROG. SALES								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	PUBLIC SUPPORT								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	FEDERAL FUNDING								
441	Block Grants	$ 192,364	$ -	$ 84,657	$ -	$ -	$ 14,208	$ 93,499	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	BBH								
481	Community Mental Health	$ 370,320	$ -	$ 218,038	$ -	$ -	$ -	$ 152,282	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 562,684	$ -	$ 302,695	$ -	$ -	$ 14,208	$ 245,781	$ -
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 562,684	$ -	$ 302,695	$ -	$ -	$ 14,208	$ 245,781	$ -

600	PERSONNEL COSTS								
601	Salary & Wages	$ 355,108	$ -	$ 181,558	$ -	$ -	$ 4,836	$ 168,714	$ -

Contractor Initials CP

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602	Employee Benefits	$ 66,654	$ -	$ 35,280	$ -	$ -	$ 9,002	$ 22,372	$ -
603	Payroll taxes	$ 27,166	$ -	$ 13,889	$ -	$ -	$ 370	$ 12,907	$ -
	Subtotal	$ 448,928	$ -	$ 230,727	$ -	$ -	$ 14,208	$ 203,993	$ -
610	Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620	**PROFESSIONAL FEES**								
621	Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622	Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624	Accounting	$ 10,920	$ -	$ 5,460	$ -	$ -	$ -	$ 2,750	$ -
625	Audit Fees	$ 5,500	$ -	$ 2,750	$ -	$ -	$ -	$ -	$ -
626	Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627	Other Professional Fees/Consult	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
630	**STAFF DEV & TRNG.**								
631	Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632	In-Service Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ -	$ -
633	Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634	Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640	**OCCUPANCY COSTS**								
641	Rent	$ 60,000	$ -	$ 40,000	$ -	$ -	$ -	$ 20,000	$ -
642	Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643	Heating Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
644	Other Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
645	Maintenance & Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
646	Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647	Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650	**CONSUMABLE SUPPLIES**								
651	Office	$ 2,378	$ -	$ 1,500	$ -	$ -	$ -	$ 878	$ -
652	Building/Household	$ 3,600	$ -	$ 2,000	$ -	$ -	$ -	$ 1,600	$ -
653	Educational/Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
654	Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655	Food	$ 1,250	$ -	$ 750	$ -	$ -	$ -	$ 500	$ -
656	Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
657	Other Consumable Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
660	CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665	DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670	EQUIPMENT RENTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
680	EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal page	$ 533,326	$ -	$ 283,937	$ -	$ -	$ 14,208	$ 235,181	$ -

Contractor Initials CP

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Total Carried Forward		$ 533,326	$ -	$ 283,937	$ -	$ -	$ 14,208	$ 235,181	$ -
700	ADVERTISING	$ 2,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -
710	PRINTING	$ 2,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -
720	TELEPHONE/COMMUNICATIONS	$ 8,000	$ -	$ 4,000	$ -	$ -	$ -	$ 4,000	$ -
730	POSTAGE/SHIPPING	$ 450	$ -	$ 150	$ -	$ -	$ -	$ 300	$ -
740	TRANSPORTATION								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 750	$ -	$ 750	$ -	$ -	$ -	$ -	$ -
743	Clients	$ 9,714	$ -	$ 8,214	$ -	$ -	$ -	$ 1,500	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ 800	$ -	$ -	$ -	$ -	$ -	$ 800	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ 800	$ -	$ 400	$ -	$ -	$ -	$ 400	$ -
762	Vehicles	$ 2,700	$ -	$ 1,500	$ -	$ -	$ -	$ 1,200	$ -
763	Comprehensive Property & Liability	$ 800	$ -	$ 400	$ -	$ -	$ -	$ 400	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ 344	$ -	$ 344	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 562,684	$ -	$ 302,695	$ -	$ -	$ 14,208	$ 245,781	$ -
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM EXPENSES		$ 562,684	$ -	$ 302,695	$ -	$ -	$ 14,208	$ 245,781	$ -
SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)		(0)	0	0	0	0	(0)	0	0

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Exhibit C-4, Budget Sheet, Amendment #1

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

FISCAL PERIOD: FY2026

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	PROG. SERV. FEES								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	PROG. SALES								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	PUBLIC SUPPORT								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	FEDERAL FUNDING								
441	Block Grants	$ 192,364	$ -	$ 84,657	$ -	$ -	$ 14,208	$ 93,499	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	BBH								
481	Community Mental Health	$ 370,320	$ -	$ 218,038	$ -	$ -	$ -	$ 152,282	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 562,684	$ -	$ 302,695	$ -	$ -	$ 14,208	$ 245,781	$ -
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 562,684	$ -	$ 302,695	$ -	$ -	$ 14,208	$ 245,781	$ -
600	PERSONNEL COSTS								
601	Salary & Wages	$ 355,108	$ -	$ 181,558	$ -	$ -	$ 4,836	$ 168,714	$ -

Contractor Initials CP

Date 3/25/2024

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602	Employee Benefits	$ 66,654	$ -	$ 35,280	$ -	$ -	$ 9,002	$ 22,372	$ -
603	Payroll taxes	$ 27,166	$ -	$ 13,889	$ -	$ -	$ 370	$ 12,907	$ -
	Subtotal	$ 448,928	$ -	$ 230,727	$ -	$ -	$ 14,208	$ 203,993	$ -
610	Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620	**PROFESSIONAL FEES**								
621	Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622	Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624	Accounting	$ 10,920	$ -	$ 5,460	$ -	$ -	$ -	$ 2,750	$ -
625	Audit Fees	$ 5,500	$ -	$ 2,750	$ -	$ -	$ -	$ -	$ -
626	Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627	Other Professional Fees/Consult	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
630	**STAFF DEV & TRNG.**								
631	Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632	In-Service Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ -	$ -
633	Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634	Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640	**OCCUPANCY COSTS**								
641	Rent	$ 60,000	$ -	$ 40,000	$ -	$ -	$ -	$ 20,000	$ -
642	Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643	Heating Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
644	Other Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
645	Maintenance & Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
646	Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647	Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650	**CONSUMABLE SUPPLIES**								
651	Office	$ 2,378	$ -	$ 1,500	$ -	$ -	$ -	$ 878	$ -
652	Building/Household	$ 3,600	$ -	$ 2,000	$ -	$ -	$ -	$ 1,600	$ -
653	Educational/Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
654	Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655	Food	$ 1,250	$ -	$ 750	$ -	$ -	$ -	$ 500	$ -
656	Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
657	Other Consumable Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
660	CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665	DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670	EQUIPMENT RENTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
680	EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal page	$ 533,326	$ -	$ 283,937	$ -	$ -	$ 14,208	$ 235,181	$ -

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Exhibit C-4, Budget Sheet, Amendment #1

Total Carried Forward		$ 533,326	$ -	$ 283,937	$ -	$ -	$ 14,208	$ 235,181	$ -
700	ADVERTISING	$ 2,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -
710	PRINTING	$ 2,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -
720	TELEPHONE/COMMUNICATIONS	$ 8,000	$ -	$ 4,000	$ -	$ -	$ -	$ 4,000	$ -
730	POSTAGE/SHIPPING	$ 450	$ -	$ 150	$ -	$ -	$ -	$ 300	$ -
740	TRANSPORTATION								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 750	$ -	$ 750	$ -	$ -	$ -	$ -	$ -
743	Clients	$ 9,714	$ -	$ 8,214	$ -	$ -	$ -	$ 1,500	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ 800	$ -	$ -	$ -	$ -	$ -	$ 800	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ 800	$ -	$ 400	$ -	$ -	$ -	$ 400	$ -
762	Vehicles	$ 2,700	$ -	$ 1,500	$ -	$ -	$ -	$ 1,200	$ -
763	Comprehensive Property & Liability	$ 800	$ -	$ 400	$ -	$ -	$ -	$ 400	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ 344	$ -	$ 344	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 562,684	$ -	$ 302,695	$ -	$ -	$ 14,208	$ 245,781	$ -
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL PROGRAM EXPENSES	$ 562,684	$ -	$ 302,695	$ -	$ -	$ 14,208	$ 245,781	$ -
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	0	0	(0)	0	0

Contractor Initials CP

Date 3/25/2024

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA REGION VI is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 608796

Certificate Number: 0006592790

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of March A.D. 2024.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of H.E.A.R.T.S. PSC of Greater Nashua Region VI.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 28, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Claire Peddle Treas or Diane Hebert VP (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of H.E.A.R.T.S. PSC 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 was **valid thirty (30) days prior to and 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: 02/28/2024

LuAnn Woodbury

Signature of Elected Officer

Name: Luann Woodbury

Title: Secretary of the BOD's

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/22/2024

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	**CONTACT NAME:** Fairley Kenneally
E & S Insurance Services LLC	**PHONE (A/C, No, Ext):** (603) 293-2791 **FAX (A/C, No):** (603) 293-7188
21 Meadowbrook Lane	**E-MAIL ADDRESS:** fairley@esinsurance.net
P O Box 7425	
Gilford NH 03247-7425	

INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A: Great American Insurance Group	GAIG
INSURER B: FirstComp	27626
INSURER C: Mount Vernon Insurance Company	26522
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI
P O Box 1564
Nashua NH 03061

COVERAGES **CERTIFICATE NUMBER:** 23 24 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PAC 0987732 09	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			CAP 0987733 09	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						COMBINED SINGLE LIMIT EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0112725-14	07/01/2023	07/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
C	Directors & Officers Insurance			NDO2010584G	07/01/2023	07/01/2024	per claim	$1,000,000

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant 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

Fairley Kenneally

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

Mission Statement

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

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H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA

FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION

Years Ended June 30, 2022 and 2021

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

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

Opinion

We have audited the accompanying financial statements of H.E.A.R.T.S. Peer Support Center of Greater Nashua (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2022 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of June 30, 2022 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

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

Responsibilities of Management for the Financial Statements

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

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Auditors' Responsibilities for the Audit of the Financial Statements

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

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

Exercise professional judgement and maintain professional skepticism throughout the audit.

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

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

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

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

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

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Report on Summarized Comparative Information

We have previously audited H.E.A.R.T.S. Peer Support Center of Greater Nashua's 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 9, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

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

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
October 3, 2022

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H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

ASSETS	2022	2021
CURRENT ASSETS		
Cash and cash equivalents		
Operating	$ 13,563	$ 16,426
BMHS refundable	6,627	6,627
Total cash and cash equivalents	20,190	23,053
Accounts receivable	34,737	37,047
Total Current Assets	54,927	60,100
PROPERTY AND EQUIPMENT, at cost		
Leasehold Improvements	27,000	27,000
Furniture & Fixtures	15,717	15,717
Equipment	6,429	6,429
Vehicles	144,315	28,549
	193,461	77,695
Less accumulated depreciation	22,614	30,269
	170,847	47,426
OTHER ASSETS		
Security deposit	8,000	8,000
Total Assets	233,774	115,526
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	7,210	5,480
Accrued expenses	6,858	12,009
Refundable advance, BMHS	6,627	6,627
Current portion of long-term debt	1,945	-
Other liabilities	140	140
Total Current Liabilities	22,780	24,256
LONG-TERM LIABILITIES		
Long-term debt, net of current portion	13,977	-
Total Long-Term Liabilities	13,977	-
NET ASSETS		
Net Assets Without Donor Restriction	197,017	91,270
Net Assets With Donor Restriction	-	-
Total Net Assets	197,017	91,270
Total Liabilities and Net Assets	$ 233,774	$ 115,526

See Independent Auditors' Report and Notes to Financial Statements

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H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2022 and 2021

	2022	2021
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	$ 722,640	$ 488,837
Donations	2,641	3,772
Interest income	-	1
Total support and revenue	725,281	452,610
EXPENSES		
Program	539,409	333,383
Management & general	80,125	56,701
Total expenses	619,534	390,084
Increase in net assets	105,747	62,526
Net assets, beginning of year	91,270	28,744
Net assets, end of year	$ 197,017	$ 91,270

See Independent Auditors' Report and Notes to Financial Statements

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H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021

	Program Services	Management & General	Total 2022	2021
Salaries and wages	$ 324,382	$ 48,471	$ 372,853	$ 229,246
Employee benefits	33,797	5,050	38,847	18,805
Payroll taxes	29,035	4,339	33,374	20,664
Rent	93,120	2,880	96,000	66,000
Accounting fees	-	17,005	17,005	14,412
Training	955	-	955	2,320
Insurance	13,460	793	14,253	12,420
Client travel and transportation	6,471	-	6,471	2,632
Telephone	11,411	353	11,764	6,545
Building and household supplies	9,429	-	9,429	6,690
Office supplies and equipment	5,320	-	5,320	3,674
Client food	2,918	-	2,918	1,108
Member support	581	-	581	41
Advertsing and promotion	721	-	721	417
Staff travel and transportation	464	-	464	765
Other expenses	-	-	-	182
Printing	-	916	916	376
Postage and shipping	-	318	318	260
Depreciation	7,345	-	7,345	3,527
	$ 539,409	$ 80,125	$ 619,534	$ 390,084

See Independent Auditors' Report and Notes to Financial Statements

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H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	$ 105,747	$ 62,526
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	7,345	3,527
(Increase) decrease in operating assets		
Accounts receivable	2,310	(667)
Security deposits	-	(3,000)
Increase (decrease) in operating liabilities		
Accounts payable	1,730	(4,075)
Accrued expenses	(5,151)	4,683
Net Cash Provided By Operating Activities	111,981	62,994
CASH USED BY INVESTING ACTIVITIES		
Purchases of property and equipment	(114,844)	(49,146)
Net Increase (Decrease) in Cash and Cash Equivalents	(2,863)	13,848
Cash and Cash Equivalents, Beginning of Year	23,053	9,205
Cash and Cash Equivalents, End of Year	$ 20,190	$ 23,053

SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS

Cost of property and equipment	130,766	49,146
New debt assumed for property and equipment	(15,922)	-
Cash payment for property and equipment	$ 114,844	$ 49,146

See Independent Auditors' Report and Notes to Financial Statements

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NOTE 1 NATURE OF ORGANIZATION

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

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

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

Basis of Presentation

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

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

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

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

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NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash equivalents

For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents, excluding amounts the use of which is limited restriction. At years ended June 30, 2022 and 2021 the Organization had no cash equivalents.

Support and revenue

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

Property and Equipment

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight-line basis over the useful lives of the assets as listed below. Depreciation expense was $7,345 and $3,527 for the years ended June 30, 2022 and 2021, respectively. Expenditures for repairs and maintenance are expensed when incurred.

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

Functional Expenses and Cost Allocation of Expenses

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

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NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising costs

The Organization expenses advertising costs as they are incurred. Advertising expense was $721 and $417 for the years ended June 30, 2022 and 2021, respectively.

Accounts Receivable

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

Use of estimates

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

Income tax status

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

In-Kind Contributions

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

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NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, accounts payable and accrued expenses are stated at carrying cost at June 30, 2022 and 2021, which approximates fair value due to the relatively short maturity of these instruments.

New Accounting Pronouncement

In February, 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under the new guidance, a lessee will be required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the statement of financial position—the new ASU will require both types of leases to be recognized on the statement of financial position. This standard is effective for annual reporting periods beginning after December 15, 2021.

NOTE 3 RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses the Organization for the expenses. Eligible employees do not make salary reduction contributions. The Organization made $5,408 and $1,153 in retirement contributions for the years ended June 30, 2022 and 2021, respectively.

NOTE 4 COMPENSATED ABSENCES

The Organization has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2022 and 2021 was $4,160 and $3,696 respectively.

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NOTE 5 CONCENTRATION OF CREDIT RISK

Economic Dependency

The Organization currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2022 and 2021, the State grants made up 99% of the Organization's total support.

NOTE 5 CONCENTRATION OF CREDIT RISK (CONTINUED)

Cash Balances

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2022 and 2021 the Organization had no uninsured cash balances.

NOTE 6 LEASES

The Organization leases office space under the terms of a non-cancellable lease agreement. The Organization entered a lease agreement beginning January 1, 2021 and expiring on October 31, 2022. The Organization is now a tenant at will. Rent expense related to this agreement was $60,000 for the years ended June 30, 2022 and 2021, respectively.

In May 2022, the Organization entered into another lease agreement with the same lessor for another suite to support its Step-Up Step-Down program. This lease was effective May 1, 2022 through April 30, 2023 and thereafter becomes a tenant at will agreement. Rent expense related to this agreement was $36,000 for the year ended June 30 2022.

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

2023:	$ 30,000
	$ 30,000

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NOTE 7 REFUNDABLE ADVANCES

Under the terms of the service agreement with the Bureau of Mental Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, the Organization is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to $6,627 for the years ended June 30, 2022 and 2021.

NOTE 8 FAIR VALUE MEASUREMENTS

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

	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
2022			
Accounts Receivable	$ 37,737	$ -	$ 37,737
2021			
Accounts Receivable	$ 37,047	$ -	$ 37,047

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

NOTE 9 BOARD DESIGNATED NET ASSETS

The Organization has no board designated net assets as of June 30, 2022 and 2021, respectively.

NOTE 12 RISKS AND UNCERTAINTIES: COVID-19

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

NOTE 13 SUBSEQUENT EVENTS

Management has evaluated subsequent events through October 3, 2022, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

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NOTE 10 LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

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

	2022	2021
Cash and cash equivalents	$ 20,190	$ 23,053
Accounts receivable	37,737	37,047
	57,927	60,100
Less amounts:		
Funds required to be maintained under State agreement BMHS:	6,627	6,627
	$ 51,300	$ 53,473

NOTE 11 – LONG-TERM DEBT

Long-term debt consisted of a loan payable to Ally bank in monthly installments of $285 including principal and interest beginning August 2022. The interest is 8.64%. The note is secured by a vehicle.

The balance as of June 30, 2022 was:	$ 15,922
Less current portion:	(1,945)
	$ 13,977

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

2023	$ 1,945
2024	2,304
2025	2,512
2026	2,737
2027	2,983
Thereafter	3,441
Total	$ 15,922

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H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
YEAR ENDED JUNE 30, 2022

	State Approved BMHS Funds	State Approved SUSD Funds	State Approved Total	Non-BMHS Funds	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant income, current year	$ 427,025	$ 295,615	$ 722,640	$ -	$ 722,640
Grant income, prior year release	-	-	-	-	-
Donations	-		-	2,641	2,641
Program service revenue	-	-	-	-	-
Interest income	-	-	-	-	-
Total support and revenue	427,025	295,615	722,640	2,641	725,281
EXPENSES					
Salaries and wages	234,490	138,363	372,853	-	372,853
Employee benefits	34,514	4,333	38,847	-	38,847
Payroll taxes	33,374	-	33,374	-	33,374
Rent	60,000	36,000	96,000	-	96,000
Accounting fees	12,745	4,260	17,005	-	17,005
Training	925	30	955	-	955
Insurance	12,816	1,437	14,253	-	14,253
Client travel and transportation	5,871	600	6,471	-	6,471
Telephone	6,613	5,151	11,764	-	11,764
Building and household supplies	4,085	5,344	9,429	-	9,429
Office supplies and equipment	1,770	3,550	5,320	-	5,320
Client food	2,138	780	2,918	-	2,918
Member support	581	-	581	-	581
Advertising and promotion	439	282	721	-	721
Staff travel and transportation	436	28	464	-	464
Other expenses	-	-	-	-	-
Printing	596	320	916	-	916
Postage and shipping	197	121	318	-	318
Depreciation	-	-	-	7,345	7,345
Total expenses	411,590	200,599	612,189	7,345	619,534
Net Increase (Decrease) in Operating Net Assets	15,435	95,016	110,451	(4,704)	105,747
BMHS funds allowed for:					
Capital purchases	-	(130,766)	(130,766)	130,766	-
Net Increase (Decrease) in Net Assets	15,435	(35,750)	(20,315)	126,062	105,747
Net assets (deficit), beginning of year	(5,507)	15,642	10,135	81,135	91,270
Net assets (deficit), end of year	$ 9,928	$ (20,108)	$ (10,180)	$ 207,197	$ 197,017

See Independent Auditors' Report and Notes to Financial Statements

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H.E.A.R.T.S.
Board of Directors
January 24, 2024

President: Vacant

Vice President: Diane Hebert

[redacted]

Joined 04/27/2021
Term #3, Term Length: 1 years
Term Expiration: 6/30/2024

Treasurer: Claire Peddle

[redacted]

Joined 05/17/2012
Term #6, Term Length: 2 years
Term Expiration: 6/30/2025

Secretary: Luann Woodbury

[redacted]

Joined 06/22/2022
Term #3, Term Length: 1 years
Term Expiration: 6/30/2024

Board Members:

Cathy Gurski

[redacted]

Joined June 22, 2022

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Pat Henle

[redacted]

Joined June 22, 2022

We are currently seeking candidates from the community of our region to establish a strong board. Will keep you updated each month on this progress. Currently seeking candidates for MCRT, GNMHC, Area Agency, NAMI Nashua, Habor Care, C of C, Members, and United Way.

Recent Potential BOD's Candidate we are pursuing is Elaine Mosley a Business owner and MH Advocate from Amherst, NH referred by Laurette Edelmann. We had 2 interested candidates that attended the April 26 meeting. We also have a new interest from the PLUS Company and THE MCRT from GNMHC.

We have two interested candidates who have attended 1 meeting a piece. Leon Brown and Larry Woodbury.

Thank you,

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Ken Lewis

OBJECTIVE

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

EXPERIENCE

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

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

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

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

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

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

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

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

2003-2005	Machine Operator/NC Operator at Sanmina-Sci Corp. in Wilmington, MA
2002-2003	Assistant Manager at Spring Glow Services in Oroville, CA
1998-2002	Craftsman-Pipe Fitter/Boilermaker at NEPCO Corp. in Sacramento, CA
1989-1998	Engineering Technician at HADCO Corp. in Hudson, NH
1986-1989	Incoming Inspection QA/QC at Digital Corp. in Nashua, NH
1984-1986	Electronic Technician at Wang Corp. in Haverhill, MA
1983-1984	Electronic Technician at Lockheed/Sanders in Nashua, NH

EDUCATION

2004 – 2007	New Hampshire Community Technical College, Nashua, NH Certificate in American Sign Language I, II, III, IV; Deaf Culture I, II
1974-1978	Sunnyvale High School, Sunnyvale, CA Graduated 1978

TRAININGS

Certified in IPS Facilitators Training and continuing a two-year Recertification as well as quarterly Co-Supervision trainings each year
Certified in WRAP Facilitators Training and continuing a two-year Recertification.
Certified in WHAM Facilitators Training and continuing a two-year Recertification.
Substance Abuse State of New Hampshire Training
Certified in Recovery Coach for Alcohol and Drugs
Planting the Seeds for Health and Wholeness Training
Smoking Cessation Program Certified Peer Specialist
Certified in SOAR Program
Certified in First Aid and CPR
Certification in American Sign Language
Safe Food Handling Class from NHFB
Administrative Training
Members Rights and Responsibilities / Sexual Harassment

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Leslie Ryan/Roman

[redacted]

Date March 29, 2019

Objectives

To work with my peers

Education

1998-2001 Milford High School (Diploma)
2001-2002 Vergennes Job Corps (Diploma)
- Degree in cooking

Experience

Peer Support Staff (2013 -present)
H.E.A.R.T.S. PEER SUPPORT (5 Pine Street Extension Suite 1g)
Peer Support
Facilitate groups and workshops
Constructing the Newsletter

Qualifications

Lived experience
W.R.A.P. Overview
W.R.A.P Facilitator Training
W.R.A.P. Refresher Course
W.R.A.P. Workshop
I.P.S 101
I.P.S. Core
Crisis Respite Training
Attended H.E.A.R.T.S. PEER SUPPORT CENTER for three years
Attended W.R.A.P. AND I.P.S groups for three years
Certified Peer Specialist

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Amy Kinnunen

Objective

To be available to work with and support my peers. To receive support while giving support. To use the certified trainings, (IPS and WRAP) I have received as an employee of H.E.A.R.T.S.

Experience

2017-Present H.E.A.R.T.S. Peer Support Center and Peer Respite Center Nashua, NH

Member/Staff

- Member/Staff Crisis Respite Center
  Is available for one on one peer support now in SUSD

2016-2017
Toy's "R" Us

EDUCATION

2002 graduated Milford High School
Facilitator of IPS
Facilitator of WRAP

References are
available on request.

Trainings: IPS Core Facilitator
WRAP Facilitator
WHAM SAMHSA Course
Certified Peer Specialist

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KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name: **H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI**

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Ken Lewis	Executive Director	56.00%	$39,000.00
Open	Director of Programs	54.00%	$26,000.00
Leslie Roman	Program Manager of PSC	100.00%	$36,920.00
Amy Kinnunen	Program Manager of CRC	100.00%	$36,400.00
		0.00%	$0.00
		0.00%	$0.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $7,586,542 to operate Peer Support Agencies for the provision of peer support to individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services, with the option to renew for up to four (4) additional years, effective July, 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 39% Federal Funds. 61% General Funds.

Contractor Name	Vendor Code	Area Served & Office Locations	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Region VIII Portsmouth	$706,686
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Region VI Nashua	$1,125,368
Infinity Peer Support Cooperative (Rochester)	157797-B001	Region IX Rochester	$560,608
Lakes Region Consumer Advisory Board (Laconia, NH)	157060-B001	Regions III & IV Laconia & Concord	$980,936
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Region V Keene	$799,798
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Regions VII & X Manchester & Derry	$1,193,564
The Alternative Life Center (Conway, NH)	168081-B001	Region I Conway, Colebrook, Littleton, & Berlin	$1,245,310
The Stepping Stone Drop-In Center Association (Claremont, NH)	157697-B001	Region II Claremont & Lebanon	$974,272
		Total:	**$7,586,542**

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to operate Peer Support Agencies (PSA) for the provision of peer support for individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

Approximately 2,500 individuals will be served during State Fiscal Years 2023 and 2024.

New Hampshire's 10-year mental health plan emphasizes the importance of increasing access to and utilization of peer services. PSAs are physically located in each of the ten (10) Mental Health Regions wherein trained peers provide Intentional Peer Support (IPS) that helps individuals become more empowered and less dependent on the clinical mental health system. Contractors will provide peer support services that foster recovery from mental illness and promote self-advocacy. By providing peer support, peer education, and peer programming, the Contractors will assist individuals to develop skills to manage and cope with symptoms of illness, and to identify and use natural supports. Warmline services will be available statewide through telephonic peer support to assist individuals with addressing a current crisis related to their mental health during hours when a PSA is closed for services. Peer Respite, a 24-hour short-term, seven (7) day, non-clinical program designed as an alternative to hospitalization will also be offered in Mental Health Regions V and VI.

The Department will monitor services by reviewing monthly, quarterly, and annual reports provided by the Contractor.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, individuals in need of peer support services that facilitate wellness and recovery from mental illness will not receive peer support services; leaving them at risk of needing mental health services from the Community Mental Health Centers and/or from local hospitals, which are more costly alternatives to peer support services.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM083816

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 1-4 and 7-10

	Maximum Points Available	(R1) Alternative Life Center	(R1) TrueCare24	(R2) The Stepping Stone Drop-In Center Association	(R3) Lakes Region Consumer Advisory Board	(R4) Lakes Region Consumer Advisory Board	(R7) On the Road to Wellness	(R8) Connections Peer Support Center	(R9) Infinity Peer Support	(R10) On the Road to Wellness
Technical										
Ability Q1	40	33	15	38	20	20	40	40	25	40
Staffing Q2	25	20	7	20	7	7	24	24	12	24
Collaboration Q3	30	26	5	27	15	15	26	30	15	26
TOTAL POINTS	95	79	27	85	42	42	90	94	52	90

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title :Peer Support Agencies Regions 5 and 6

	Maximum Points Available	(R5) Monadnock Area Peer Support Agency	(R6) H.E.A.R.T.S PSA
Technical			
Ability Q1	40	40	32
Staffing Q2	25	24	16
Collaboration Q3	30	30	29
Ability for Peer Respite Q4	40	40	20
Experience with Peer Respite Q5	25	23	20
TOTAL POINTS	160	157	117

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Gottfredsen	Business Administrator II

05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92204118					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
2024	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
Subtotal			**$ 414,476.00**	$ -	**$ 414,476.00**
The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
2024	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
Subtotal			**$ 268,816.00**	$ -	**$ 268,816.00**
Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
2024	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
Subtotal			**$ 326,484.00**	$ -	**$ 326,484.00**
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
2024	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
Subtotal			**$ 266,196.00**	$ -	**$ 266,196.00**
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
2024	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
Subtotal			**$ 419,106.00**	$ -	**$ 419,106.00**
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
2024	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
Subtotal			**$ 397,254.00**	$ -	**$ 397,254.00**
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
2024	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
Subtotal			**$ 235,208.00**	$ -	**$ 235,208.00**
Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00
2024	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00

Subtotal			$ 131,196.00	$ -	$ 131,196.00

SUB TOTAL			$ 2,458,736.00	$ -	$ 2,458,736.00

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
2024	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
Subtotal			$ 475,032.00	$ -	$ 475,032.00

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
2024	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
Subtotal			$ 427,092.00	$ -	$ 427,092.00

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
2024	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
Subtotal			$ 374,184.00	$ -	$ 374,184.00

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
2024	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
Subtotal			$ 305,088.00	$ -	$ 305,088.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
2024	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
Subtotal			$ 384,728.00	$ -	$ 384,728.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
2024	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
Subtotal			$ 455,292.00	$ -	$ 455,292.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
Subtotal			$ 269,568.00	$ -	$ 269,568.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
Subtotal			$ 269,238.00	$ -	$ 269,238.00

SUB TOTAL			$ 2,960,222.00	$ -	$ 2,960,222.00

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

Activity Code: 92204117

The Alternative Life Center

Vendor # 068801

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
2024	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
Subtotal			$ 355,802.00	$ -	$ 355,802.00

The Stepping Stone Drop-In Center Association

Vendor # 157967

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
2024	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
Subtotal			$ 278,364.00	$ -	$ 278,364.00

Lakes Region Consumer Advisory Board

Vendor # 157060

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
2024	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
Subtotal			$ 280,268.00	$ -	$ 280,268.00

Monadnock Area Peer Support Agency

Vendor # 157973

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
2024	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
Subtotal			$ 228,514.00	$ -	$ 228,514.00

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

Vendor # 209287

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
2024	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
Subtotal			$ 321,534.00	$ -	$ 321,534.00

On the Road to Recovery, Inc.

Vendor # 158839

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
2024	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
Subtotal			$ 341,018.00	$ -	$ 341,018.00

Connections Peer Support Center

Vendor # 157070

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
2024	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
Subtotal			$ 201,910.00	$ -	$ 201,910.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
2024	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
Subtotal			$ 160,174.00	$ -	$ 160,174.00
SUB TOTAL			$ 2,167,584.00	$ -	$ 2,167,584.00
TOTAL			$ 7,586,542.00	$ -	$ 7,586,542.00

Summary by Vendor	Total Amount
The Alternative Life Center	$ 1,245,310.00
The Stepping Stone Drop-In Center Association	$ 974,272.00
Lakes Region Consumer Advisory Board	$ 980,936.00
Monadnock Area Peer Support Agency	$ 799,798.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	$ 1,125,368.00
On the Road to Recovery, Inc.	$ 1,193,564.00
Connections Peer Support Center	$ 706,686.00
Tri-City Consumers' Action Co-operative	$ 560,608.00
Total	$ 7,586,542.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-02)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI		1.4 Contractor Address 5 Pine Street, Ext. Suite 1G Nashua, NH 03060	
1.5 Contractor Phone Number (603) 882-8400	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation $1,125,368
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Claire Peddle Date: 6/13/2022		1.12 Name and Title of Contractor Signatory Claire Peddle Treasurer	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/13/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/13/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS
Date 6/13/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

DS

Contractor Initials CP

Date 8/13/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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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 CP

Date 6/13/2022

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 6.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Physical exercise.

1.8.1.2.5. Mindfulness activities including, but not limited to:

1.8.1.2.5.1. Yoga.

1.8.1.2.5.2. Meditation.

1.8.1.2.5.3. Journaling.

1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;

1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and

1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.3.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests in a Contractor-owned or leased vehicle, to and from their

homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. The minimum engagement policy.

1.8.16.2. Suspension of membership policy.

1.8.16.3. Membership rules.

1.8.16.4. Attestation that the consumer supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.3. Annual wellness training is available to staff.

1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.

1.8.33.5. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.9. Peer Respite:

1.9.1. The Contractor shall agree to operate a peer operated Peer Respite that provides early intervention for individuals 18 years of age and older who have a mental illness and who are experiencing a crisis in the community. The Contractor shall:

1.9.1.1. Operate the respite program at a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval.

1.9.1.2. Provide services to any individual from any of the Regions in New Hampshire regardless of where they live, attend school or work.

1.9.1.3. Provide a short-term, seven (7)-day stay, peer respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.

1.9.1.4. Provide interventions using a model of IPS or another SAMHSA-recognized mental health peer support model that focuses on individual's strengths and assists in personal recovery and wellness.

1.9.1.5. Provide a place for the individual to stay temporarily in order to facilitate recovery, which must be staffed with a certified Peer Support Specialist 24 hours per day when participants are in the program.

1.9.1.6. Provide referrals to the local community mental health center for individuals who require a higher level of care or evaluation for hospitalization.

1.9.1.7. Provide transportation to and from the peer respite program to other community-based appointments as agency schedule and staffing allows.

1.9.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.

1.9.1.9. Provide individualized supports with a focus on wellness and recovery planning, if applicable.

1.9.1.10. Support the individual in returning to participation in community activities, services and supports.

1.9.1.11. Ensure the individual's health needs are addressed if the individual becomes ill or injured during the course of the individual's stay in the peer respite program.

1.9.1.12. Ensure communication with other service providers involved in the individual's care, with the individual's written consent.

1.10. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.11. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.12. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.12.1. Personnel records.

1.12.2. Financial records.

1.12.3. Program data files.

1.13. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.14. Reporting

1.14.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.14.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.14.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.14.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.14.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.14.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.14.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.14.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.14.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.14.1.7. Quarterly revenue and expenses by cost, category and locations.

1.14.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.14.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.14.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.14.3.1. Community outreach activities as outlined in the Statement of Work.

1.14.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.14.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.14.3.4. Statistical data including, but not limited to:

1.14.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.14.3.4.2. Program utilization data.

1.14.3.4.3. Number of telephone peer support outreach contacts.

1.14.3.4.4. Number and description of outreach activities.

1.14.3.4.5. Number and description of educational events provided on-site and in the community.

1.14.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.14.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.14.3.6.1. Executive Director's report.

1.14.3.6.2. Board of Directors roster.

1.14.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.14.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.14.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.14.4.3. The contract shall provide the following reports as determined by the department:

1.14.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.14.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.14.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.14.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.15. Performance Measures

1.15.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.15.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.15.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.15.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
   1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
   3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
   3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:DS

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. 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.

8. Audits

   8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.

   8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 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.

      8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   8.3. In addition to, and not in any way in limitation of obligations of the Agreement, 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.

9. Property Standards

9.1. Insurance coverage.

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell

property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

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

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

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

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

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

9.3.3. Use.

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

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for

use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

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

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

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

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

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

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

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

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

9.3.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

10. Property Trust Relationship and Liens

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

6/13/2022
Date

DocuSigned by:
Claire Peddle
Name: Claire Peddle
Title: Treasurer

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

6/13/2022
Date

DocuSigned by:
Claire Peddle
Name: Claire Peddle
Title: Treasurer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

6/13/2022
Date

DocuSigned by:
Claire Peddle
Name: Claire Peddle
Title: Treasurer

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.

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

6/13/2022
Date

DocuSigned by:
Claire Peddle
Name: Claire Peddle
Title: Treasurer

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

6/13/2022
Date

DocuSigned by:
Claire Peddle
Name: Claire Peddle
Title: Treasurer

Contractor Initials CP
Date 6/13/2022

New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. 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	H.E.A.R.T.S. Peer Support Center of Greate
The State	Name of the Contractor
Katja S. Fox	Claire Peddle
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Claire Peddle
Name of Authorized Representative	Name of Authorized Representative
Director	Treasurer
Title of Authorized Representative	Title of Authorized Representative
6/13/2022	6/13/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

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

6/13/2022
Date

DocuSigned by:
Claire Peddle
Name: Claire Peddle
Title: Treasurer

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 031182255

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

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

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

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.).

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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 Support Agencies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Infinity Peer Support Cooperative ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #26), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,121,216

3. Modify Exhibit A, Revisions to Standard Agreement Provisions, by adding Sections 1.4. and 1.5., to read:

   1.4. Paragraph 14., Insurance., is amended by adding subparagraph 14.4. as follows:

   14.4. Effective July 1, 2024, tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property with a policy limit not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

   1.5. Paragraph 14., Insurance., is amended by adding subparagraph 14.5. as follows:

   14.5. Effective July 1, 2024, a fidelity bond in an amount not less than $1,121,216, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement.

4. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B - Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit C, Payment Terms, Section 3, to read:

   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 items, as specified in Exhibits C-1, Budget Sheet through Exhibit C-4, Budget Sheet, Amendment #1.

6. Add Exhibit C-3, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-4, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 01, 2024, 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

3/13/2024
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D81884F3...
Name: Katja S. Fox
Title: Director

Infinity Peer Support Cooperative

3/13/2024
Date

DocuSigned by:
Heather Walker-McConihe
6FC10EB95F9C482...
Name: Heather Walker-McConihe
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

3/15/2024
Date

DocuSigned by:
Robyn Guarino
74873484694460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B – Amendment #1

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 9.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with New Hampshire (NH) Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. Discussion groups that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.1.9. Mental health symptoms or symptom management.

1.8.1.2. Discussion or activity groups that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Stress management.

1.8.1.2.5. Self-care.

1.8.1.2.6. Physical exercise, including, but not limited to:

1.8.1.2.6.1. Walking.

1.8.1.2.6.2. Stretching.

1.8.1.2.6.3. Dancing.

1.8.1.2.6.4. Games or activities that involve movement or exercise.

1.8.1.2.7. Mindfulness activities including, but not limited to:

1.8.1.2.7.1. Yoga.

1.8.1.2.7.2. Meditation.

1.8.1.2.7.3. Journaling.

1.8.1.2.7.4. Relaxation techniques.

1.8.1.3. Activity groups that provide positive skill-building which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. Discussion or activity groups that foster independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.1.4.6. Life skills.

1.8.1.4.7. Member meetings.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual on a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the Intentional Peer Support (IPS) or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Have a minimum of one community outreach staff whom conducts a minimum of 15 hours of outreach per week in the community engaging with, but not limited to:

1.8.6.1.1. Individuals, who are not already members, in the community.

1.8.6.1.2. Individuals who are hospitalized with a psychiatric condition.

1.8.6.1.3. Individuals who are homeless.

1.8.6.1.4. Community providers.

1.8.6.1.5. Community organizations.

1.8.6.2. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.2.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.2.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.2.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.2.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.2.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. First and Last name.

1.8.16.2. Date of birth.

1.8.16.3. Gender.

1.8.16.4. Town of residence.

1.8.16.5. The minimum engagement policy.

1.8.16.6. Suspension of membership policy.

1.8.16.7. Membership rules.

1.8.16.8. Attestation that the individual supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff complete the NH Peer Certification training requirements and obtain certification, as specified by the department, within 12 month of employment.

1.8.33.2. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.3. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.4. Annual wellness training is available to staff.

1.8.33.5. Intentional Peer Support (IPS) training or another SAMHSA-recognized mental health peer support model.

1.8.33.6. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of an individual utilizing PSA services.

1.9. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.10. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.10.1. Personnel records.

1.10.2. Financial records.

1.10.3. Program data files.

1.11. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings and consultation services on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.12. Reporting

1.12.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.12.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.12.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.12.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.12.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.12.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.12.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.12.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.12.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.12.1.7. Quarterly revenue and expenses by cost, category and locations.

1.12.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.12.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.12.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.12.3.1. Community outreach activities as outlined in the Statement of Work.

1.12.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.12.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.12.3.4. Statistical data including, but not limited to:

1.12.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.12.3.4.2. Program utilization data.

1.12.3.4.3. Number of telephone peer support outreach contacts.

1.12.3.4.4. Number and description of outreach activities.

1.12.3.4.5. Number and description of educational events provided on-site and in the community.

1.12.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.12.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.12.3.6.1. Executive Director's report.

1.12.3.6.2. Board of Directors roster.

1.12.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.12.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.12.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.12.4.3. The contract shall provide the following reports as determined by the department:

1.12.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.12.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.12.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.12.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.13. Performance Measures

1.13.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.13.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.13.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data:

1.13.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

1.14. Confidential Data

1.14.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.14.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in acc

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with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.15. Privacy Impact Assessment

1.15.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.15.1.1. How PII is gathered and stored;

1.15.1.2. Who will have access to PII;

1.15.1.3. How PII will be used in the system;

1.15.1.4. How individual consent will be achieved and revoked; and

1.15.1.5. Privacy practices.

1.16. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, p[illegible]

however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Exhibit C-3, Budget Sheet, Amendment #1

Region: Region IX

Program: Infinity Peer Support Cooperative dba Infinity Peer Support

FISCAL PERIOD: FY2025 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	**PROG. SERV. FEES**								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	**PROG. SALES**								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	**PUBLIC SUPPORT**								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	**FEDERAL FUNDING**								
441	Block Grants	$ 134,619	$ -	$ 134,619	$ -	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	**BBH**								
481	Community Mental Health	$ 145,685	$ -	$ 145,685	$ -	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 280,304	$ -	$ 280,304	$ -	$ -	$ -	$ -	$ -
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 280,304	$ -	$ 280,304	$ -	$ -	$ -	$ -	$ -

Contractor Initials RMM

Date 3/13/2024

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600 PERSONNEL COSTS								
601 Salary & Wages	$ 163,207	$ -	$ 163,207	$ -	$ -	$ -	$ -	$ -
602 Employee Benefits	$ 19,295	$ -	$ 19,295	$ -	$ -	$ -	$ -	$ -
603 Payroll taxes	$ 12,485	$ -	$ 12,485	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 194,987	$ -	$ 194,987	$ -	$ -	$ -	$ -	$ -
610 Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620 PROFESSIONAL FEES								
621 Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622 Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624 Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
625 Audit Fees	$ 7,700	$ -	$ 7,700	$ -	$ -	$ -	$ -	$ -
626 Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627 Other Professional Fees/Consult	$ 2,600	$ -	$ 2,600	$ -	$ -	$ -	$ -	$ -
630 STAFF DEV & TRNG.								
631 Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632 In-Service Training	$ 320	$ -	$ 320	$ -	$ -	$ -	$ -	$ -
633 Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634 Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640 OCCUPANCY COSTS								
641 Rent	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
642 Mortgage Payments	$ 16,428	$ -	$ 16,428	$ -	$ -	$ -	$ -	$ -
643 Heating Costs	$ 3,000	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
644 Other Utilities	$ 8,550	$ -	$ 8,550	$ -	$ -	$ -	$ -	$ -
645 Maintenance & Repairs	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ -	$ -
646 Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647 Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650 CONSUMABLE SUPPLIES								
651 Office	$ 2,500	$ -	$ 2,500	$ -	$ -	$ -	$ -	$ -
652 Building/Household	$ 3,600	$ -	$ 3,600	$ -	$ -	$ -	$ -	$ -
653 Educational/Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
654 Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655 Food	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
656 Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657 Other Consumable Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
660 CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665 DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670 EQUIPMENT RENTAL	$ 2,750	$ -	$ 2,750	$ -	$ -	$ -	$ -	$ -
680 EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal page	$ 248,935	$ -	$ 248,935	$ -	$ -	$ -	$ -	$ -

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Total Carried Forward		$ 248,935	$ -	$ 248,935	$ -	$ -	$ -	$ -	$ -
700	ADVERTISING	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 3,350	$ -	$ 3,350	$ -	$ -	$ -	$ -	$ -
730	POSTAGE/SHIPPING	$ 200	$ -	$ 200	$ -	$ -	$ -	$ -	$ -
740	TRANSPORTATION								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
743	Clients	$ 5,000	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ 6,919	$ -	$ 6,919	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ 1,850	$ -	$ 1,850	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 2,050	$ -	$ 2,050	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 11,500	$ -	$ 11,500	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 280,304	$ -	$ 280,304	$ -	$ -	$ -	$ -	$ -
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL PROGRAM EXPENSES	$ 280,304	$ -	$ 280,304	$ -	$ -	$ -	$ -	$ -
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	0	0	0	0	0

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Region: Region IX

Program: Infinity Peer Support Cooperative dba Infinity Peer Support

FISCAL PERIOD: FY2026 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	PROG. SERV. FEES								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	PROG. SALES								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	PUBLIC SUPPORT								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	FEDERAL FUNDING								
441	Block Grants	$ 134,619	$ -	$ 134,619	$ -	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	BBH								
481	Community Mental Health	$ 145,685	$ -	$ 145,685	$ -	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 280,304	$ -	$ 280,304	$ -	$ -	$ -	$ -	$ -
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 280,304	$ -	$ 280,304	$ -	$ -	$ -	$ -	$ -

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600 PERSONNEL COSTS								
601 Salary & Wages	$ 163,207	$ -	$ 163,207	$ -	$ -	$ -	$ -	$ -
602 Employee Benefits	$ 19,295	$ -	$ 19,295	$ -	$ -	$ -	$ -	$ -
603 Payroll taxes	$ 12,485	$ -	$ 12,485	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 194,987	$ -	$ 194,987	$ -	$ -	$ -	$ -	$ -
610 Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620 PROFESSIONAL FEES								
621 Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622 Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624 Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
625 Audit Fees	$ 7,700	$ -	$ 7,700	$ -	$ -	$ -	$ -	$ -
626 Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627 Other Professional Fees/Consult	$ 2,600	$ -	$ 2,600	$ -	$ -	$ -	$ -	$ -
630 STAFF DEV & TRNG.								
631 Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632 In-Service Training	$ 320	$ -	$ 320	$ -	$ -	$ -	$ -	$ -
633 Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634 Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640 OCCUPANCY COSTS								
641 Rent	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
642 Mortgage Payments	$ 16,428	$ -	$ 16,428	$ -	$ -	$ -	$ -	$ -
643 Heating Costs	$ 3,000	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
644 Other Utilities	$ 8,550	$ -	$ 8,550	$ -	$ -	$ -	$ -	$ -
645 Maintenance & Repairs	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ -	$ -
646 Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647 Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650 CONSUMABLE SUPPLIES								
651 Office	$ 2,500	$ -	$ 2,500	$ -	$ -	$ -	$ -	$ -
652 Building/Household	$ 3,600	$ -	$ 3,600	$ -	$ -	$ -	$ -	$ -
653 Educational/Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
654 Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655 Food	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
656 Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657 Other Consumable Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
660 CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665 DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670 EQUIPMENT RENTAL	$ 2,750	$ -	$ 2,750	$ -	$ -	$ -	$ -	$ -
680 EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal page	$ 248,935	$ -	$ 248,935	$ -	$ -	$ -	$ -	$ -

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Total Carried Forward		$ 248,935	$ -	$ 248,935	$ -	$ -	$ -	$ -	$ -
700	ADVERTISING	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 3,350	$ -	$ 3,350	$ -	$ -	$ -	$ -	$ -
730	POSTAGE/SHIPPING	$ 200	$ -	$ 200	$ -	$ -	$ -	$ -	$ -
740	**TRANSPORTATION**								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
743	Clients	$ 5,000	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	**ASSIST.TO INDIVIDUALS**								
751	Client Services	$ 6,919	$ -	$ 6,919	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	**INSURANCE**								
761	Malpractice & Bonding	$ 1,850	$ -	$ 1,850	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 2,050	$ -	$ 2,050	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 11,500	$ -	$ 11,500	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 280,304	$ -	$ 280,304	$ -	$ -	$ -	$ -	$ -
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL PROGRAM EXPENSES	$ 280,304	$ -	$ 280,304	$ -	$ -	$ -	$ -	$ -
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	0	0	0	0	0

Contractor Initials HDM

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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 INFINITY PEER SUPPORT COOPERATIVE is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on December 30, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **222319**

Certificate Number: **0006592925**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of March A.D. 2024.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Crystal Pomeroy, 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 Infinity Peer Support Cooperative.
(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 March 6, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Heather Walker-McConihe,Executive Direcor or Stephanie Auclair, Board Chair (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Infinity Peer Support Cooperative 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 was **valid thirty (30) days prior to and 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: March 7, 2024

Signature of Elected Officer

Name: Crystal Pomeroy

Title: Board Secretary

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TRI-CON-01 LSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2024

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 Bernier Insurance Inc. 32 Wakefield St Rochester, NH 03867	CONTACT NAME: PHONE (A/C, No, Ext): (603) 335-2345 FAX (A/C, No): (603) 994-4663 E-MAIL ADDRESS: info@bernierins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Philadelphia Insurance Company
INSURED Infinity Peer Support Cooperative 55 Summer St. Rochester, NH 03867	INSURER B: AmTrust
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			PHPK2566289	8/2/2023	8/2/2024	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PROJECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK2566286	8/2/2023	8/2/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]	N/A		WWC3656712	7/6/2023	7/6/2024	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional			PHPK2566289	8/2/2023	8/2/2024		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Non-Profit Organization - Human Services

CERTIFICATE HOLDER

NH DHHS
129 Pleasant St.
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Loretta Snell

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MISSION STATEMENT

Our members are dedicated to building a community with an alternative, peer-oriented approach to mental health wellness and recovery.

Organizational Description

Infinity Peer Support Cooperative (dba Infinity Peer Support) is a non-profit tax-exempt 501(c)(3) corporation managed by peers for peers over the age of eighteen (18) who reside in Strafford County.

INTRODUCTION

This manual, or any other document created by Infinity Peer Support is not intended to and does not create contractual obligations with Infinity Peer Support or any employees of the agency, who are employees at will. No one has the authority to make promises that may vary from these practices without an exception in writing from the Executive Director or Board of Directors.

You are employed under the terms and conditions on Budget Form B, Personnel of the Request for Proposal (RFP)/Contract and described in more detail in your letter of employment. This manual is intended to serve as a guide during your employment with Infinity Peer Support. It contains general information concerning the employment policies and procedures of our organization.

The provisions that follow are the personnel and office policies of Infinity Peer Support and are current as of the date of this publication. These policies apply to ALL employees. The agency reserves the right to add, delete, or modify the Personnel Manual without prior notification. Such additions, deletions or modifications will be effective when approved by the Infinity Peer Support Board of Directors. When changes occur, you will be notified in writing.

ADMINISTRATION

After the Personnel Manual has been approved by the Board of Directors, the Executive Director has final responsibility for administration of these personnel practices.

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INFINITY PEER SUPPORT COOPERATIVE

FINANCIAL STATEMENTS

Years Ended June 30, 2023 and 2022

AND SUPPLEMENTARY INFORMATION

Year Ended June 30, 2023

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors
Infinity Peer Support Cooperative
Rochester, New Hampshire

Opinion

We have audited the accompanying financial statements of Infinity Peer Support Cooperative (a New Hampshire nonprofit corporation), which comprise the statements of financial positions as of June 30, 2023 and 2022 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Infinity Peer Support Cooperative as of June 30, 2023 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

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

Responsibilities of Management for the Financial Statements

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

Exercise professional judgement and maintain professional skepticism throughout the audit.

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

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

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

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

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 13 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
November 6, 2023

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INFINITY PEER SUPPORT COOPERATIVE
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2023 AND JUNE 30, 2022
See Independent Auditors' Report

ASSETS	2023	2022
CURRENT ASSETS		
Cash and cash equivalents		
Operating	$ 88,964	$ 87,724
BMHS refundable	-	19,005
Total cash and cash equivalents	88,964	106,729
Accounts receivable	16,325	20,556
Prepaid expenses	2,734	1,742
Total Current Assets	108,023	129,027
PROPERTY AND EQUIPMENT, at cost		
Land	66,700	66,700
Building	260,160	257,710
Vehicles	53,946	53,946
Furniture and fixtures	15,398	11,829
Total property & equipment	396,204	390,185
Less accumulated depreciation	111,092	96,445
	285,112	293,740
OTHER ASSETS		
Finance lease right of use asset	3,395	-
	3,395	-
Total Assets	396,530	422,767
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	2,924	5,533
Accrued expenses	5,908	8,228
Note payable, SBA, current portion	16,428	-
Finance lease liability, current portion	2,564	-
Refundable Advance, BMH funds	-	19,005
Total Current Liabilities	27,824	32,766
LONG TERM LIABILITIES		
Note payable - SBA, less current portion	285,674	304,900
Finance lease liability, less current portion	831	-
Note payable - State of NH BMH	25,000	25,000
Total Long Term Liabilities	311,505	329,900
NET ASSETS		
Without Donor Restriction	57,201	60,101
With Donor Restriction	-	-
Total Net Assets	57,201	60,101
Total Liabilities and Net Assets	$ 396,530	$ 422,767

Notes to Financial Statements

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INFINITY PEER SUPPORT COOPERATIVE
STATEMENTS OF ACTIVITIES, FUNCTIONAL EXPENSES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2023 AND 2022
See Independent Auditors' Report

	2023	2022
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	$ 299,309	$ 209,046
Public grants	32,075	10,000
Donations	-	315
Rental income	380	-
Interest income	9	4
Total support and revenue	331,773	219,365
EXPENSES		
Program Expenses		
Wages	176,720	134,623
Payroll taxes	13,668	10,132
Employee benefits	8,569	5,296
Retirement plan expense	3,385	-
Office supplies	3,458	1,658
Building supplies	3,767	1,919
Food and other consumable supplies	1,511	859
Telephone and internet	3,460	3,929
Utilities	10,225	13,213
Insurance	11,987	10,240
Repairs and maintenance	7,854	10,235
Transportation and travel	6,044	4,964
Member training	1,379	142
Depreciation	14,647	13,998
Postage	76	58
Equipment rental	2,564	2,564
Interest expense	12,261	5,875
Client services expense	8,634	13,005
Miscellaneous	1,415	1,970
Total program expenses	291,624	234,680
Administrative Expenses		
Audit fees	7,000	6,431
Legal fees	-	12,492
Consulting	-	4,261
Total administrative expenses	7,000	23,184
Fundraising Expenses		
Marketing and advertising	751	1,523
Total expenses	299,375	259,387
Increase (Decrease) in operating net assets	32,398	(40,022)
NON OPERATING EXPENSES		
Loss due to theft	35,298	-
Total non operating expenses	35,298	-
(Decrease) in net assets	(2,900)	(40,022)
Net assets, beginning of year	60,101	100,123
Net assets, end of year	$ 57,201	$ 60,101

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INFINITY PEER SUPPORT COOPERATIVE
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2023 AND 2022
See Independent Auditors' Report

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
(Decrease) in net assets, current year	$ (2,900)	$ (40,022)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	14,647	13,998
(Increase) decrease in operating assets:		
Accounts receivable	4,231	(1,002)
Prepaid expenses	(992)	1,102
Increase (decrease) in operating liabilities:		
Accounts payable	(2,609)	1,241
Accrued expenses	(2,320)	1,380
Refundable Advance, BMH funds	(19,005)	-
Deferred Revenue	-	(6,825)
Net cash (used) by operating activities	(8,948)	(30,128)
CASH FLOWS FROM INVESTING ACTIVITIES		
Cash paid for purchase of property and equipment	(6,019)	-
CASH FLOWS FROM FINANCING ACTIVITIES		
Net payments on mortgage payable	-	(206,438)
Net payments, note payable SBA Loan	(2,798)	-
Net proceeds, note payable SBA Loan	-	304,900
Net cash provided (used) by financing activities	(2,798)	98,462
Net increase (decrease) in cash and cash equivalents	(17,765)	68,334
Cash and cash equivalents, Beginning of Year	106,729	38,395
Cash and cash equivalents, End of Year	$ 88,964	$ 106,729
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid for interest	$ 12,261	$ 5,875

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NOTE 1 NATURE OF ORGANIZATION

Infinity Peer Support Cooperative (the Co-op) is a nonprofit organization incorporated under the laws of the State of New Hampshire on December 30, 1994. The Co-op's purpose is to provide a peer support center for its members. Members include persons with professional or self-diagnosed mental illness issues. The goals of the Co-op are to enhance a path to recovery, independence and personal wellness by reducing crises due to symptoms of mental wellness issues. The center's focus is on teaching members mental wellness management skills.

In effect from June 2, 2022, the Co-op amended its registration to change its business name from Tri-City Consumers' Action Co-Operative to Infinity Peer Support Cooperative.

The Co-op provides daily workshops in wellness management, individual peer assistance, telephone support, transportation, monthly newsletter and educational events designed to help members increase their mental wellness.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

The financial statements of Co-op have been prepared on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

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

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

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NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Support and revenue

The Co-op receives 91% of its income from the State of New Hampshire Department of Health and Human Services, Bureau of Behavioral Health in the form of grants. The remainder of its income is derived from donations, members and interest on saving accounts.

Property and Equipment

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight-line basis over the useful lives of the assets as listed below. Depreciation expense was $14,647 and $13,998 for the years ended June 30, 2023 and 2022. Expenditures for repairs and maintenance are expensed when incurred.

Buildings & Improvements	15-39 Years
Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

Functional and Cost Allocation of Expenses

The Co-op allocates expenses among program services, management and general, and fundraising based on direct costs and other factors, including space utilization and time. The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

Accounts Receivable

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

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NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of estimates

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

In-Kind Contributions

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

Donated Materials and Services

It is the intent of the Co-op to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2023 and 2022, there were no donated goods or services.

Income taxes

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

Cash and Cash Equivalents

For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents, excluding amounts the use of which is limited restriction. At years ended June 30, 2023 and 2022 the Organization had no cash equivalents.

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NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentration of Risk

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2023 and 2022 the Organization had no uninsured cash balances.

Newly Adopted Accounting Pronouncement

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under the new guidance, a lessee is required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily depends on its classification as a finance or operating lease. However, unlike current GAAP—which required only capital leases to be recognized on the statement of financial position—the new ASU requires both types of leases to be recognized on the statement of financial position. This standard was implemented as of June 30, 2023 and is reflected in the current year financial statements.

NOTE 3 COMPENSATED ABSENCES

The Co-op has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2023 and 2022 was $568 and $2,389, respectively.

NOTE 4 EMPLOYEE TAX SHELTERED ANNUITY PLAN

The Co-op maintains a Section 403-b tax sheltered annuity plan for eligible employees. For the years ended June 30, 2023 and 2022 respectively, the Co-op contributed $3,385 and $0 to this defined contribution plan, respectively.

NOTE 5 REFUNDABLE ADVANCE

Under the terms of the service agreement with the Bureau of Mental Health (BMH), a division of the State of New Hampshire's Department of Health and Human Services, The Co-op was required to segregate amounts advanced but not expended at year-end as a refundable advance. The Co-op was notified by the State of New Hampshire's DHHS that refundable advance amounts were no longer required to be segregated and could be included in non-BBH funds. Funds previously set aside in accordance with this requirement amounted to $0 and $19,005 for the years ended June 30, 2023 and 2022, respectively.

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NOTE 6 SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 6, 2023, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE 7 BOARD DESIGNATED NET ASSETS

The Organization has no board designated net assets as of June 30, 2023 and 2022, respectively.

NOTE 8 LEASE AGREEMENT – RENTAL INCOME

The Organization has a space available to rent to the public. The Organization receives rent when the opportunity arises. They received $380 and $0, during the years ended June 30, 2023 and 2022.

NOTE 9 LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS & CONTINGENCIES

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

	2023	2022
Cash and cash equivalents	$ 88,964	$ 106,729
Accounts receivable	16,325	20,556
	105,289	127,285
Less amounts:		
Deferred revenue, BMHS funds required to be maintained under State agreement	(0)	(19,005)
	$ 105,289	$ 108,280

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NOTE 10 LONG TERM DEBT

Long-term debt consisted of the following as of June 30:	2023	2022
Small Business Administration (SBA) loan payable in monthly installments of $1,369 including principal and interest beginning January 2024. Loan has a fixed interest rate of 2.75%. Secured by all tangible and intangible personal property. The loan matures January 2052.	$ 302,102	$ 305,000
Note payable, State of NH BMH with no monthly installments and no interest accrued. The note is secured by a second mortgage on real estate. The maturity of the note is contingent upon the sale of the real estate.	25,000	25,000
Total	327,102	330,000
Less current portion	16,428	0
Long-term debt	$310,674	$330,000

Future maturities of long-term debt at June 30 are as follows:

2024	$ 16,428
2025	16,428
2026	16,428
2027	16,428
2028	16,428
Thereafter	244,962
	$ 327,102

NOTE 11 LEASING ACTIVITIES

The Organization leases office equipment under a finance lease agreement. The lease is for four-years, expiring November 7, 2025. The annual rent expense is $2,564 per year.

The Organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office equipment.

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NOTE 11 LEASING ACTIVITIES (CONTINUED)

Total right-of-use assets and lease liabilities at June 30, 2023 are as follows:

Lease Assets – Classification in Statement of Financial Position	
Finance Lease Right of Use Asset	$ 3,395

Lease Liabilities – Classification in Statement of Financial Position:

Finance Lease Liability, Current Portion	2,564
Finance Lease Liability, Long-Term Portion	831
Total	$ 3,395

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years: 1.42

Weighted-average discount rate: 5.4%

The future minimum lease payments on this agreement as of June 30 are:

2024	$ 2,564
2025	1,068
Total payments	3,632
Net present value discount	(237)
Present Value of lease liabilities	$ 3,395

NOTE 12 LOSS DUE TO THEFT

In March of 2023, the Organization was alerted to the theft of assets. The organization hired a forensic accountant to determine the impact of the loss. The loss as of June 30, 2023 was determined to be $35,298 which included the cost of the forensic accountant. As of the date of this report the investigation into the theft has been referred to local law enforcement and the organization has implemented revised polices to address future risks.

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INFINITY PEER SUPPORT COOPERATIVE
STATEMENTS OF ACTIVITIES
BY STATE APPROVED BMH FUNDS
YEAR ENDED JUNE 30, 2023
See Independent Auditors' Report

	State Approved BMH Funds	Non-BMH Funds	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income, current year	$ 280,304	$ -	$ 280,304
Grant income, released from prior year	-	19,005	19,005
Public grants	-	32,075	32,075
Rental income	-	380	380
Interest income	9	-	9
Total support and revenue	280,313	51,460	331,773
EXPENSES			
Wages	$ 166,396	$ 10,324	$ 176,720
Payroll taxes	12,982	686	13,668
Employee benefits	8,545	24	8,569
Retirement plan expense	3,385	-	3,385
Office supplies	2,191	1,267	3,458
Building supplies	3,767	-	3,767
Food and other consumable supplies	1,382	129	1,511
Telephone and internet	3,460	-	3,460
Utilities	10,225	-	10,225
Insurance	11,987	-	11,987
Repairs and maintenance	7,055	799	7,854
Audit fees	7,000	-	7,000
Transportation and travel	5,777	267	6,044
Member training	1,379	-	1,379
Depreciation	-	14,647	14,647
Postage	76	-	76
Equipment rental	2,564	-	2,564
Interest expense	12,261	-	12,261
Client Services	5,078	3,556	8,634
Marketing and advertising	751	-	751
Loss due to theft	7,525	27,773	35,298
Miscellaneous	1,415	-	1,415
Total expenses	275,201	59,472	334,673
Net increase (decrease) before BMH allowances	5,112	(8,012)	(2,900)
BMH funds spent for capital purchases:	(6,019)	6,019	-
	(6,019)	6,019	-
Net (decrease) in net assets	(907)	(1,993)	(2,900)
Net Assets, Beginning of Year	458	59,643	60,101
Net Assets, End of Year	$ (449)	$ 57,650	$ 57,201

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Infinity Peer Support Board of Directors

December 26, 2023

PRESIDENT **Stephanie Auclair** [redacted] Joined: 10/25/2023 Term #: 1 Term Length: 3 years Expiration: 10/25/2026	**Barbara Holstein** [redacted] Joined: 8/15/2023 Term #: 1 Term Length: 3 years Expiration: 8/15/2026
VICE-PRESIDENT	**Diana Bastian** [redacted] Joined: 10/25/23 Term #: 3 Term Length: 3 years Expiration: 10/25/2026
TREASURER Vacant	**Lucy Diglovanni** [redacted] Joined: 9/1/2021 Term #: 1 Term Length: 3 years Expiration: 09/01/2024
SECRETARY Vacant	**Josh Cowell** [redacted] Joined: 11/29/23 Term #: 1 Term Length: 3 years Expiration: 11/29/2026

Crystal Pomeroy [redacted] Joined: 12/26/23 Term #: 1 Term Length: 3 years Expiration: 12/26/2023	**Lauranne Wingard** [redacted] Joined: 12/26/23 Term #: 1 Term Length: 3 years Expiration: 12/26/2026
Executive Director **Heather Walker-McConihe** [redacted] Heather@infinitypeersupport.org	

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HEATHER WALKER-MCCONIHE

PEER SUPPORT SPECIALIST

OBJECTIVE

Resourceful, creative problem solver with strong engagement skills and background in leadership. Ability to assess challenging situations and enact solutions. Eager to direct a peer led agency where my experiences and leadership skills will contribute to a collaborative dynamic in a co-learning environment.

CONTACT

[redacted]

EXPERIENCE

Mobile Crisis Peer Support Specialist
Community Partners, Rochester, NH. 11/21 – Present

- Uses own life experience to engage individuals in crisis, assists individuals in engaging in services and supports, and development of individualized recovery plans
- Provides peer support services in the community, mental health center, and in program settings
- Helps clients and families understand the systems of care available to them in the community
- Works independently as a part of a multi-disciplinary team to stabilize and support individuals with co-occurring, severe and persistent mental illness and substance use disorders
- Serves as an advocate and promotes self-care, illness self-management and wellness and recovery
- Builds relationships with community members, organizations and stakeholders
- Upholds IPS core values and fidelity and participates in weekly supervision and quarterly co-reflections

Board President
Infinity Peer Support Co-Op, Rochester, NH 6/21- Present

- Presides at all meetings of the board, the annual meeting and at any special meetings of the cooperation
- Act as an ex-officio member of all subcommittees
- Have the authority to sign documents on behalf of the agency
- Work with the executive director to set the agenda for board meetings
- Preform other duties as needed and specified by the board

Peer Support Coordinator/Recovery Coach
Greater Portland Health, Portland, ME. 08/20 – 10/21

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- Provided peer counseling and mentoring to individuals and their family members
- Utilized a harm reduction approach to the recovery process
- Met with peers in the community, clinic, and in program settings
- Collaborated with primary care clinicians and outside service providers
- Upheld CIPSS core values and participated in ongoing weekly supervision
- Maintained continuing education and supervision requirements for CIPSS and RPRC certifications

Milieu Coordinator
Crossroads – Childrens and Mothers Program, Windham, ME.
08/18 – 06/20

- Managed daily operations of inpatient treatment facility
- Directly supervised and supported 8-12 direct support staff
- Coordinated admissions and discharges while facilitating aftercare plans
- Facilitated client groups including Women's Way through 12 Steps

KEY SKILLS

Planning
Advocacy
Conflict Resolution
Crisis De-escalation
Leadership/Mentoring

EDUCATION

- CRSW eligible, pending completion of application process
- Advanced Intentional Peer Support Training 2023
- Peer Support on Multi-Disciplinary Teams Training 2023
- Working Through Paranoia & Making Sense of Unusual Beliefs Training 2022
- CIPSS Core Training 2021
- Masstricht Interview Training 2021
- Alternatives to Suicide Training "Alt2Suc" 2021
- Maine Harm Reduction Conference 2021
- Ethical Considerations for Recovery Coaches/RPRC 2021
- Stimulant Use Disorder: Assessing Impact Holistically 2020
- Recovery Coach Academy CCAR 2018

PUBLIC SPEAKING ENGAGEMENTS

- NAMI NH Rapid Response Panel 2022
- DMHA Dover's Mental Health Response Panel 2022
- Healthcare for the Homeless Panel 2021

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Carole Otash

[redacted]

EXPERIENCE

Program Coordinator — 2021-present
Infinity Peer Support — Rochester, NH

- Plan and facilitate programs
- Develop program calendar
- Develop Newsletter
- Supervise employees
- Organize field trips
- Drive van for outings/member pick up and drop off
- Gather and report statistics to the state

CERTIFICATES

- 30-hour training for the Art and Science of Peer-Assisted Recovery
- Suicide Prevention Training
- New Hampshire Safe Motorist Course

Activities Coordinator — 2006-2020
The Edgewood Centre — Portsmouth, NH

- Developed Activities Calendar
- Planned and facilitated activities for dementia and Alzheimer's residents
- Organized Outings
- Completed progress notes and care plans
- Organized and held annual craft fair
- Drove bus for outings
- Planned and facilitated intergenerational groups
- Responsible for special projects
- Worked individually with residents with hobbies to maintain quality of life

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CERTIFICATES

- Certified Chair Chi Instructor
- Various Activities certificates from seminars attended
- Communication- Peer Coaching Course

EDUCATION

2006	Bachelors Human Services	Franklin Pierce College
1985	Associates in Business	New Hampshire Technical Institute

SKILLS

- Ability to work independently or as a team member
- Proficient computer skills
- Excellent organization skills
- Knowledge of event planning
- Public speaking experience
- Excellent communication skills
- Excellent phone etiquette
- Ability to find and purchase or recycle items for activities

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WAYNE OTASH

[redacted]

EDUCATION

Dover High School
GED - 1982

CONTACT

PHONE:
[redacted]

EMAIL:
[redacted]

WORK EXPERIENCE

Bills Best Tree deals Laborer
June 2016–October 2018
- Wood chipper
- Mover
- Clean up crew

Pink Cadillac Diner
June 2014-June 2016
- Dishwasher
- Prep cook
- Fry cook

Remember When diner
June 2012–June 2014
- Dishwasher
- Prep cook
- Fry cook

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[redacted] [redacted]

Sharon Reynolds

Professional Summary

Bring more than fifteen years of customer service, leadership and tutor/counseling experience to your organization. Use my experiences as a peer, member and volunteer to assist your members in mental health wellness and recovery.

Education

1983—1987 University of New Hampshire Durham, NH

Bachelor of Arts, Communication

Bachelor of Science, Business Administration

Additional Volunteer & Education Experience

- Board President, Infinity Peer Support Board of Directors
- Board Member, Community Partners
- Fall Booksale Coordinator, Friends of the Dover Public Library
- Citizen Member, Alliance for Community Transportation
- Member, NH PBS Community Advisory Board
- Member, NH Mental Health Peer Alliance
- Vice-Chair, NH Mental Health Planning & Advisory Council
- Former Student, Advanced Writing, Dover Adult Learning Center of Strafford County

Related Experience

2016—Present China Yan 2 Restaurant Dover, NH

Cashier and Waitress

- Greeting customers, welcoming them into the restaurant and waiting on them.
- Educating customers about Chinese-American and Authentic Chinese menu options.
- Cooking appetizers and assembling orders for takeout.

2013—2016 Dover Froyo, LLC Dover, NH

Customer Service Shift Leader

- Greeted customers; guided new customers through self-serve process; provided free frozen-yogurt samples and helped customers at check out.
- Educated customers about loyalty cards and special offers.
- Kept toppings bar stocked and made sure inventory was available when needed.
- Cleaned restaurant (e.g., swept floors, mopped floors) on a daily basis.
- Took apart, cleaned and sanitized frozen-yogurt machines on a weekly basis.
- Made frozen yogurt according to corporate recipes.

2011—2013 UpperCut Hair Salon Durham, NH

Receptionist

- Made appointments for eight stylists' clients.
- Called clients to remind them of perming, coloring, highlighting and hair-straightening appointments.
- Updated incoming salon supplies in inventory system and put them on display for retail purposes.
- Organized stylists' supplies and sterilized their tools.
- Washed, dried and folded towels for stylists' clients.

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2006—2007 Disability Services for Students, UNH Durham, NH

Notetaker Coordinator

- Hired University of New Hampshire students to take notes for disabled students.
- Directed students to appropriate disability-service professional and other resources on campus.
- Completed hiring paperwork, verified time sheets, maintained office filing system and updated computer database.

2002—2003 Varney's Cleaners Dover, NH

Laundry-Attendant Manager, Dry-Cleaning Counterperson

- Managed laundry attendants (e.g., hired/fired, scheduled) and worked as dry-cleaning counterperson (e.g., helped customers, handled dry-cleaning garments).
- Educated laundry customers about laundry-card system and worked with dry-cleaning customer database.
- Acted as laundry attendant (e.g., cleaned washers/dryers, provided wash-dry-fold services) and tagged incoming dry-cleaning garments for tracking in customer database.

1988—1989 Asia Restaurant Portsmouth, NH

Waitress

- Answered questions in detail about the Asian-themed menu.
- Trained new wait staff in all aspects of food service.
- Took food orders, anticipated customer needs and fulfilled them in a timely manner.

1985—1987 Yoken's Restaurant Portsmouth, NH

Waitress

- Answered questions about the seafood-themed menu.
- Served up to twenty-four people at a given time.
- Took food orders, anticipated customer needs and fulfilled them in a timely manner.

1985—1987 Training In Academic Skills, UNH Durham, NH

Peer Tutor/Counselor

- Assisted other students with study skills (e.g., time budgeting, mind mapping) that helped them with all subject areas.
- Maintained confidential records for each student and updated them on a weekly basis.
- Attended weekly training and support sessions to refine skills and solve problems.

Software Experience

Desktop Publishing
Word
PageMaker
QuarkXpress
Photoshop
Freehand
Illustrator
Works

Online Publishing
HomeSite
RoboHelp
FrontPage

Presentations
Excel
PowerPoint

Databases
Borland Database Engine
Sybase SQL Anywhere
Oracle

Operating Systems
Windows NT/XP/10
Macintosh/iOS 14.5

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Erica Byrne

[redacted]

Profile:

Outgoing, energetic, and reliable individual seeking a part-time position in an environment that will allow me to grow personally and professionally. I am passionate about helping others and utilizing my strengths to provide quality services.

Experience:

Medical Assistant Wentworth Health Partners, Dover, NH **7/2022-8/2022**
Prepared rooms for patients, performed appointment intake tasks
Deli Associate Market Basket, Rochester, NH **7/2021- 7/2022**
Performed the duties of a deli associate, cut and merchandise meats cheeses and deli products
Sales Associate Michaels Arts & Craft Store Newington, NH **10/2020 – 9/2021**
Performed the duties of a cashier, assisted customers and completed merchandising tasks.
Licensed Nursing Assistant Rosewood Manor Gonic, NH **9/2019 - 9/2020**
Visited with and engaged in activities with the residents, Monitored daily care schedules.
Licensed Nursing Assistant Langdon Place Dover, NH **3/2019 to 8/2019**
Visited with and engaged in activities with the residents, Monitored daily care schedules.
Personal Care Assistant Silver Square Nursing Home Dover, NH **2/2018 to 1/2019**
Visited with and engaged in activities with the residents, Monitored daily care schedules.
Dietary Aide Silver Square Nursing Home Dover, NH **2/2018 to 1/2019**
Attends to kitchen and dining room tasks, Interacts with residents and serves meals, Attends to maintenance tasks in the kitchen and dining areas.
Internship / Volunteer Resident Assistant Saint Ann's Rehabilitation Nursing Center Dover, NH **9/2009**

Education:

Medical Assistant Seacoast Career School Sanford, ME **Graduated 2020**
CPR Certification American Red Cross Stratham, NH **Graduated 2018**
LNA Health Careers Saint Ann's Rehabili ation Dover, NH **Graduated 2018**
START / Hospitality Program Great Bay ommunity College Portsmouth, NH **Graduated 2011 High School** Dover High School Dover, NH **G duated 2013**

Skills:

Exhibits Microsoft Office skills, Display strong organizational and time management skills; Responds well to all work environments in a diligent, responsible, and trustworthy manner; Works well in both an independent and team approach; Trained with the Youth Employment Skills Program.

DocuSign Envelope ID: FB4F9273-96F2-4836-BA57-3DA5292BB83D

Peter P. Deleault
[redacted]

Experience:

03/2007 to Present: Concord Food Cooperative Inc., 24 South Main St., Concord, NH 03301. (Part-time)

Finance Manager. Concord Cooperative Market is a 5.2 million dollar natural foods grocery store and deli situated in downtown Concord. I am currently managing all the finances of Concord Cooperative Market. Responsible for quarterly financial statements, annual business plan, monthly financial monitoring and annual audits. Manage and approve all spending and capital expenditures to ensure compliance with annual business plan and budget. Oversee bookkeeper as well as marketing person and Human Resource Manager. Report directly to the General Manager and the Board of Directors regarding all financial matters.

04/2004 to Present: Lakes Region Consumer Advisory Board, Inc., 328 Union Ave., Laconia, NH 03246 (Part-time)

Administrative Bookkeeper. LRCAB is a non-profit mental health organization funded by State and Federal funds covering 3 areas of the State or cost centers. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

11/2006 to Present: On The Road To Recovery, Inc., 13 Orange St., Manchester, NH 03101 (Part-time)

Administrative Bookkeeper. OTRTR is a non-profit mental health organization funded by State and Federal funds covering the greater Manchester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

DocuSign Envelope ID: FB4F9273-96F2-4836-BA57-3DA5292BB83D

Peter P. Deleault
[redacted]

07/1992 to 01/2007: Sarabby, Inc., dba APPS Paramedical Services, 1 Old Hill Rd. Bow, NH, 03304.

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all of the bookkeeping and accounting responsibilities including payroll, all monthly and quarterly tax deposits and filings for both Federal and State, AR/AP, account reconciliation. Sold business.

03/1995 to 03/2000: Chemdata Occupational Health & Drug Testing.

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all accounting responsibilities. Provided health and drug screens, DOT physicals and pulmonary function testing to local construction and trucking industries as well as municipal Firefighters and other industry workers utilizing respirators. Sold business.

2000 to Present: Delo, LLC. 1 Old Hill Rd., Bow, NH 03304. (Part-Time)

Owner, Business Manager. Commercial Real Estate. Responsible for property management, maintenance, accounting.

2005 to Present: CompSci Computer Repair, LLC. 1 Old Hill Rd., Bow, NH, 03304 (Part-Time)

Owner. Onsite home and business computer repairs. Responsible for all aspects of business management, marketing, accounting, computer and network repair and maintenance. Contracted with FCTI, San Diego, CA to repair company owned ATM's here in NH.

DocuSign Envelope ID: FB4F9273-96F2-4836-BA57-3DA5292BB83D

Peter P. Deleault
[redacted]

1980 to 1990: Bank of New Hampshire, N. Main St., Concord, NH 03301.

Assistant Vice President-Loan Officer & Department Manager. Review financial statements, loan decision and processing, oversee loan department processes and personnel. Business marketing and loan development.

Education:

09/2004 to 05/2005: Hesser College, Manchester, NH. Advanced Computer course program to obtain certifications in both A+ and Network+.

1973-1976: St. Anselm's College, 2 ½ years pre-med.

1985-1989: University of New Hampshire, various courses in accounting, business management, bank management.

References upon request.

DocuSign Envelope ID: FB4F9273-96F2-4836-BA57-3DA5292BB83D

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name: Infinity Peer Support Cooperative

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Heather Walker-McConihe	Executive Director	100.00%	$59,987.20
Carole Otash	Director of Operations	100.00%	$47,840.00
Wayne Otash	Peer Facilitator/Van Driver	100.00%	$14,976.00
Sharon Reynolds	Peer Facilitator/Van Driver	100.00%	$11,232.00
Erica Byrne	Peer Facilitator/Van Driver	100.00%	$8,580.00
Peter Deleault	Book keeper	100.00%	$15,600.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $7,586,542 to operate Peer Support Agencies for the provision of peer support to individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services, with the option to renew for up to four (4) additional years, effective July, 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 39% Federal Funds. 61% General Funds.

Contractor Name	Vendor Code	Area Served & Office Locations	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Region VIII Portsmouth	$706,686
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Region VI Nashua	$1,125,368
Infinity Peer Support Cooperative (Rochester)	157797-B001	Region IX Rochester	$560,608
Lakes Region Consumer Advisory Board (Laconia, NH)	157060-B001	Regions III & IV Laconia & Concord	$980,936
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Region V Keene	$799,798
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Regions VII & X Manchester & Derry	$1,193,564
The Alternative Life Center (Conway, NH)	168081-B001	Region I Conway, Colebrook, Littleton, & Berlin	$1,245,310
The Stepping Stone Drop-In Center Association (Claremont, NH)	157697-B001	Region II Claremont & Lebanon	$974,272
		Total:	**$7,586,642**

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to operate Peer Support Agencies (PSA) for the provision of peer support for individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

Approximately 2,500 individuals will be served during State Fiscal Years 2023 and 2024.

New Hampshire's 10-year mental health plan emphasizes the importance of increasing access to and utilization of peer services. PSAs are physically located in each of the ten (10) Mental Health Regions wherein trained peers provide Intentional Peer Support (IPS) that helps individuals become more empowered and less dependent on the clinical mental health system. Contractors will provide peer support services that foster recovery from mental illness and promote self-advocacy. By providing peer support, peer education, and peer programming, the Contractors will assist individuals to develop skills to manage and cope with symptoms of illness, and to identify and use natural supports. Warmline services will be available statewide through telephonic peer support to assist individuals with addressing a current crisis related to their mental health during hours when a PSA is closed for services. Peer Respite, a 24-hour short-term, seven (7) day, non-clinical program designed as an alternative to hospitalization will also be offered in Mental Health Regions V and VI.

The Department will monitor services by reviewing monthly, quarterly, and annual reports provided by the Contractor.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, individuals in need of peer support services that facilitate wellness and recovery from mental illness will not receive peer support services; leaving them at risk of needing mental health services from the Community Mental Health Centers and/or from local hospitals, which are more costly alternatives to peer support services.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #B09SM083816

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 1-4 and 7-10

	Maximum Points Available	(R1) Alternative Life Center	(R1) TrueCare24	(R2) The Stepping Stone Drop-In Center Association	(R3) Lakes Region Consumer Advisory Board	(R4) Lakes Region Consumer Advisory Board	(R7) On the Road to Wellness	(R8) Connections Peer Support Center	(R9) Infinity Peer Support	(R10) On the Road to Wellness
Technical										
Ability Q1	40	33	15	38	20	20	40	40	25	40
Staffing Q2	25	20	7	20	7	7	24	24	12	24
Collaboration Q3	30	26	5	27	15	15	26	30	15	26
TOTAL POINTS	95	79	27	85	42	42	90	94	52	90

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godfredsen	Business Administrator II

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title :Peer Support Agencies Regions 5 and 6

	Maximum Points Available	(R5) Monadnock Area Peer Support Agency	(R6) H.E.A.R.T.S PSA
Technical			
Ability Q1	40	40	32
Staffing Q2	25	24	16
Collaboration Q3	30	30	29
Ability for Peer Respite Q4	40	40	20
Experience with Peer Respite Q5	25	23	20
TOTAL POINTS	160	157	117

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Sutor	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Gottfredsen	Business Administrator II

05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92204118					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
2024	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
Subtotal			**$ 414,476.00**	$ -	**$ 414,476.00**
The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
2024	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
Subtotal			**$ 268,816.00**	$ -	**$ 268,816.00**
Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
2024	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
Subtotal			**$ 326,484.00**	$ -	**$ 326,484.00**
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
2024	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
Subtotal			**$ 266,196.00**	$ -	**$ 266,196.00**
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
2024	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
Subtotal			**$ 419,106.00**	$ -	**$ 419,106.00**
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
2024	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
Subtotal			**$ 397,254.00**	$ -	**$ 397,254.00**
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
2024	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
Subtotal			**$ 235,208.00**	$ -	**$ 235,208.00**
Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00
2024	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00

Subtotal			$ 131,196.00	$ -	$ 131,196.00

SUB TOTAL			$ 2,458,736.00	$ -	$ 2,458,736.00

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
2024	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
Subtotal			$ 475,032.00	$ -	$ 475,032.00

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
2024	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
Subtotal			$ 427,092.00	$ -	$ 427,092.00

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
2024	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
Subtotal			$ 374,184.00	$ -	$ 374,184.00

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
2024	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
Subtotal			$ 305,088.00	$ -	$ 305,088.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
2024	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
Subtotal			$ 384,728.00	$ -	$ 384,728.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
2024	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
Subtotal			$ 455,292.00	$ -	$ 455,292.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
Subtotal			$ 269,568.00	$ -	$ 269,568.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
Subtotal			$ 269,238.00	$ -	$ 269,238.00

SUB TOTAL			$ 2,960,222.00	$ -	$ 2,960,222.00

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

Activity Code: 92204117

The Alternative Life Center

Vendor # 068801

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
2024	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
Subtotal			$ 355,802.00	$ -	$ 355,802.00

The Stepping Stone Drop-In Center Association

Vendor # 157967

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
2024	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
Subtotal			$ 278,364.00	$ -	$ 278,364.00

Lakes Region Consumer Advisory Board

Vendor # 157060

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
2024	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
Subtotal			$ 280,268.00	$ -	$ 280,268.00

Monadnock Area Peer Support Agency

Vendor # 157973

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
2024	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
Subtotal			$ 228,514.00	$ -	$ 228,514.00

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

Vendor # 209287

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
2024	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
Subtotal			$ 321,534.00	$ -	$ 321,534.00

On the Road to Recovery, Inc.

Vendor # 158839

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
2024	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
Subtotal			$ 341,018.00	$ -	$ 341,018.00

Connections Peer Support Center

Vendor # 157070

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
2024	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
Subtotal			$ 201,910.00	$ -	$ 201,910.00

Financial Detail

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
2024	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
Subtotal			$ 160,174.00	$ -	$ 160,174.00
SUB TOTAL			$ 2,167,584.00	$ -	$ 2,167,584.00
TOTAL			$ 7,586,542.00	$ -	$ 7,586,542.00

Summary by Vendor			Total Amount
The Alternative Life Center			$ 1,245,310.00
The Stepping Stone Drop-In Center Association			$ 974,272.00
Lakes Region Consumer Advisory Board			$ 980,936.00
Monadnock Area Peer Support Agency			$ 799,798.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			$ 1,125,368.00
On the Road to Recovery, Inc.			$ 1,193,564.00
Connections Peer Support Center			$ 706,686.00
Tri-City Consumers' Action Co-operative			$ 560,808.00
Total			$ 7,586,542.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-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 Infinity Peer Support Cooperative		1.4 Contractor Address 55 Summer Street Rochester, NH 03867	
1.5 Contractor Phone Number (603) 948-1036	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation $560,608
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Melissa Silvey Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Melissa Silvey Executive Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 6/7/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 6/6/2022

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 9.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Physical exercise..

1.8.1.2.5. Mindfulness activities including, but not limited to:

1.8.1.2.5.1. Yoga.

1.8.1.2.5.2. Meditation.

1.8.1.2.5.3. Journaling.

1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;

1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and

1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.3.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership

application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. The minimum engagement policy.

1.8.16.2. Suspension of membership policy.

1.8.16.3. Membership rules.

1.8.16.4. Attestation that the consumer supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.3. Annual wellness training is available to staff.

1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.

1.8.33.5. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.11.1. Personnel records.

1.11.2. Financial records.

1.11.3. Program data files.

1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.13. Reporting

1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.13.1.7. Quarterly revenue and expenses by cost, category and locations.

1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.13.3.1. Community outreach activities as outlined in the Statement of Work.

1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.13.3.4. Statistical data including, but not limited to:

1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.13.3.4.2. Program utilization data.

1.13.3.4.3. Number of telephone peer support outreach contacts.

1.13.3.4.4. Number and description of outreach activities.

1.13.3.4.5. Number and description of educational events provided on-site and in the community.

1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.13.3.6. Board of Directors meeting minutes for the previous quarter that include; but are not limited to:

1.13.3.6.1. Executive Director's report.

1.13.3.6.2. Board of Directors roster.

1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.13.4.3. The contract shall provide the following reports as determined by the department:

1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.14. Performance Measures

1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
   1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
   3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
   3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. 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.

8. Audits

   8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.

   8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 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.

      8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   8.3. In addition to, and not in any way in limitation of obligations of the Agreement, 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.

9. Property Standards

   9.1. Insurance coverage.

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

provide for competition to the extent practicable and result in the highest possible return.

9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

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

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

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

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

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

9.3.3. Use.

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

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that

such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

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

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

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

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

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

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

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

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

9.3.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

10. Property Trust Relationship and Liens

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

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

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: Infinity Peer Support Cooperative

DocuSigned by:
Melissa Silvey

6/6/2022
Date

Name: Melissa Silvey
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: Infinity Peer Support Cooperative

6/6/2022
Date

DocuSigned by:
Melissa Silvey
Name: Melissa Silvey
Title: Executive Director

DS MS
Vendor Initials
6/6/2022
Date

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

Contractor Initials MS
Date 6/6/2022

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Infinity Peer Support Cooperative

6/6/2022
Date

DocuSigned by:
Melissa Silvey
Name: Melissa Silvey
Title: Executive Director

MS
Contractor Initials

6/6/2022
Date

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.

DS MS

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: Infinity Peer Support Cooperative

6/6/2022
Date

DocuSigned by:
Melissa Silvey
Name: Melissa Silvey
Title: Executive Director

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: Infinity Peer Support Cooperative

6/6/2022
Date

DocuSigned by:
Melissa Silvey
Name: Melissa Silvey
Title: Executive Director

DS
MS
Contractor Initials
6/6/2022
Date

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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 MS

Date 6/6/2022

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.

Contractor Initials MS

Date 6/6/2022

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	Infinity Peer Support Cooperative
The State	Name of the Contractor
Katja S. Fox	Melissa Silvey
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Melissa Silvey
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/6/2022	6/6/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Infinity Peer Support Cooperative

6/6/2022
Date

DocuSigned by:
Melissa Silvey
Name: Melissa Silvey
Title: Executive Director

Contractor Initials MS
Date 6/6/2022

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: 96-732-7925

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

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

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

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.).

Contractor Initials MS

Date 6/6/2022

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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 Support Agencies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lakes Region Consumer Advisory Board ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #26), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,961,872

3. Modify Exhibit A, Revisions to Standard Agreement Provisions, by adding Sections 1.4. and 1.5., to read:

   1.4. Paragraph 14., Insurance., is amended by adding subparagraph 14.4. as follows:

   14.4. Effective July 1, 2024, tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property with a policy limit not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

   1.5. Paragraph 14., Insurance., is amended by adding subparagraph 14.5. as follows:

   14.5. Effective July 1, 2024, a fidelity bond in an amount not less than $1,961,872, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement.

4. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B - Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit C, Payment Terms, Section 3, to read:

   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 items, as specified in Exhibits C-1, Budget Sheet through Exhibit C-4, Budget Sheet, Amendment #1.

6. Add Exhibit C-3, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-4, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 01, 2024, 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

3/13/2024
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

Lakes Region Consumer Advisory Board

3/13/2024
Date

DocuSigned by:
MICHELLE LADUE
BE51787680AB485...
Name: MICHELLE LADUE
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

3/14/2024
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B – Amendment #1

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Regions 3 and 4.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with New Hampshire (NH) Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. Discussion groups that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.1.9. Mental health symptoms or symptom management.

1.8.1.2. Discussion or activity groups that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Stress management.

1.8.1.2.5. Self-care.

1.8.1.2.6. Physical exercise; including, but not limited to:

1.8.1.2.6.1. Walking.

1.8.1.2.6.2. Stretching.

1.8.1.2.6.3. Dancing.

1.8.1.2.6.4. Games or activities that involve movement or exercise.

1.8.1.2.7. Mindfulness activities including, but not limited to:

1.8.1.2.7.1. Yoga.

1.8.1.2.7.2. Meditation.

1.8.1.2.7.3. Journaling.

1.8.1.2.7.4. Relaxation techniques.

1.8.1.3. Activity groups that provide positive skill-building which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. Discussion or activity groups that foster independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.1.4.6. Life skills.

1.8.1.4.7. Member meetings.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual on a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the Intentional Peer Support (IPS) or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Have a minimum of one community outreach staff whom conducts a minimum of 15 hours of outreach per week in the community engaging with, but not limited to:

1.8.6.1.1. Individuals, who are not already members, in the community.

1.8.6.1.2. Individuals who are hospitalized with a psychiatric condition.

1.8.6.1.3. Individuals who are homeless.

1.8.6.1.4. Community providers.

1.8.6.1.5. Community organizations.

1.8.6.2. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.2.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.2.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.2.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.2.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.2.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. First and Last name.

1.8.16.2. Date of birth.

1.8.16.3. Gender.

1.8.16.4. Town of residence.

1.8.16.5. The minimum engagement policy.

1.8.16.6. Suspension of membership policy.

1.8.16.7. Membership rules.

1.8.16.8. Attestation that the individual supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff complete the NH Peer Certification training requirements and obtain certification, as specified by the department, within 12 month of employment.

1.8.33.2. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.3. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.4. Annual wellness training is available to staff.

1.8.33.5. Intentional Peer Support (IPS) training or another SAMHSA-recognized mental health peer support model.

1.8.33.6. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of an individual utilizing PSA services.

1.9. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.10. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.10.1. Personnel records.

1.10.2. Financial records.

1.10.3. Program data files.

1.11. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings and consultation services on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.12. Reporting

1.12.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.12.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.12.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.12.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.12.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.12.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.12.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.12.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.12.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.12.1.7. Quarterly revenue and expenses by cost, category and locations.

1.12.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.12.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.12.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.12.3.1. Community outreach activities as outlined in the Statement of Work.

1.12.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.12.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.12.3.4. Statistical data including, but not limited to:

1.12.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.12.3.4.2. Program utilization data.

1.12.3.4.3. Number of telephone peer support outreach contacts.

1.12.3.4.4. Number and description of outreach activities.

1.12.3.4.5. Number and description of educational events provided on-site and in the community.

1.12.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.12.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.12.3.6.1. Executive Director's report.

1.12.3.6.2. Board of Directors roster.

1.12.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.12.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.12.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.12.4.3. The contract shall provide the following reports as determined by the department:

1.12.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.12.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.12.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.12.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.13. Performance Measures

1.13.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.13.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.13.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.13.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

1.14. Confidential Data

1.14.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.14.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in acc[illegible]

with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.15. Privacy Impact Assessment

1.15.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.15.1.1. How PII is gathered and stored;

1.15.1.2. Who will have access to PII;

1.15.1.3. How PII will be used in the system;

1.15.1.4. How individual consent will be achieved and revoked; and

1.15.1.5. Privacy practices.

1.16. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided

however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Region: Region III & IV

Program: Lakes Region CAB, dba One Peer to Another

FISCAL PERIOD: FY2025 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	**PROG. SERV. FEES**								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	**PROG. SALES**								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	**PUBLIC SUPPORT**								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	**FEDERAL FUNDING**								
441	Block Grants	$ 187,092	$ -	$ 187,092	$ -	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ 14,400	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,400
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	**BBH**								
481	Community Mental Health	$ 303,376	$ -	$ 252,844	$ 33,154	$ 17,378	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 505,868	$ -	$ 439,936	$ 33,154	$ 17,378	$ -	$ -	$ 15,400
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 505,868	$ -	$ 439,936	$ 33,154	$ 17,378	$ -	$ -	$ 15,400

600	**PERSONNEL COSTS**								
601	Salary & Wages	$ 303,524	$ -	$ 259,636	$ 29,380	$ 14,508	$ -	$ -	$ -

Contractor Initials ML

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602 Employee Benefits	$ 43,513	$ -	$ 42,726	$ 527	$ 261	$ -	$ -	$ -
603 Payroll taxes	$ 23,220	$ -	$ 19,862	$ 2,248	$ 1,110	$ -	$ -	$ -
Subtotal	$ 370,257	$ -	$ 322,224	$ 32,154	$ 15,878	$ -	$ -	$ -
610 Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620 PROFESSIONAL FEES								
621 Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622 Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624 Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
625 Audit Fees	$ 9,000	$ -	$ 9,000	$ -	$ -	$ -	$ -	$ -
626 Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627 Other Professional Fees/Consult	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000
630 STAFF DEV & TRNG.								
631 Journals & Publications	$ 715	$ -	$ 215	$ -	$ -	$ -	$ -	$ 500
632 In-Service Training	$ 3,000	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
633 Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634 Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640 OCCUPANCY COSTS								
641 Rent	$ 28,042	$ -	$ 28,042	$ -	$ -	$ -	$ -	$ -
642 Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643 Heating Costs	$ 7,000	$ -	$ 7,000	$ -	$ -	$ -	$ -	$ -
644 Other Utilities	$ 4,000	$ -	$ 4,000	$ -	$ -	$ -	$ -	$ -
645 Maintenance & Repairs	$ 7,400	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ 4,400
646 Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647 Other Occupancy Costs	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
650 CONSUMABLE SUPPLIES								
651 Office	$ 6,000	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -
652 Building/Household	$ 11,500	$ -	$ 10,500	$ -	$ -	$ -	$ -	$ 1,000
653 Educational/Training	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000
654 Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655 Food	$ 3,220	$ -	$ 2,720	$ -	$ -	$ -	$ -	$ 500
656 Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657 Other Consumable Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
660 CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665 DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670 EQUIPMENT RENTAL	$ 4,700	$ -	$ 4,700	$ -	$ -	$ -	$ -	$ -
680 EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal page	$ 459,834	$ -	$ 402,401	$ 32,154	$ 15,878	$ -	$ -	$ 9,400

Contractor Initials ML

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Total Carried Forward		$ 459,834	$ -	$ 402,401	$ 32,154	$ 15,878	$ -	$ -	$ 9,400
700	ADVERTISING	$ 3,000	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 9,700	$ -	$ 8,700	$ 1,000	$ -	$ -	$ -	$ -
730	POSTAGE/SHIPPING	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
740	TRANSPORTATION								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 4,500	$ -	$ 3,000	$ -	$ 1,500	$ -	$ -	$ -
743	Clients	$ 6,536	$ -	$ 6,536	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ 1,800	$ -	$ 1,800	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 4,800	$ -	$ 4,800	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 6,400	$ -	$ 6,400	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ 3,299	$ -	$ 2,299	$ -	$ -	$ -	$ -	$ 1,000
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 505,868	$ -	$ 439,935	$ 33,154	$ 17,378	$ -	$ -	$ 15,400
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Revenue Offset	$ (15,400)							$ (15,400)
	TOTAL PROGRAM EXPENSES	$ 490,468	$ -	$ 439,935	$ 33,154	$ 17,378	$ -	$ -	$ -
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	(0)	(0)	0	0	0

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Exhibit C-4, Budget Sheet, Amendment #1

Region: Region III& IV

Program: Lakes Region CAB, dba One Peer to Another

FISCAL PERIOD: FY2026 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	**PROG. SERV. FEES**								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	**PROG. SALES**								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	**PUBLIC SUPPORT**								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	**FEDERAL FUNDING**								
441	Block Grants	$ 187,092	$ -	$ 187,092	$ -	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ 14,400	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,400
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	**BBH**								
481	Community Mental Health	$ 303,376	$ -	$ 252,844	$ 33,154	$ 17,378	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 505,868	$ -	$ 439,936	$ 33,154	$ 17,378	$ -	$ -	$ 15,400
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 505,868	$ -	$ 439,936	$ 33,154	$ 17,378	$ -	$ -	$ 15,400

600	**PERSONNEL COSTS**								
601	Salary & Wages	$ 303,524	$ -	$ 259,636	$ 29,380	$ 14,508	$ -	$ -	$ -

Contractor Initials ML

Exhibit C-4, Budget Sheet, Amendment #1

602 Employee Benefits	$ 43,513	$ -	$ 42,726	$ 527	$ 261	$ -	$ -	$ -
603 Payroll taxes	$ 23,220	$ -	$ 19,862	$ 2,248	$ 1,110	$ -	$ -	$ -
Subtotal	$ 370,257	$ -	$ 322,224	$ 32,154	$ 15,878	$ -	$ -	$ -
610 Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620 PROFESSIONAL FEES								
621 Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622 Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624 Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
625 Audit Fees	$ 9,000	$ -	$ 9,000	$ -	$ -	$ -	$ -	$ -
626 Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627 Other Professional Fees/Consult	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000
630 STAFF DEV & TRNG.								
631 Journals & Publications	$ 715	$ -	$ 215	$ -	$ -	$ -	$ -	$ 500
632 In-Service Training	$ 3,000	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
633 Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634 Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640 OCCUPANCY COSTS								
641 Rent	$ 29,919	$ -	$ 29,919	$ -	$ -	$ -	$ -	$ -
642 Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643 Heating Costs	$ 7,000	$ -	$ 7,000	$ -	$ -	$ -	$ -	$ -
644 Other Utilities	$ 4,000	$ -	$ 4,000	$ -	$ -	$ -	$ -	$ -
645 Maintenance & Repairs	$ 7,400	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ 4,400
646 Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647 Other Occupancy Costs	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
650 CONSUMABLE SUPPLIES								
651 Office	$ 6,000	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -
652 Building/Household	$ 11,500	$ -	$ 10,500	$ -	$ -	$ -	$ -	$ 1,000
653 Educational/Training	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000
654 Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655 Food	$ 3,220	$ -	$ 2,720	$ -	$ -	$ -	$ -	$ 500
656 Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657 Other Consumable Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
680 CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665 DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670 EQUIPMENT RENTAL	$ 4,700	$ -	$ 4,700	$ -	$ -	$ -	$ -	$ -
680 EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal page	$ 461,711	$ -	$ 404,278	$ 32,154	$ 15,878	$ -	$ -	$ 9,400

Contractor Initials DS ML

Exhibit C-4, Budget Sheet, Amendment #1

Total Carried Forward		$ 461,711	$ -	$ 404,278	$ 32,154	$ 15,878	$ -	$ -	$ 9,400
700	ADVERTISING	$ 3,000	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 9,700	$ -	$ 8,700	$ 1,000	$ -	$ -	$ -	$ -
730	POSTAGE/SHIPPING	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
740	**TRANSPORTATION**								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 4,500	$ -	$ 3,000	$ -	$ 1,500	$ -	$ -	$ -
743	Clients	$ 4,659	$ -	$ 4,659	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	**ASSIST.TO INDIVIDUALS**								
751	Client Services	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	**INSURANCE**								
761	Malpractice & Bonding	$ 1,800	$ -	$ 1,800	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 4,800	$ -	$ 4,800	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 6,400	$ -	$ 6,400	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ 3,299	$ -	$ 2,299	$ -	$ -	$ -	$ -	$ 1,000
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 505,868	$ -	$ 439,935	$ 33,154	$ 17,378	$ -	$ -	$ 15,400
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Revenue Offset	$ (15,400)							$ (15,400)
	TOTAL PROGRAM EXPENSES	$ 490,468	$ -	$ 439,935	$ 33,154	$ 17,378	$ -	$ -	$ -
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	(0)	(0)	0	0	0
	Verification of Balancing s/b 0	(0)							

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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 LAKES REGION CONSUMER ADVISORY BOARD is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 19, 1993. 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: **196694**

Certificate Number: **0005757617**

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 April A.D. 2022.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Peter MacDonald, 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 Lakes Region Consumer Advisory Board
(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 February 28, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of Lakes Region Consumer Advisory Board 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 was **valid thirty (30) days prior to and 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: February 28, 2024

Peter MacDonald

Signature of Elected Officer

Name: Peter MacDonald

Title: Treasurer

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/21/2024

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 Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Vivian Pinette PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Lakes Region Consumer Advisory Board, DBA: Cornerbridge P.O. Box 304 Laconia NH 03247	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : Wesco Ins Co — 25011 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 23-24 GL & BA 24-25 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			PHPK2529305	05/01/2023	05/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2529268	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3639648 (3a.) NH	04/01/2024	04/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of NH, DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Lakes Region Consumer Advisory Board
Mission Statement

The Lakes Region Consumer Advisory Board is the foundation for US to reach our goals and change our lives by changing the perception we have of ourselves as we relate to larger community and the perception the larger community has of US. We are people learning to work strategies of Recovery, Wellness, and Empowerment.

Lakes Region Consumer Advisory Board is a Peer Support network enabling US to reach our goals and change our lives by nurturing our personal strengths.

Our vision is to create a culture that promotes personal responsibility for Recovery, Wellness, Empowerment, and Advocacy for oneself and others while acknowledging the dive right we have as Human Beings.

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LAKES REGION CONSUMER ADVISORY BOARD

FINANCIAL STATEMENTS

Years Ended June 30, 2023 and 2022

AND SUPPLEMENTAL INFORMATION

Year Ended June 30, 2023

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE
SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Lakes Region Consumer Advisory Board
Laconia, New Hampshire

Opinion

We have audited the accompanying financial statements of Lakes Region Consumer Advisory Board (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2023 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Consumer Advisory Board as of June 30, 2023 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

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

Management's Responsibility for the Financial Statements

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

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Auditors' Responsibilities for the Audit of the Financial Statements

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

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

Exercise professional judgement and maintain professional skepticism throughout the audit.

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

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

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

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

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

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Report on Summarized Comparative Information

We have previously audited Lakes Region Consumer Advisory Board's 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 19, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

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

Rowley & Associates, P.C.

Rowley & Associates, P.C.
Concord, New Hampshire
November 17, 2023

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LAKES REGION CONSUMER ADVISORY BOARD
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022
See Independent Auditors' Report

ASSETS	2023	2022
CURRENT ASSETS		
Cash and cash equivalents:		
Operating	$ 57,482	$ 45,954
BMHS refundable	-	20,220
Total cash and cash equivalents	57,482	66,174
Accounts Receivable	63,741	32,487
Prepaid expenses	3,766	7,085
Total Current Assets	124,989	105,746
PROPERTY AND EQUIPMENT, at cost		
Building and land	216,825	210,640
Equipment	63,834	63,834
Furniture and fixtures	13,689	13,689
Total property & equipment	294,348	288,163
Less accumulated depreciation	185,437	171,860
	108,911	116,303
NON CURRENT ASSETS		
Right of use asset - finance lease	11,083	-
Security deposit	2,000	2,000
Total Non Current Assets	13,083	2,000
Total Assets	246,983	224,049
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	8,139	5,638
Accrued expenses	8,952	5,701
Finance lease liability, current portion	4,860	-
Total Current Liabilities	21,951	11,339
LONG-TERM LIABILITIES		
Refundable BMHS advance	-	20,220
Finance lease liability, less current portion	6,223	-
Security deposit	850	850
Total Long-Term Liabilities	7,073	21,070
NET ASSETS		
Without donor restriction	217,959	191,640
Total Liabilities and Net Assets	$ 246,983	$ 224,049

Notes to Financial Statements

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LAKES REGION CONSUMER ADVISORY BOARD
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2023 AND 2022
See Independent Auditors' Report

	2023	2022
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	$ 430,422	$ 297,294
Donations	48	20
Interest income	6	8
Rental income	11,200	13,025
Miscellaneous income	2,242	-
Total support and revenue	443,918	310,347
EXPENSES		
Program	396,329	285,505
Management & general	10,235	10,192
Rental unit expense	11,035	11,985
Total expenses	417,599	307,682
Increase in net assets	26,319	2,665
Net assets, beginning of year	191,640	188,975
Net assets, end of year	$ 217,959	$ 191,640

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LAKES REGION CONSUMER ADVISORY BOARD
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2023 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2022

See Independent Auditors' Report

	Program Services	Management & General	Rental Unit Costs	Total 2023	2022
Wages	$ 249,308	$ -	$ -	$ 249,308	$ 157,068
Employee benefits	22,571	-	-	22,571	20,481
Rent	28,800	-	-	28,800	28,800
Payroll taxes	19,013	-	-	19,013	12,618
Supplies	17,758	-	-	17,758	4,532
Telephone	5,456	-	2,018	7,474	10,467
Utilities	13,340	-	-	13,340	11,577
Workers compensation	2,938	-	1,086	4,024	3,173
Insurance	6,836	784	3,586	11,206	10,696
Repairs and maintenance	5,951	-	-	5,951	4,982
Food	1,827	-	-	1,827	-
Audit fees	-	8,500	-	8,500	8,500
Consulting fees	-	-	-	-	925
Other expenses	663	-	-	663	864
Travel	1,246	-	-	1,246	2,703
Training	160	-	-	160	2,066
Depreciation	8,282	950	4,345	13,577	13,471
Equipment rental & maintenance	4,644	-	-	4,644	5,767
Vehicle expense	2,994	-	-	2,994	1,126
Postage	359	-	-	359	328
Bank fees	435	-	-	435	405
Advertising	3,493	-	-	3,493	7,126
Licenses & permits	57	-	-	57	7
Subscriptions & publications	199	-	-	199	-
	$ 396,329	$ 10,235	$ 11,035	$ 417,599	$ 307,682

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LAKES REGION CONSUMER ADVISORY BOARD
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2023 AND 2022
See Independent Auditors' Report

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	$ 26,319	$ 2,665
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	13,577	13,471
(Increase) decrease in operating assets		
Accounts receivable	(31,254)	4,075
Prepaid expenses	3,319	767
Increase (decrease) in operating liabilities		
Accounts payable	2,501	(1,678)
Accrued expenses	3,251	(1,848)
Refundable BMHS advance	(20,220)	-
Deferred revenue	-	(8,820)
Net Cash Provided (Used) By Operating Activities	(2,507)	8,632
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(6,185)	-
Net Cash (Used) By Investing Activities	(6,185)	-
Net Increase (Decrease) in cash and cash equivalents	(8,692)	8,632
Cash and Cash Equivalents, Beginning of Year	66,174	57,542
Cash and Cash Equivalents, End of Year	$ 57,482	$ 66,174

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LAKES REGION CONSUMER ADVISORY BOARD
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

NOTE 1 NATURE OF ORGANIZATION

Lakes Region Consumer Advisory Board (LRCAB) is a nonprofit organization incorporated under the laws of the State of New Hampshire on October 19, 1993. Its mission is to provide peer support to those who are currently receiving or have received mental health services and to empower them to control their own lives and to influence the resources that affect their lives. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

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

Basis of Presentation

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

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

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

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NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash equivalents

For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents, excluding amounts the use of which is limited restriction. At years ended June 30, 2023 and 2022 the Organization had no cash and cash equivalents.

Support and revenue

Lakes Region Consumer Advisory Board receives support primarily through grants from the Federal Government and the State of New Hampshire.

Property and Equipment and Capitalization Policy

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight-line basis over the useful lives of the assets as listed below. Depreciation expense was $13,577 and $13,471 for the years ended June 30, 2023 and 2022, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Building & Improvement	27.5 Years
Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

Functional and Cost Allocation of Expenses

The costs of providing various program, management and rental services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. The expenses that are allocated are compensation and insurances, which are allocated on the basis of estimates of time and effort; occupancy costs, which are allocated on a square footage basis; and supplies and telephone costs, which are allocated based on usage studies.

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NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising costs

The Organization expenses advertising costs as they are incurred. Advertising expense was $3,493 and $7,126 for the years ended June 30, 2023 and 2022, respectively.

Accounts Receivable

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

Use of estimates

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

Income taxes

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

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NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In-Kind Contributions

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

Donated Materials and Services

It is the intent of LRCAB to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2023 and 2022, there were no donated goods or services.

Concentration of Risk

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2023 and 2022 the Organization had no uninsured cash balances.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable, and accrued expenses are stated at carrying cost at June 30, 2023 and 2022, which approximates fair value due to the relatively short maturity of these instruments.

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NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed, or expenditures are incurred, respectively. Contributions are recognized when cash or other assets are received.

Newly Adopted Accounting Pronouncement

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under the new guidance, a lessee is required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily depends on its classification as a finance or operating lease. However, unlike current GAAP—which required only capital leases to be recognized on the statement of financial position—the new ASU requires both types of leases to be recognized on the statement of financial position. This standard was implemented as of June 30, 2023 and is reflected in the current year financial statements.

NOTE 3 ECONOMIC DEPENDENCY

LRCAB currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2023 and 2022, the State grants made up 97% and 96% of LRCAB's total support, respectively.

NOTE 4 LEASING ACTIVITIES

Real Estate Rental Income

The Organization operates a lease agreement of its residential dwelling located in Laconia NH under a month-to-month basis under the original terms and conditions (Tenancy at Will). Total rental income was $11,200 and $13,025 for the years ended June 30, 2023 and 2022. There is no future minimum rental income.

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NOTE 4 LEASING ACTIVITIES (CONTINUED)

Operating Lease

LRCAB leases premises in Concord, New Hampshire. In February 2008, LRCAB's lease expired and they are currently operating on a month-to-month basis. The current lease payment is $2,400 per month. Rent expense was $28,800 and $28,800 for the years ended June 30, 2023 and 2022 respectively. There is no future required minimum required rent expense.

The Organization has adopted FASB ASC 842 in the current period. The Organization has elected the short-term lease recognition exemption for its SUSD lease. Leases with an initial term of 12 months or less, that do not include an option to purchase the underlying asset that we are reasonably certain to exercise, are not recorded on the statement of financial position.

Finance Lease

The Organization leases office equipment under a finance lease agreement. The lease is for five-years, expiring December 15, 2026. The annual rent expense is $4,644 per year.

The Organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office equipment.

Total right-of-use assets and lease liabilities at June 30, 2023 are as follows:

Lease Assets – Classification in Statement of Financial Position	
Finance Lease Right of Use Asset	$ 11,083
Lease Liabilities – Classification in Statement of Financial Position	
Finance Lease Liability, Current Portion	4,860
Finance Lease Liability, Long-Term Portion	6,223
Total	$ 11,083

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NOTE 4 LEASING ACTIVITIES (CONTINUED)

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years: 2.5

Weighted-average discount rate: 5.3%

The future minimum lease payments on this agreement as of June 30 are:

2024	$ 4,860
2025	4,860
2026	2,430
Total payments	12,150
Net present value discount	(1,067)
Present Value of lease liabilities	$ 11,083

NOTE 5 RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses LRCAB for the expenses. Eligible employees do not make salary reduction contributions. For the years ended June 30, 2023 and 2022 the Organization made $0 in retirement contributions.

NOTE 6 REFUNDABLE ADVANCE

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services (DHHS), LRCAB was required to segregate amounts advanced but not expended at year-end as a refundable advance. LRCAB was notified by the State of New Hampshire's DHHS that refundable advance amounts were no longer required to be segregated and could be included in non-BBH funds. Funds previously set aside in accordance with this requirement amounted to $0 and $20,220 for the years ended June 30, 2023 and 2022, respectively.

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NOTE 7 SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 17, 2023, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE 8 BOARD DESIGNATED NET ASSETS

The Organization has no board designated net assets as of June 30, 2023 and 2022, respectively.

NOTE 9 DONOR RESTRICTED NET ASSETS

The Organization has no donor restricted net assets as of June 30, 2023 and 2022, respectively.

NOTE 10 LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

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

	2023	2022
Cash and cash equivalents	$ 57,482	$ 66,174
Accounts Receivable	63,741	32,487
Less amounts:		
Refundable BMHS funds required to be maintained under State agreement	-	(20,220)
	$ 121,223	$ 78,441

NOTE 11 COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of services and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of June 30, 2023 and 2022 in the amounts of $609 and $417, respectively.

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LAKES REGION CONSUMER ADVISORY BOARD
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
YEAR ENDED JUNE 30, 2023
See Independent Auditors' Report

	State Approved BMHS Funds	Non-BMHS Funds	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income, current year	$ 410,202	$ -	$ 410,202
Grant income, prior year release	-	20,220	20,220
Donations	-	48	48
Interest income	5	1	6
Rental income	-	11,200	11,200
Miscellaneous income	-	2,242	2,242
Total support and revenue	410,207	33,711	443,918
EXPENSES			
Wages	249,308	-	249,308
Employee benefits	22,571	-	22,571
Rent	28,800	-	28,800
Payroll taxes	19,013	-	19,013
Supplies	17,758	-	17,758
Telephone	7,474	-	7,474
Utilities	13,340	-	13,340
Workers compensation	4,024	-	4,024
Insurance	11,206	-	11,206
Repairs and maintenance	5,951	-	5,951
Food	1,827	-	1,827
Audit fees	8,500	-	8,500
Other expenses	663	-	663
Travel	1,246	-	1,246
Training	160	-	160
Depreciation	-	13,577	13,577
Equipment rental & maintenance	4,644	-	4,644
Vehicle expense	2,994	-	2,994
Postage	359	-	359
Bank fees	435	-	435
Advertising	3,493	-	3,493
Licenses & permits	57	-	57
Subscriptions & publications	199	-	199
Total expenses	404,022	13,577	417,599
Net Operating Increase in Net Assets	6,185	20,134	26,319
BMHS funds spent on capital purchases	(6,185)	6,185	-
Net Increase in Net Assets	-	26,319	26,319
Net assets, beginning of year	3,658	187,982	191,640
Net assets, end of year	$ 3,658	$ 214,301	$ 217,959

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LAKES REGION CONSUMER ADVISORY BOARD

BOARD OF DIRECTORS LIST 2/15/2024

BOARD OFFICERS

PRESIDENT
Mike Boards
[illegible]

Joined 2022
Term 1
Expiration 2026

VICE PRESIDENT
Walker Mondok
[illegible]

Joined 2022
Term 1
Expiration 2026

TREASURER
Peter MacDonald
[illegible]

Joined 2022
Term 1
Expiration 2026

SECRETARY
Meghan Pinkham
[illegible]

Joined 2023
Term 1
Exp 2027

BOARD MEMBERS AT LARGE

Terry MacLeod
[illegible]

Joined 2023
Term 1
Expiration 2027

Ryan Colby
[illegible]

Joined
Term 1
Experation 2027

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Michelle Laduc
[redacted]

Professional Experience

Work Opportunities Unlimited / Director of Career Services
019 – May 2019 - Present, Laconia NH

- Manage Career Resource Specialists and Team Leaders within the Lakes Region market
- Plan and direct activities and services to ensure client career goals are achieved
- Develop programs, plans, policy and procedures for obtaining relationships within the business community, referrals and job placements
- Carry out responsibilities in accordance to policies and compliance with applicable laws
- Maintain, prepare and analyze data on referrals/placements/closures, individual client activities and hours working
- Achieve outcomes within a strategic plan, evaluate team members and conduct effective 30-day outcomes

Mer Merrimack High School / Transition Coordinator
Augu August 2003 - June 2018, Merrimack NH

- Developed school-to-work programs for students related to their IEP, in accordance with Indicator 13.
- Maintained partnerships with outside agencies, courts, transition programs, and businesses to support programs within the community for students
- Administer HiSET Practice Test, assisted students under 18 with completing waivers and disability accommodations when needed.
- Utilized various assessment tools and job shadows to determine post-secondary goals for students IEP.
- Attended trainings, seminars, workshops and meetings with local and state agencies, including the Area Agencies, DOE Vocational Rehabilitation, Clinics and Community Mental Health Agencies to stay informed on policies and best practices.
- Assisted students with alternative placements, such as Job Corp, CTE schools, and non-traditional high schools.

YMCA / Director of Membership Services
April 1999 - October 2002, Nashua NH

- Supervised the department of membership services and front end personnel while overseeing day to day operations
- Exercised a mature judgement and sound decision making skills when resolving member complaints and employee disputes
- Performed administrative functions including budget controls, A/R, A/P, payroll, staff training and evaluations
- Adhered to an aggressive but attainable annual budget while maintaining programs within that fixed budget.
- Managed the Financial Assistance Program (Y-CARES) granting memberships to those in need to promote a healthy lifestyle
- Maintained strong professional relationships with local businesses, schools and other agencies to generate Y-CARES funding

Education

Springfield College / Bachelor's Degree in Human Services
August 1992 - May 1996, Springfield MA

Awards

Certified HiSET Administrator, NHDOE Bureau of Adult Ed.

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	2013 / Concord NH Principal Award for decreasing dropout rate at Merrimack High School from 20% to 9% 2009 / Merrimack NH Trained in Indicator 13, Collaborated in the Development of "Age Appropriate Transition Assessments" 2010 / Southern NH COP

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MIRANDA LESSARD

[redacted]

WORK EXPERIENCE

ONE PEER TO ANOTHER | Laconia, NH *10/2022 - Present*
Peer Support Specialist

- Provides community outreach while assisting consumers in developing the knowledge and skills and acquiring the necessary supports to live as independently as possible in the least restrictive setting in the community.
- Uses experience with personal recovery in assisting and supporting participants.
- Supports the participant as s/he aspires to roles which emphasize his or her strengths by sharing first hand experiences in their own recovery journey as well as offering hope, reassurance, self-determination and connection to the community.

WORK OPPORTUNITIES UNLIMITED | Laconia, NH *03/2021 - 08/2022*
Career Resource Specialist

- Provided clients with guidance and support on site at their jobs or volunteer locations.
- Created a weekly Zoom Cooking Class program for the clients to attend and participate in, empowering them to become more independent.
- Built professional relationships in the local community with other businesses.

EASTER SEALS | Concord, NH *03/2016 - 2020*
Direct Support Professional

- Support organization's clients by administering medications, keeping detailed notes on daily activities and client progress. Assist with self-care, ADL's and personal safety. Provide individuals with emotional and physical support. Escort clients to appointments and social events. Provide input at case hearing meetings and other similar meetings.

CONCORD HOMELESS RESOURCE CENTER | Concord, NH *03/2017 - 11/2017*
Assistant Director

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FRIENDS EMERGENCY HOUSING PROGRAM| Concord, NH ***3/2017 - 11/2017***
Housing Counselor

- Provide case management, intakes, room checks, data entry.
- Also assisted clients with budgeting, resumes, applications for jobs and housing and other related duties.

AMERICORPS| Concord, NH ***03/2017 - 11/2017***
Victim Assistance Program, Advocate

- Completed one year of service to AmeriCorps.
- Provided court advocacy for temporary and permanent restraining orders, responded 24/7 to Crisis Line calls and hospital calls.
- Provided education and community outreach

EDUCATION

MCINTOSH COLLEGE | Dover, NH **05/2000**
Associates Degree, Business

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Dan Stanwood

SKILLS

- managing large groups
- managing facility operations
- merchandising and paying attention to detail
- listening and providing mediation
- great communication skills and team player
- encouraging and supporting growth in the company

EXPERIENCE

Lakes Region Mental Health Center, Laconia, NH – *Peer Support Specialist* May 2023 - current

- Provide individualized coaching and support to clients
- Encourage the use of community resources
- Develop recovery plans and coping methods with clients

Wal-mart & Sam's Club, Concord, NH – *Assistant Manager (Coach)*

February 2001 - May 2022

- Scheduling for a department of 40-50 people.
- Merchandising while following layouts.
- Giving employment interviews and offers, as well as coachings and terminations. Conducting new hire orientations.
- Cash office operations, front end operations.
- Teaching and training.
- Maintaining all compliance standards.

EDUCATION and TRAININGS

Central High School Manchester, NH

Intentional Peer Support core training – December 2023

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WAYNE HILLIARD

[redacted]

WORK EXPERIENCE

ONE PEER TO ANOTHER | LACONIA, NH **12/29/22 - *Present***
Peer Support Specialist

- Provides community outreach while assisting consumers in developing the knowledge and skills and acquiring the necessary supports to live as independently as possible in the least restrictive setting in the community.
- Uses experience with personal recovery in assisting and supporting participants.
- Supports the participant as s/he aspires to roles which emphasize his or her strengths by sharing first hand experiences in their own recovery journey as well as offering hope, reassurance, self-determination and connection to the community.

MONARCH ROOFING | MEREDITH , NH ***4/1/21 - 12/16/22***
Roofer

- Inspect problem roofs to determine the best repair procedures.
- Remove snow, water, or debris from roofs prior to applying roofing materials.
- Set up scaffolding to provide safe access to roofs.
- Estimate materials and labor required to complete roofing jobs.

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MEGAN FERRON

[redacted]

WORK EXPERIENCE

ONE PEER TO ANOTHER | Concord, NH *06/2023 - Present*
Peer Support Specialist

- Provides community outreach while assisting consumers in developing the knowledge and skills and acquiring the necessary supports to live as independently as possible in the least restrictive setting in the community.
- Uses experience with personal recovery in assisting and supporting participants.
- Supports the participant as s/he aspires to roles which emphasize his or her strengths by sharing first hand experiences in their own recovery journey as well as offering hope, reassurance, self-determination and connection to the community.

YESTERDAY'S | Jackson, NH *03/2017 - 11/2017*
Line Cook

- Preparing food including cleaning and cutting the ingredients and cooking main dishes, desserts, appetizers and snacks
- Working with servers to ensure that orders are completed according to request and on time
- Ensuring that the kitchen operation procedures and hygiene meet food safety standards and regulations

DUNKIN DONUTS | North Conway, NH *01/2013 - 01/2015*
Crew Member

- Adhere to Brand standards and systems in regards to product preparation.
- Prepare all products following appropriate recipes and procedures.
- Follow all procedures related to cleanliness, food safety, and restaurant safety and security

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name: Lakes Region Consumer Advisory Board

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Michelle Ladue	Executive Director	100.00%	$65,000.00
Miranda Lessard	Program Coordinator	100.00%	$45,760.00
Dan Stanwood	Program Coordinator	100.00%	$43,680.00
Wayne Hilliard	Peer Support/Outreach	100.00%	$28,080.00
Megan Ferron	Peer Support Specialist	100.00%	$37,440.00
		0.00%	$0.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $7,586,542 to operate Peer Support Agencies for the provision of peer support to individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services, with the option to renew for up to four (4) additional years, effective July, 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 39% Federal Funds. 61% General Funds.

Contractor Name	Vendor Code	Area Served & Office Locations	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Region VIII Portsmouth	$706,686
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Region VI Nashua	$1,125,368
Infinity Peer Support Cooperative (Rochester)	157797-B001	Region IX Rochester	$560,608
Lakes Region Consumer Advisory Board (Laconia, NH)	157060-B001	Regions III & IV Laconia & Concord	$980,936
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Region V Keene	$799,798
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Regions VII & X Manchester & Derry	$1,193,564
The Alternative Life Center (Conway, NH)	168081-B001	Region I Conway, Colebrook, Littleton, & Berlin	$1,245,310
The Stepping Stone Drop-In Center Association (Claremont, NH)	157697-B001	Region II Claremont & Lebanon	$974,272
		Total:	**$7,586,642**

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to operate Peer Support Agencies (PSA) for the provision of peer support for individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

Approximately 2,500 individuals will be served during State Fiscal Years 2023 and 2024.

New Hampshire's 10-year mental health plan emphasizes the importance of increasing access to and utilization of peer services. PSAs are physically located in each of the ten (10) Mental Health Regions wherein trained peers provide Intentional Peer Support (IPS) that helps individuals become more empowered and less dependent on the clinical mental health system. Contractors will provide peer support services that foster recovery from mental illness and promote self-advocacy. By providing peer support, peer education, and peer programming, the Contractors will assist individuals to develop skills to manage and cope with symptoms of illness, and to identify and use natural supports. Warmline services will be available statewide through telephonic peer support to assist individuals with addressing a current crisis related to their mental health during hours when a PSA is closed for services. Peer Respite, a 24-hour short-term, seven (7) day, non-clinical program designed as an alternative to hospitalization will also be offered in Mental Health Regions V and VI.

The Department will monitor services by reviewing monthly, quarterly, and annual reports provided by the Contractor.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, individuals in need of peer support services that facilitate wellness and recovery from mental illness will not receive peer support services; leaving them at risk of needing mental health services from the Community Mental Health Centers and/or from local hospitals, which are more costly alternatives to peer support services.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM083816

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 1-4 and 7-10

	Maximum Points Available	(R1) Alternative Life Center	(R1) TrueCare24	(R2) The Stepping Stone Drop-In Center Association	(R3) Lakes Region Consumer Advisory Board	(R4) Lakes Region Consumer Advisory Board	(R7) On the Road to Wellness	(R8) Connections Peer Support Center	(R9) Infinity Peer Support	(R10) On the Road to Wellness
Technical										
Ability Q1	40	33	15	38	20	20	40	40	25	40
Staffing Q2	25	20	7	20	7	7	24	24	12	24
Collaboration Q3	30	26	5	27	15	15	26	30	15	26
TOTAL POINTS	95	79	27	85	42	42	90	94	52	90

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title :Peer Support Agencies Regions 5 and 6

	Maximum Points Available	(R5) Monadnock Area Peer Support Agency	(R6) H.E.A.R.T.S PSA
Technical			
Ability Q1	40	40	32
Staffing Q2	25	24	16
Collaboration Q3	30	30	29
Ability for Peer Respite Q4	40	40	20
Experience with Peer Respite Q5	25	23	20
TOTAL POINTS	160	157	117

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godfredsen	Business Administrator II

05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92204118					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
2024	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
Subtotal			$ 414,476.00	$ -	$ 414,476.00
The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
2024	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
Subtotal			$ 268,816.00	$ -	$ 268,816.00
Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
2024	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
Subtotal			$ 326,484.00	$ -	$ 326,484.00
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
2024	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
Subtotal			$ 266,196.00	$ -	$ 266,196.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
2024	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
Subtotal			$ 419,106.00	$ -	$ 419,106.00
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
2024	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
Subtotal			$ 397,254.00	$ -	$ 397,254.00
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
2024	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
Subtotal			$ 235,208.00	$ -	$ 235,208.00
Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00
2024	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00

Subtotal			$ 131,196.00	$ -	$ 131,196.00

SUB TOTAL			$ 2,458,736.00	$ -	$ 2,458,736.00

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
2024	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
Subtotal			$ 475,032.00	$ -	$ 475,032.00

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
2024	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
Subtotal			$ 427,092.00	$ -	$ 427,092.00

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
2024	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
Subtotal			$ 374,184.00	$ -	$ 374,184.00

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
2024	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
Subtotal			$ 305,088.00	$ -	$ 305,088.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
2024	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
Subtotal			$ 384,728.00	$ -	$ 384,728.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
2024	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
Subtotal			$ 455,292.00	$ -	$ 455,292.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
Subtotal			$ 269,568.00	$ -	$ 269,568.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
Subtotal			$ 269,238.00	$ -	$ 269,238.00

SUB TOTAL			$ 2,960,222.00	$ -	$ 2,960,222.00

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

Activity Code: 92204117

The Alternative Life Center

Vendor # 068801

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
2024	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
Subtotal			$ 355,802.00	$ -	$ 355,802.00

The Stepping Stone Drop-In Center Association

Vendor # 157967

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
2024	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
Subtotal			$ 278,364.00	$ -	$ 278,364.00

Lakes Region Consumer Advisory Board

Vendor # 157060

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
2024	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
Subtotal			$ 280,268.00	$ -	$ 280,268.00

Monadnock Area Peer Support Agency

Vendor # 157973

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
2024	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
Subtotal			$ 228,514.00	$ -	$ 228,514.00

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

Vendor # 209287

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
2024	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
Subtotal			$ 321,534.00	$ -	$ 321,534.00

On the Road to Recovery, Inc.

Vendor # 158839

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
2024	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
Subtotal			$ 341,018.00	$ -	$ 341,018.00

Connections Peer Support Center

Vendor # 157070

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
2024	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
Subtotal			$ 201,910.00	$ -	$ 201,910.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
2024	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
Subtotal			$ 160,174.00	$ -	$ 160,174.00
SUB TOTAL			$ 2,167,584.00	$ -	$ 2,167,584.00
TOTAL			$ 7,586,542.00	$ -	$ 7,586,542.00

Summary by Vendor	Total Amount
The Alternative Life Center	$ 1,245,310.00
The Stepping Stone Drop-In Center Association	$ 974,272.00
Lakes Region Consumer Advisory Board	$ 980,936.00
Monadnock Area Peer Support Agency	$ 799,798.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	$ 1,125,368.00
On the Road to Recovery, Inc.	$ 1,193,564.00
Connections Peer Support Center	$ 706,686.00
Tri-City Consumers' Action Co-operative	$ 560,608.00
Total	$ 7,586,542.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-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 Lakes Region Consumer Advisory Board		1.4 Contractor Address 328 Union Avenue Laconia, NH 03247	
1.5 Contractor Phone Number (603) 528-7742	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation $980,936
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: [signature] Date: 6/13/2022		1.12 Name and Title of Contractor Signatory Charity Mondok Chair president of Lakes Regi	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/13/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: [signature]		On: 6/13/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS
Date 6/13/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 6/13/2022

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Regions 3 and 4.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Physical exercise.

1.8.1.2.5. Mindfulness activities including, but not limited to:

1.8.1.2.5.1. Yoga.

1.8.1.2.5.2. Meditation.

1.8.1.2.5.3. Journaling.

1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;

1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and

1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.3.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership

application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. The minimum engagement policy.

1.8.16.2. Suspension of membership policy.

1.8.16.3. Membership rules.

1.8.16.4. Attestation that the consumer supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.3. Annual wellness training is available to staff.

1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.

1.8.33.5. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.11.1. Personnel records.

1.11.2. Financial records.

1.11.3. Program data files.

1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.13. Reporting

1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.13.1.7. Quarterly revenue and expenses by cost, category and locations.

1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.13.3.1. Community outreach activities as outlined in the Statement of Work.

1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.13.3.4. Statistical data including, but not limited to:

1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.13.3.4.2. Program utilization data.

1.13.3.4.3. Number of telephone peer support outreach contacts.

1.13.3.4.4. Number and description of outreach activities.

1.13.3.4.5. Number and description of educational events provided on-site and in the community.

1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.13.3.6.1. Executive Director's report.

1.13.3.6.2. Board of Directors roster.

1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.13.4.3. The contract shall provide the following reports as determined by the department:

1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.14. Performance Measures

1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
   1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
   3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
   3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. 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.

8. Audits

   8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.

   8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 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.

      8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   8.3. In addition to, and not in any way in limitation of obligations of the Agreement, 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.

9. Property Standards

   9.1. Insurance coverage.

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

provide for competition to the extent practicable and result in the highest possible return.

9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

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

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

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

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

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

9.3.3. Use.

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

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that

such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

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

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

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

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

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

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

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

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

9.3.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

10. Property Trust Relationship and Liens

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

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

6/13/2022
Date

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: Lakes Region Community Advisory Board

DocuSigned by:
[redacted]

6/13/2022
Date

Name: Charity Mondok
Title: Chair president of Lakes Region Community Advisory Bc

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: Lakes Region Community Advisory Board

6/13/2022
Date

DocuSigned by:
Name: Charity Mondok
Title: Chair president of Lakes Region Community Advisory Bc

DS
Vendor Initials
6/13/2022
Date

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

Contractor Initials DS

Date 6/13/2022

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Lakes Region Community Advisory Board

6/13/2022
Date

DocuSigned by:
[signature]
Name: Charity Mondok
Title: Chair president of Lakes Region Community Advisory Bo

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.

DS

Contractor Initials _____

Date 6/13/2022

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: Lakes Region Community Advisory Board

DocuSigned by:
[signature]
EC3C10C2FC8F43...

6/13/2022
Date

Name: Charity Mondok
Title: Chair president of Lakes Region Community Advisory Bo

Contractor Initials CS

Date 6/13/2022

DocuSign Envelope ID: 8255A3D1-6E74-474B-B325-E46F71E26504

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: Lakes Region Community Advisory Board

6/13/2022
Date

DocuSigned by:
Name: Charity Mondok
Title: Chair president of Lakes Region Community Advisory Bo

Contractor Initials DS
Date 6/13/2022

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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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.

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. 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	Lakes Region Community Advisory Board
The State	Name of the Contractor
Katja S. Fox	
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Charity Mondok
Name of Authorized Representative	Name of Authorized Representative
Director	Chair president of Lakes Region Community Advisory Board
Title of Authorized Representative	Title of Authorized Representative
6/13/2022	6/13/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Lakes Region Community Advisory Board

6/13/2022
Date

DocuSigned by:
Name: Charity Mondok
Title: Chair president of Lakes Region Community Advisory Bo

Contractor Initials DS
Date 6/13/2022

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: 06/13/2022

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

   _____ NO _____X_____ YES

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

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

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

   _____ NO _____X_____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials DS

Date 6/13/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

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.).

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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 Support Agencies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Area Peer Support Agency ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #26), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,599,596

3. Modify Exhibit A, Revisions to Standard Agreement Provisions, by adding Sections 1.4. and 1.5., to read:

   1.4. Paragraph 14., Insurance., is amended by adding subparagraph 14.4. as follows:

   14.4. Effective July 1, 2024, tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property with a policy limit not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

   1.5. Paragraph 14., Insurance., is amended by adding subparagraph 14.5. as follows:

   14.5. Effective July 1, 2024, a fidelity bond in an amount not less than $1,599,596, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement.

4. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B - Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit C, Payment Terms, Section 3, to read:

   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 items, as specified in Exhibits C-1, Budget Sheet through Exhibit C-4, Budget Sheet, Amendment #1.

6. Add Exhibit C-3, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-4, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 01, 2024, 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

3/13/2024
Date

DocuSigned by:
Katja S. Fox
2A0FE07B846B4F3...
Name: Katja S. Fox
Title: Director

Monadnock Area Peer Support Agency

3/13/2024
Date

DocuSigned by:
david ports
7B7BAE4E85B8420...
Name: david ports
Title: Interim Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

3/14/2024
Date

DocuSigned by:
Robyn Guarino
74873484494148O...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B – Amendment #1

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 5.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with New Hampshire (NH) Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. Discussion groups that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.1.9. Mental health symptoms or symptom management.

1.8.1.2. Discussion or activity groups that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Stress management.

1.8.1.2.5. Self-care.

1.8.1.2.6. Physical exercise, including, but not limited to:

1.8.1.2.6.1. Walking.

1.8.1.2.6.2. Stretching.

1.8.1.2.6.3. Dancing.

1.8.1.2.6.4. Games or activities that involve movement or exercise.

1.8.1.2.7. Mindfulness activities including, but not limited to:

1.8.1.2.7.1. Yoga.

1.8.1.2.7.2. Meditation.

1.8.1.2.7.3. Journaling.

1.8.1.2.7.4. Relaxation techniques.

1.8.1.3. Activity groups that provide positive skill-building which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. Discussion or activity groups that foster independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.1.4.6. Life skills.

1.8.1.4.7. Member meetings.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual on a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the Intentional Peer Support (IPS) or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Have a minimum of one community outreach staff whom conducts a minimum of 15 hours of outreach per week in the community engaging with, but not limited to:

1.8.6.1.1. Individuals, who are not already members, in the community.

1.8.6.1.2. Individuals who are hospitalized with a psychiatric condition.

1.8.6.1.3. Individuals who are homeless.

1.8.6.1.4. Community providers.

1.8.6.1.5. Community organizations.

1.8.6.2. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.2.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.2.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.2.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.2.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.2.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. First and Last name.

1.8.16.2. Date of birth.

1.8.16.3. Gender.

1.8.16.4. Town of residence.

1.8.16.5. The minimum engagement policy.

1.8.16.6. Suspension of membership policy.

1.8.16.7. Membership rules.

1.8.16.8. Attestation that the individual supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff complete the NH Peer Certification training requirements and obtain certification, as specified by the department, within 12 month of employment.

1.8.33.2. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.3. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.4. Annual wellness training is available to staff.

1.8.33.5. Intentional Peer Support (IPS) training or another SAMHSA-recognized mental health peer support model.

1.8.33.6. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of an individual utilizing PSA services.

1.9. Peer Respite:

1.9.1. The Contractor shall agree to operate a peer operated Peer Respite that provides early intervention for individuals 18 years of age and older who have a mental illness and who are experiencing a crisis in the community. The Contractor shall:

1.9.1.1. Operate the respite program at a physical location and/or building that is in compliance with local health, building and

fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval.

1.9.1.2. Provide services to any individual from any of the Regions in New Hampshire regardless of where they live, attend school or work.

1.9.1.3. Provide a short-term, ten (10)-day stay, peer respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.

1.9.1.4. Provide interventions using a model of Intentional Peer Support or another SAMHSA-recognized mental health peer support model that focuses on individual's strengths and assists in personal recovery and wellness.

1.9.1.5. Provide a place for the individual to stay temporarily in order to facilitate recovery, which must be staffed with a certified Peer Support Specialist 24 hours per day when participants are in the program.

1.9.1.6. Provide referrals to the local community mental health center for individuals who require a higher level of care or evaluation for hospitalization.

1.9.1.7. Provide transportation to and from the peer respite program to other community-based appointments as agency schedule and staffing allows.

1.9.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.

1.9.1.9. Provide individualized supports with a focus on wellness and recovery planning, if applicable.

1.9.1.10. Support the individual in returning to participation in community activities, services and supports.

1.9.1.11. Ensure the individual's health needs are addressed if the individual becomes ill or injured during the course of the individual's stay in the peer respite program.

1.9.1.12. Ensure communication with other service providers involved in the individual's care, with the individual's written consent.

1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.11.1. Personnel records.

1.11.2. Financial records.

1.11.3. Program data files.

1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings and consultation services on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.13. Reporting

1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.13.1.7. Quarterly revenue and expenses by cost, category and locations.

1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for DS d

parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.13.3.1. Community outreach activities as outlined in the Statement of Work.

1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.13.3.4. Statistical data including, but not limited to:

1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.13.3.4.2. Program utilization data.

1.13.3.4.3. Number of telephone peer support outreach contacts.

1.13.3.4.4. Number and description of outreach activities.

1.13.3.4.5. Number and description of educational events provided on-site and in the community.

1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.13.3.6.1. Executive Director's report.

1.13.3.6.2. Board of Directors roster.

1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.13.4.3. The contract shall provide the following reports as determined by the department:

1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.14. Performance Measures

1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

1.15. Confidential Data

1.15.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.15.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.16. Privacy Impact Assessment

1.16.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.16.1.1. How PII is gathered and stored;

1.16.1.2. Who will have access to PII;

1.16.1.3. How PII will be used in the system;

1.16.1.4. How individual consent will be achieved and revoked; and

1.16.1.5. Privacy practices.

1.17. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached

hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced un[DS] e

Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement

and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Exhibit C-3, Budget Sheet, Amendment #1

Region: Region V

Program: Monadnock Peer Support

FISCAL PERIOD: FY2025 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	PROG. SERV. FEES								
401	Net client fees	0	0	0	0	0	0	0	0
402	HMO's	0	0	0	0	0	0	0	0
403	BC/BS	0	0	0	0	0	0	0	0
404	Medicaid	0	0	0	0	0	0	0	0
405	Medicare	0	0	0	0	0	0	0	0
406	Other insurance	0	0	0	0	0	0	0	0
411	Other program fees	0	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0	0
420	PROG. SALES								
421	Production	0	0	0	0	0	0	0	0
422	Service	0	0	0	0	0	0	0	0
430	PUBLIC SUPPORT								
431	United Way	0	0	0	0	0	0	0	0
432	Local/County Government	0	0	0	0	0	0	0	0
433	Donations/Contributions	50,000	0	0	0	0	0	0	50,000
435	Other public support	0	0	0	0	0	0	0	0
436	DVR	0	0	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0	0
438	DCYF	0	0	0	0	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0	0	0	0
440	FEDERAL FUNDING								
441	Block Grants	152,544	0	136,797	0	0	0	15,747	0
442	Community Support Prog	0	0	0	0	0	0	0	0
443	CSP Anticipated (amendment)	0	0	0	0	0	0	0	0
444	HUD	0	0	0	0	0	0	0	0
445	Other federal grants	0	0	0	0	0	0	0	0
446	PATH	0	0	0	0	0	0	0	0
447	CARE NH	0	0	0	0	0	0	0	0
448	MHSIP	0	0	0	0	0	0	0	0
450	RENTAL INCOME	48,000	0	0	0	0	0	0	48,000
460	INTEREST INCOME	0	0	0	0	0	0	0	0
470	IN-KIND DONATIONS	0	0	0	0	0	0	0	0
480	BBH								
481	Community Mental Health	247,355	0	197,502	0	0	0	49,853	0
482	Community Developmental Services	0	0	0	0	0	0	0	0
490	OTHER REVENUES	0	0	0	0	0	0	0	0
491	Other DBH (carry over)	0	0	0	0	0	0	0	0
	Subtotal	497,899	0	334,299	0	0	0	65,600	98,000
500	GM Allocation	0	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES		497,899	0	334,299	0	0	0	65,600	98,000

Contractor Initials DP

3/13/2024

Date

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600 PERSONNEL COSTS								
601 Salary & Wages	243,673	0	192,021	0	0	0	51,652	0
602 Employee Benefits	41,185	0	31,188	0	0	0	9,997	0
603 Payroll taxes	18,641	0	14,690	0	0	0	3,951	0
Subtotal	303,499	0	237,898	0	0	0	65,600	0
610 Client Wages	0	0	0	0	0	0	0	0
620 PROFESSIONAL FEES								
621 Substitute Staff	0	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0	0
624 Accounting	1,100	0	1,100	0	0	0	0	0
625 Audit Fees	1,000	0	1,000	0	0	0	0	0
626 Legal Fees	0	0	0	0	0	0	0	0
627 Other Professional Fees/Consult	5,000	0	5,000	0	0	0	0	0
630 STAFF DEV & TRNG.								
631 Journals & Publications	0	0	0	0	0	0	0	0
632 In-Service Training	6,000	0	6,000	0	0	0	0	0
633 Conferences & Conventions	3,750	0	3,750	0	0	0	0	0
634 Other Staff Development	2,000	0	2,000	0	0	0	0	0
640 OCCUPANCY COSTS								
641 Rent	0	0	0	0	0	0	0	0
642 Mortgage Payments	15,100	0	15,100	0	0	0	0	0
643 Heating Costs	1,500	0	1,500	0	0	0	0	0
644 Other Utilities	10,000	0	10,000	0	0	0	0	0
645 Maintenance & Repairs	7,900	0	7,900	0	0	0	0	0
646 Taxes	0	0	0	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES								
651 Office	2,000	0	2,000	0	0	0	0	0
652 Building/Household	9,000	0	9,000	0	0	0	0	0
653 Educational/Training	3,000	0	3,000	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0	0
655 Food	1,000	0	1,000	0	0	0	0	0
656 Medical	0	0	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0	0
660 CAPITAL EXPENDITURES	5,000	0	5,000	0	0	0	0	0
665 DEPRECIATION	0	0	0	0	0	0	0	0
670 EQUIPMENT RENTAL	2,400	0	2,400	0	0	0	0	0
680 EQUIPMENT MAINTENANCE	2,000	0	2,000	0	0	0	0	0
Subtotal page	381,249	0	315,648	0	0	0	65,600	0

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Total Carried Forward		381,249	0	315,648	0	0	0	65,600	0
700	ADVERTISING	2,543	0	2,543	0	0	0	0	0
710	PRINTING	1,500	0	1,500	0	0	0	0	0
720	TELEPHONE/COMMUNICATIONS	2,000	0	2,000	0	0	0	0	0
730	POSTAGE/SHIPPING	2,500	0	2,500	0	0	0	0	0
740	TRANSPORTATION								
741	Board Members	0	0	0	0	0	0	0	0
742	Staff	1,000	0	1,000	0	0	0	0	0
743	Clients	6,000	0	6,000	0	0	0	0	0
744	Delivery Products	0	0	0	0	0	0	0	0
750	ASSIST.TO INDIVIDUALS								
751	Client Services	1,500	0	1,500	0	0	0	0	0
752	Clothing	500	0	500	0	0	0	0	0
760	INSURANCE								
761	Malpractice & Bonding	400	0	400	0	0	0	0	0
762	Vehicles	500	0	500	0	0	0	0	0
763	Comprehensive Property & Liability	0	0	0	0	0	0	0	0
770	MEMBERSHIP DUES	0	0	0	0	0	0	0	0
800	OTHER EXPENDITURES	98,208	0	208	0	0	0	0	98,000
801	INTEREST EXPENSE	0	0	0	0	0	0	0	0
802	IN-KIND EXPENSE	0	0	0	0	0	0	0	0
	TOTAL EXPENSES	497,899	0	334,299	0	0	0	65,600	98,000
900	ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0	0
	Revenue Offset	(98,000)							(98,000)
	TOTAL PROGRAM EXPENSES	399,899	0	334,299	0	0	0	65,600	0
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	0	0	0	(0)	0
	Verification of Balancing s/b 0	(0)							

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Region: Region V

Program: Monadnock Peer Support

FISCAL PERIOD: FY2026 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	PROG. SERV. FEES								
401	Net client fees	0	0	0	0	0	0	0	0
402	HMO's	0	0	0	0	0	0	0	0
403	BC/BS	0	0	0	0	0	0	0	0
404	Medicaid	0	0	0	0	0	0	0	0
405	Medicare	0	0	0	0	0	0	0	0
406	Other insurance	0	0	0	0	0	0	0	0
411	Other program fees	0	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0	0
420	PROG. SALES								
421	Production	0	0	0	0	0	0	0	0
422	Service	0	0	0	0	0	0	0	0
430	PUBLIC SUPPORT								
431	United Way	0	0	0	0	0	0	0	0
432	Local/County Government	0	0	0	0	0	0	0	0
433	Donations/Contributions	50,000	0	0	0	0	0	0	50,000
435	Other public support	0	0	0	0	0	0	0	0
436	DVR	0	0	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0	0
438	DCYF	0	0	0	0	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0	0	0	0
440	FEDERAL FUNDING								
441	Block Grants	152,544	0	136,797	0	0	0	15,747	0
442	Community Support Prog	0	0	0	0	0	0	0	0
443	CSP Anticipated (amendment)	0	0	0	0	0	0	0	0
444	HUD	0	0	0	0	0	0	0	0
445	Other federal grants	0	0	0	0	0	0	0	0
446	PATH	0	0	0	0	0	0	0	0
447	CARE NH	0	0	0	0	0	0	0	0
448	MHSIP	0	0	0	0	0	0	0	0
450	RENTAL INCOME	48,000	0	0	0	0	0	0	48,000
460	INTEREST INCOME	0	0	0	0	0	0	0	0
470	IN-KIND DONATIONS	0	0	0	0	0	0	0	0
480	BBH								
481	Community Mental Health	247,355	0	197,502	0	0	0	49,853	0
482	Community Developmental Services	0	0	0	0	0	0	0	0
490	OTHER REVENUES	0	0	0	0	0	0	0	0
491	Other DBH (carry over)	0	0	0	0	0	0	0	0
	Subtotal	497,899	0	334,299	0	0	0	65,600	98,000
500	GM Allocation	0	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES		497,899	0	334,299	0	0	0	65,600	98,000

Contractor Initials DS DP

3/13/2024
Date

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600	**PERSONNEL COSTS**							
601	Salary & Wages	243,673	0	192,021	0	0	0	51,652	0
602	Employee Benefits	41,185	0	31,188	0	0	0	9,997	0
603	Payroll taxes	18,641	0	14,690	0	0	0	3,951	0
	Subtotal	303,499	0	237,898	0	0	0	65,600	0
610	Client Wages	0	0	0	0	0	0	0	0
620	**PROFESSIONAL FEES**								
621	Substitute Staff	0	0	0	0	0	0	0	0
622	Client Evaluations/Services	0	0	0	0	0	0	0	0
624	Accounting	1,100	0	1,100	0	0	0	0	0
625	Audit Fees	1,000	0	1,000	0	0	0	0	0
626	Legal Fees	0	0	0	0	0	0	0	0
627	Other Professional Fees/Consult	5,000	0	5,000	0	0	0	0	0
630	**STAFF DEV & TRNG.**								
631	Journals & Publications	0	0	0	0	0	0	0	0
632	In-Service Training	6,000	0	6,000	0	0	0	0	0
633	Conferences & Conventions	3,750	0	3,750	0	0	0	0	0
634	Other Staff Development	2,000	0	2,000	0	0	0	0	0
640	**OCCUPANCY COSTS**								
641	Rent	0	0	0	0	0	0	0	0
642	Mortgage Payments	15,100	0	15,100	0	0	0	0	0
643	Heating Costs	1,500	0	1,500	0	0	0	0	0
644	Other Utilities	10,000	0	10,000	0	0	0	0	0
645	Maintenance & Repairs	7,900	0	7,900	0	0	0	0	0
646	Taxes	0	0	0	0	0	0	0	0
647	Other Occupancy Costs	0	0	0	0	0	0	0	0
650	**CONSUMABLE SUPPLIES**								
651	Office	2,000	0	2,000	0	0	0	0	0
652	Building/Household	9,000	0	9,000	0	0	0	0	0
653	Educational/Training	3,000	0	3,000	0	0	0	0	0
654	Production & Sales	0	0	0	0	0	0	0	0
655	Food	1,000	0	1,000	0	0	0	0	0
656	Medical	0	0	0	0	0	0	0	0
657	Other Consumable Supplies	0	0	0	0	0	0	0	0
660	CAPITAL EXPENDITURES	5,000	0	5,000	0	0	0	0	0
665	DEPRECIATION	0	0	0	0	0	0	0	0
670	EQUIPMENT RENTAL	2,400	0	2,400	0	0	0	0	0
680	EQUIPMENT MAINTENANCE	2,000	0	2,000	0	0	0	0	0
	Subtotal page	381,249	0	315,648	0	0	0	65,600	0

Contractor Initials DP

3/13/2024
Date

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Total Carried Forward		381,249	0	315,648	0	0	0	65,600	0
700	ADVERTISING	2,543	0	2,543	0	0	0	0	0
710	PRINTING	1,500	0	1,500	0	0	0	0	0
720	TELEPHONE/COMMUNICATIONS	2,000	0	2,000	0	0	0	0	0
730	POSTAGE/SHIPPING	2,500	0	2,500	0	0	0	0	0
740	TRANSPORTATION								
741	Board Members	0	0	0	0	0	0	0	0
742	Staff	1,000	0	1,000	0	0	0	0	0
743	Clients	6,000	0	6,000	0	0	0	0	0
744	Delivery Products	0	0	0	0	0	0	0	0
750	ASSIST.TO INDIVIDUALS								
751	Client Services	1,500	0	1,500	0	0	0	0	0
752	Clothing	500	0	500	0	0	0	0	0
760	INSURANCE								
761	Malpractice & Bonding	400	0	400	0	0	0	0	0
762	Vehicles	500	0	500	0	0	0	0	0
763	Comprehensive Property & Liability	0	0	0	0	0	0	0	0
770	MEMBERSHIP DUES	0	0	0	0	0	0	0	0
800	OTHER EXPENDITURES	98,208	0	208	0	0	0	0	98,000
801	INTEREST EXPENSE	0	0	0	0	0	0	0	0
802	IN-KIND EXPENSE	0	0	0	0	0	0	0	0
	TOTAL EXPENSES	497,899	0	334,299	0	0	0	65,600	98,000
900	ADMINISTRATIVE ALLOCATION	0	0	0	0	0	0	0	0
	Revenue Offset	(98,000)							(98,000)
	TOTAL PROGRAM EXPENSES	399,899	0	334,299	0	0	0	65,600	0
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	0	0	0	(0)	0
	Verification of Balancing s/b 0	(0)							

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK AREA PEER SUPPORT AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 23, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **239259**

Certificate Number: **0006575764**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of February A.D. 2024.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Area Peer Support Agency.
(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 February 22nd, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of Monadnock Area Peer Support Agency 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 was **valid thirty (30) days prior to and 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: 2/22/2024

Signature of Elected Officer

Name: Eliezer Rivera

Title: Vice Chair

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/15/2024

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

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

PRODUCER The Hilb Group New England, LLC PO Box 606 Keene NH 03431	CONTACT NAME: John W McGrath PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jwmcgrath@hilbgroup.com
INSURED Monadnock Area Peer Support Agency P.O. Box 258 Keene NH 03431	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Insurance Co — 18058 INSURER B: Wesco Insurance Company — 25011 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2421568973 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PHPK2545404	04/22/2023	04/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X]			PHPK2545403	04/22/2023	04/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PERS PROTECTOR CR	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WWC3696571	01/01/2024	01/01/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

State of NH Dept of Health & Human Services
129 Pleasant St.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard P. Weidman

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Monadnock
PEER SUPPORT

Mission Statement

The Monadnock Peer Support Agency is dedicated to providing a safe, supportive and empowering environment for individuals facing mental health challenges in our community. We strive to promote recovery through peer-to-peer support, education and advocacy. Our mission is to foster hope, reduce isolation and encourage self-determination on the journey towards resilience and improved quality of life.

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MONADNOCK PEER SUPPORT

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years Ended June 30, 2022 and 2021

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

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

Opinion

We have audited the accompanying financial statements of Monadnock Peer Support (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2022 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Peer Support as of June 30, 2022 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

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

Responsibilities of Management for the Financial Statements

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

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Auditors' Responsibilities for the Audit of the Financial Statements

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

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

Exercise professional judgement and maintain professional skepticism throughout the audit.

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

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

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

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

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

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Report on Summarized Comparative Information

We have previously audited Monadnock Peer Support's 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 9, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
December 7, 2022

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MONADNOCK PEER SUPPORT
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 WITH COMPARATIVE TOTALS, JUNE 30, 2021

ASSETS	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2022	2021
CURRENT ASSETS				
Cash and cash equivalents				
Operating	$ 264,096	$ -	$ 264,096	$ 205,135
BMHS & Respite refundable	1,108	-	1,108	1,108
Total cash and cash equivalents	265,204	-	265,204	206,243
Accounts receivable	44,388	-	44,388	94,056
Prepaid expenses	6,775	-	6,775	5,777
Funds held in escrow	149,472	-	149,472	-
Total Current Assets	465,839	-	465,839	306,076
PROPERTY AND EQUIPMENT, at cost				
Building	273,976	-	273,976	273,976
Improvements	428,302	-	428,302	100,501
Land	93,200	-	93,200	93,200
Equipment and vehicle	15,500	-	15,500	15,500
Total property & equipment	810,978	-	810,978	483,177
Less accumulated depreciation	26,751	-	26,751	5,373
	784,227	-	784,227	477,804
OTHER ASSETS				
Deposit for services	5,000	-	5,000	-
Security deposit - utilities	1,541	-	1,541	1,541
Total other assets	6,541	-	6,541	1,541
Total Assets	1,256,607	-	1,256,607	785,421
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	86,664	-	86,664	11,173
Accrued expenses	12,492	-	12,492	4,940
Long-term debt, current portion	33,585	-	33,585	18,203
Total Current Liabilities	132,741	-	132,741	34,316
LONG-TERM LIABILITIES				
Refundable advance, BMHS	1,108	-	1,108	1,108
Long-term debt, net of current portion	389,201	-	389,201	260,750
Total Long-Term Liabilities	390,309	-	390,309	261,858
OTHER LIABILITIES				
Payroll Protection Program Loan	-	-	-	47,270
NET ASSETS				
Without donor restriction	733,557	-	733,557	441,977
With donor restriction	-	-	-	-
Total Net Assets	733,557	-	733,557	441,977
Total Liabilities and Net Assets	$ 1,256,607	$ -	$ 1,256,607	$ 785,421

See Independent Auditors' Report and Notes to Financial Statements

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MONADNOCK PEER SUPPORT
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2022 WITH
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	2022	2021
REVENUE AND SUPPORT				
State grant income	$ 626,511	$ -	$ 626,511	$ 516,277
Public grants	24,575	-	24,575	-
Contributions	78,142	128,086	206,228	44,268
Interest income	67	-	67	80
Program & other income	1,266	-	1,266	2,002
Rental income	13,978	-	13,978	1,375
Total revenue and support	744,539	128,086	872,625	564,002
OTHER REVENUE				
Payroll Protection Program loan forgiveness	47,270	-	47,270	38,200
Non-cash donation	8,180	-	8,180	-
Gain on sale of fixed assets	-	-	-	80,245
	55,450	-	55,450	118,445
Net assets released from donor imposed restrictions	128,086	(128,086)	-	-
EXPENSES				
Program	598,250	-	598,250	329,211
Management & general	31,269	-	31,269	47,452
Fundraising	6,976	-	6,976	277
Total expenses	636,495	-	636,495	376,940
Increase in net assets	291,580	-	291,580	305,507
Net assets, beginning of year	441,977	-	441,977	136,470
Net assets, end of year	$ 733,557	$ -	$ 733,557	$ 441,977

See Independent Auditors' Report and Notes to Financial Statements

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MONADNOCK PEER SUPPORT
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022 WITH
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021

	Program Services	Management & General	Fundraising	Total 2022	Total 2021
Wages	$ 359,043	$ -	$ -	359,043	$ 218,655
Employee benefits	28,476	-	-	28,476	28,350
Payroll taxes	30,777	-	-	30,777	17,240
Supplies and office expense	44,987	4,999	-	49,985	18,824
Telephone	4,377	486	-	4,863	4,078
Utilities	19,410	2,157	-	21,567	13,574
Insurance	5,675	631	-	6,305	7,225
Repairs and maintenance	33,006	3,667	-	36,673	4,397
Interest expense	10,833	1,204	-	12,037	2,020
Food	3,100	344	-	3,444	1,062
Professional fees	-	16,964	-	16,964	12,032
Other expenses	5,863	548	-	6,411	3,238
Travel	3,638	-	-	3,638	42
Training	11,625	-	-	11,625	1,963
Depreciation	21,378	-	-	21,378	8,390
Equipment rental	1,944	216	-	2,160	2,606
Vehicle expense	13,640	-	-	13,640	2,572
Postage	480	53	-	533	413
Advertising	-	-	6,976	6,976	259
CARES program grants	-	-	-	-	30,000
	$ 598,250	$ 31,269	$ 6,976	$ 636,495	$ 376,940

See Independent Auditors' Report and Notes to Financial Statements

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MONADNOCK PEER SUPPORT
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	$ 291,580	$ 305,507
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	21,378	8,390
Non-cash donation	(8,180)	-
Gain on sale of fixed asset	-	(80,245)
Payroll Protection Program loan forgiveness	(47,270)	(38,200)
(Increase) decrease in operating assets		
Accounts receivable	49,668	(45,854)
Funds held in escrow	(149,472)	-
Prepaid expenses	(998)	883
Security deposit - utilities	(5,000)	(1,541)
Increase (decrease) in operating liabilities		
Accounts payable	75,491	9,773
Accrued expenses	7,552	442
Net Cash Provided By Operating Activities	234,749	159,155
CASH USED BY INVESTING ACTIVITIES,		
Cash paid for purchases of fixed assets	(169,621)	(87,176)
Cash paid for purchases of improvements in progress	-	(100,501)
Proceeds on sale of fixed assets	-	161,723
Net Cash (Used) By Investing Activities	(169,621)	(25,954)
CASH USED BY FINANCING ACTIVITIES,		
Repayments of long-term notes payable	(6,167)	(10,143)
Net Proceeds, Payroll Protection Plan Loan	-	47,270
Net Cash Provided (Used) by Financing Activities	(6,167)	37,127
Net Increase in Cash and Cash Equivalents	58,961	170,328
Cash and Cash Equivalents, Beginning of Year	206,243	35,915
Cash and Cash Equivalents, End of Year	$ 265,204	$ 206,243
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	$ 12,037	$ 2,020
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS		
Cost of fixed assets purchased	327,801	367,176
New debt assumed for assets purchased	(150,000)	(280,000)
Non-Cash donation	(8,180)	-
Cash payment for fixed asset acquisitions	$ 169,621 $	$ 87,176

See Independent Auditors' Report and Notes to Financial Statements

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MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

NOTE 1 – NATURE OF ORGANIZATION

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

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

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

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

Basis of Presentation

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

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

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

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NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash Equivalents

For purposes of the Statements of Cash Flows, the Organization considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2022 and 2021.

Support and Revenue

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

Property and Equipment

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

Description	Years
Building improvements	10-39
Equipment	5-7
Vehicle	5

Depreciation expense was $21,378 and $8,390 for the years ended June 30, 2022 and 2021, respectively.

Function and Cost Allocation of Expenses

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

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NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising

The Organization expenses advertising costs as incurred. MPS had advertising costs of $6,976 and $259 as of June 30, 2022 and 2021, respectively.

Use of Estimates

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

Income Taxes

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

In-Kind Contributions

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

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NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Materials and Services

It is the intent of MPS to record the value of donated goods and services when there is an objective basis available to measure their value. For the year ended June 30, 2021, MPS received donated goods connected with its move to a new building. The value of these donated goods individually did not exceed $500 to meet the organizations capitalization threshold. The organization received $8,180 in non-cash donations for the year ended June 30, 2022.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, funds held in escrow, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2022 and 2021, which approximates fair value due to the relatively short maturity of these instruments.

New Accounting Pronouncement

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under the new guidance, a lessee will be required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the statement of financial position—the new ASU will require both types of leases to be recognized on the statement of financial position. This standard is effective for annual reporting periods beginning after December 15, 2021.

NOTE 3 – REVIEW BY OUTSIDE AGENCIES

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

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NOTE 4 – COMPENSATED ABSENCES

Employees of the Organization are entitled to paid time off depending on job classification, length of services and other factors. The Organization had no accrued time earned, but unpaid as of June 30, 2022 and 2021, respectively.

NOTE 5 – CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At June 30, 2022 and 2021 the Organization had no uninsured cash balances.

The Organization earned a substantial portion of its revenue from the State of New Hampshire. The State of New Hampshire contract accounted for approximately 68% and 75% of total revenue in the years ended June 30, 2022 and 2021, respectively.

NOTE 6 – RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses MPS for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of $0 for the years ended June 30, 2022 and 2021.

NOTE 7 – REFUNDABLE BMHS ADVANCE

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, MPS was required to segregate amounts advanced but not expended at year-end as a refundable advance. Funds set aside in accordance with this requirement amounted to $1,108 for the years ended June 30, 2022 and 2021, respectively.

NOTE 8 – BOARD DESIGNATED NET ASSETS

The Organization has no board designated net assets as of June 30, 2022.

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NOTE 9 – NET ASSETS WITH DONOR RESTRICTIONS

There were no net assets with donor restrictions as of June 30, 2022.

NOTE 10 – FAIR VALUE MEASUREMENTS

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

	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
2022			
Accounts Receivable	$ 44,388	$ -	$ 44,388
2021			
Accounts Receivable	$ 94,056	$ -	$ 94,056

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

NOTE 11 – LONG-TERM DEBT

Long-term debt consisted of the following as of June 30:	2022	2021
Mortgage payable to a bank in monthly installments of $1,517 including principal and interest beginning April, 2021. The interest is 4.25%.The note is secured by a mortgage on real estate and matures April, 2046.	$ 272,786	$ 278,953

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NOTE 11 – LONG-TERM DEBT (CONTINUED)

Long-term debt consisted of the following as of June 30:	2022	2021
Second mortgage payable to a bank in monthly installments of $2,830 including principal and interest beginning July, 2022. The interest is 4.99%. The note is secured by a mortgage on real estate and matures June, 2027.	$ 150,000	$ 0
Total	422,786	278,953
Less current portion	33,585	18,203
	$ 389,201	$ 260,750

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

2023	$ 33,585
2024	35,544
2025	37,304
2026	39,152
2027	41,084
Thereafter	236,117
Total	$ 422,786

NOTE 12 – LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

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

	2022	2021
Cash and cash equivalents	$ 265,204	$ 206,243
Accounts receivable	44,388	94,056
	309,592	300,299
Less amounts:		
Refundable BMHS funds required to be maintained under State agreement	1,108	1,108
	$ 308,484	$ 299,191

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NOTE 13 – PAYROLL PROTECTION PROGRAM LOAN

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

NOTE 14. RISKS AND UNCERTAINTIES: COVID-19

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

NOTE 15 – FUNDS HELD IN ESCROW

During the year ended June 30, 2022, the Organization obtained a second mortgage on its property at 32 Washington Street in Keene, NH. As outlined in the promissory note the loan proceeds were to be held in escrow until all of the Lender's conditions were satisfied. Amounts held in escrow are held at fair market value. As of June 30, 2022, the amount of funds held in were $149,472.

NOTE 16 – RENTAL INCOME

The Organization leases out portions of its building to other agencies.

The Organization leased parking space beginning in January of 2020 for a period of ten years to the Monadnock Affordable Housing Corporation. Payments were to be made in quarterly installments of $145. In anticipation of the Organization requiring the use of available parking spaces the Board of Directors approved the termination of the lease agreement. Total parking income related to this lease was $580 for the year ended June 30, 2022.

The Organization entered into a lease agreement with NH Mutual Aid Relief Fund beginning in January 1, 2022 and terminating on July 1, 2022. The lease called for monthly payments of $100. Total rental income associated with this lease was $100 for the year ended June 30, 2022.

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NOTE 16 – RENTAL INCOME (CONTINUED)

The Organization entered into a lease beginning in May of 2021 and expiring in May of 2025 with Monadnock Community Service Center. The lease agreement called for monthly payments in the amount of $687 for the first year and a 3% increase each subsequent year. Total rental income associated with this lease was $7,336 and $1,375 for the years ended June 30, 2022 and 2021 respectively.

The Organization entered into a lease beginning in May of 2022 and expiring in May of 2027 with Monadnock Family Services. The lease is subject to an automatic renewal for and additional five years. The lease calls for monthly payments of $3,762 plus an additional $2,000 for utilities and cleaning. Rent is to be adjusted annually based on the U.S. Department of Housing and Urban Development guidelines and Transitional Housing Assistances Shelter program agreement with the Keene Housing Association. Total rental income related to this lease was $5,962 for the year ended June 30, 2022.

Future required minimum rental income as of June 30 is:

2023:	77,682
2024:	77,938
2025:	76,655
2026:	69,544
2027:	69,544
Thereafter	345,720
	$717,083

NOTE 17 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 7, 2022, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE 18 – RECLASSIFICATION OF PRIOR YEAR PRESENTATION

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported increase in net assets. An adjustment has been made to the Statement of Activities for fiscal year ended June 30, 2021, to reclassify rental income.

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MONADNOCK PEER SUPPORT
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	State Approved BMHS Funds	State Approved SUSD Funds	State Approved SUSD Start-Up Funds	State Approved Total	Non-BMHS Funds	Total
REVENUE AND SUPPORT						
Grant income, current year	$ 275,105	$ 351,406	$ -	$ 626,511	$ -	626,511
Public grants	-	-	-	-	24,575	24,575
Contributions	-	-	-	-	206,228	206,228
Interest income	28	-	-	28	39	67
Program & other income	-	-	-	-	1,266	1,266
Rental income	-	-	-	-	13,978	13,978
Payroll Protection Program loan forgiveness	-	-	-	-	47,270	47,270
Non-Cash donation	8,180	-	-	8,180	-	8,180
Total support and revenue	283,313	351,406	-	634,719	293,356	928,075
EXPENSES						
Wages	174,639	158,766	-	333,405	25,638	359,043
Employee benefits	14,999	13,477	-	28,476	-	28,476
Payroll taxes	13,147	16,254	-	29,401	1,376	30,777
Supplies and office expense	22,209	15,876	-	38,085	11,900	49,985
Telephone	3,735	415	-	4,150	713	4,863
Utilities	19,811	1,756	-	21,567	-	21,567
Insurance	6,305	-	-	6,305	-	6,305
Repairs and maintenance	10,579	15,907	-	26,486	10,187	36,673
Interest expense	969	11,068	-	12,037	-	12,037
Food	2,067	299	-	2,366	1,078	3,444
Professional fees	2,898	14,066	-	16,964	-	16,964
Other expenses	3,925	1,938	-	5,863	548	6,411
Travel	1,064	2,574	-	3,638	-	3,638
Training	9,089	561	-	9,650	1,975	11,625
Depreciation	21,378	-	-	21,378	-	21,378
Equipment rental	2,160	-	-	2,160	-	2,160
Vehicle expense	9,651	3,835	-	13,486	154	13,640
Postage	533	-	-	533	-	533
Advertising	2,681	487	-	3,168	3,808	6,976
Total expenses	321,839	257,279	-	579,118	57,377	636,495
Increase (Decrease) in Net Assets	(38,526)	94,127	-	55,601	235,979	291,580
BMHS funds allowed for:						
Debt reduction	(6,167)	-	-	(6,167)	6,167	-
Capital purchases	-	(28,937)	-	(28,937)	28,937	-
	(6,167)	(28,937)	-	(35,104)	35,104	-
Net Increase (Decrease) in Net Assets	(44,693)	65,190	-	20,497	271,083	291,580
Net assets (deficit), beginning of year	5,837	(6,308)	(265)	(736)	442,713	441,977
Net assets (deficit), end of year	$ (38,856)	$ 58,882	$ (265)	$ 19,761	$ 713,796	$ 733,557

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2024 Board of Directors

Monadnock Peer Support Agency

Name	Position	Term Ends	Committee(s)
Tara Abbott	Chair	2024	Executive, Governance
Eli Rivera	Vice Chair	2025	Executive, Governance
Kevin Tighe	Secretary	2025	Executive, Finance
Vacant	*Treasurer*		
Devan Blake		2025	Executive, Governance
Diane Croteau		2024	Fundraising
Chris Minkler		2024	Safety
Don Farquhar		2025	Safety
Jennifer Friedman		2025	Fundraising
Mandy White		2024	Finance
Eleni Peterson		2027	Fundraising
Gretchen Wittenborg		2027	TBD
Shelley Woodson		2027	TBD

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David A. Ports

EXPERIENCE

Loveall Price Associates, Bedford, NH (2022-present)
Provide professional interim executive services to nonprofit organizations and consulting/facilitation in the areas of strategic planning, financial development, governance, and operations. Clients include The Common Man Family of Restaurants, ARCH Housing Coalition, Monadnock Understands Childhood Hunger, and Monadnock Area Peer Support Agency.

The Granite YMCA, Manchester, NH (2019 – 2022)
President/Chief Executive Officer
Provided strategic leadership for $20M association with 6 branches and 2 overnight camps in a service area of 500,000 people in southern and seacoast NH. Along with a dedicated staff team and policy volunteers:

- Successfully responded to COVID-19 pandemic through collaborative leadership, developing crisis-based services while preparing for eventual re-opening.
- Led a merger in 2021 with the Concord Family YMCA, adding them as the 6th branch of our association.
- Met FY20 and FY21 budgeted goal of $1M operating surplus during COVID-19
- Launched a capital development strategy to expand, renovate, or replace 6 branches based on ROI and partnership opportunities.
- Secured over $7M in federal emergency funding during COVID -19
- Completed strategic planning process and launched new plan in 2020 focusing on health equity, youth resilience, and operational excellence.
- Launched new fundraising model, transitioning from event based to peer-to peer model resulting in an increase from $450K - $786K in two years during the pandemic.
- Introduced collaborative leadership to the association, providing for leaders across the association to provide critical strategic input to the association.

YMCA of the USA, Chicago, IL (2011-2019)
Resource Director
Provide strategic support for YMCAs in California and in the northeast. Partner with CEO's and boards to provide leadership consulting to increase the capacity of YMCAs to achieve their desired impact by helping Ys identify and address their strategic priorities. Areas of expertise included strategic planning, governance, fiscal management, capital development, financial development, collaborations, CEO Search, and operations.

- Served 52 YMCAs through two portfolios that included Ys in California, Vermont, New York, and Camps and Conference Centers.
- Completed over 200 strategic projects with 47 Ys.
- Facilitated over 50 effective strategic planning processes with local Ys and the California State Alliance.
- Successfully provided leadership and support to the California State Alliance to transition from an informal organization to a fully incorporated alliance with its first Executive Director.

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- Developed four YMCA kindred groups that led to shared services and coordinated initiatives that deepened Ys impact on their communities.
- Established first ever state-wide YMCA Leaders Conference, now with 400 attendees, and provided leadership as a planning committee member.
- Piloted collaborative state alliance and YUSA work teams to assist vulnerable and at- risk Ys

- Revised YUSA Membership Standards resulting in fewer and more appropriate restrictions for Overnight camps.
- Served on four YUSA Task Forces – Association Resources Training and Leadership Development,
- Capital Development, Strategic Plan Implementation, and Salesforce Development.
- Served as the primary YUSA liaison to the California State Alliance, Independent Camp Alliance, and the YUSA Camping Cabinet.

Greater Missoula Family YMCA, Missoula, MT (2006-2011)
Chief Executive Officer
Provided leadership for $3.6 million association with 7,600 members and 15,560 program participants. Along with a dedicated team of staff and volunteers, accomplished the following:

- Collaborated with community agencies and organizations resulting in active partnerships with local hospitals, school districts, and municipal agencies resulting in programs and services that addressed community needs.
- Increased annual operating budget from $2.2 million to $3.6 million; membership participation from 5,600 to 7,600; increased youth program participation from 9,500 to 15,560.
- Increased board of directors from 16 to 27 engaged volunteers and introduced effective volunteer standing committee structure to support strategic priorities and improve board engagement
- Improved compensation for staff and increased full-time staff from 14 to 19.
- Increased annual Partners with Youth campaign from $46,000 to $261,000.
- Established endowment program with 20 members and over $260,000 in pledges and gifts.
- Led $175,000 capital fundraising effort to complete Safe Kids lobby renovation.
- Serve as a Partner YMCA in the disciplines of Financial Development and Fiscal Management, serving other Ys in the movement.
- Successfully implemented real-time strategic planning to guide our YMCA.
- Managed the Butte Family YMCA as part of a 12-month Management Services Agreement.
- Recognized nationally as a cause-driven YMCA.
- Recognized as a Global Center of excellence by YUSA.
- Partnered with the YMCA of Sierra Leone to build vocational school in Makeni, Sierra Leone and to engage Missoula community in global partnership.

Children's Oncology Camp Foundation, Missoula, MT (2004-2006)
Director of Development
Developed and directed financial development efforts for Camp Make-A-Dream, a resident camp serving children, young adults, and families affected by cancer. Major accomplishments included creating first-ever operating budget, serving as interim director, developing major donor program, and tripling major giving.

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The Nature Conservancy, Troy NY (2001-2004)
Associate Director/ Director of Philanthropy
Directed and managed financial development efforts for $2.9 million eastern New York chapter. Major accomplishments included developing $2.5 million capital campaign to build and endow the Sam's Point Conservation Center; securing $726,000 in contributed operating income in FY2003; and developing comprehensive strategic fundraising plan as part of a team to meet the chapter's conservation, operating, and capital needs.

Auburn Valley Branch, YMCA of Greater Seattle, Auburn, WA (1998-2001)
Executive Director
1998 –2001
Provided leadership for $1.4 million branch with over 4,000 members.

- Increased Partners with Youth contributions by more than $60,000 in three years.
- Directed capital planning process for campaign to construct $6.5 million facility, including successful procurement of $3 million capital award from the YMCA of Greater Seattle and a $1.8 million contribution from the city of Auburn.
- Increased additional major gifts by over $110,000 annually.
- Increased annual budget from $1.1 million to $1.4 million.
- Increased board of managers from 4 to 22 proactive volunteers through proven development process.
- Increased membership from 2,100 to 4,000 members.

Woodson YMCA, Wausau, WI (1993-1998)
Associate Executive Director
Managed all program operations for $2.2 million association with over 8,000 members.

- Coordinated annual Invest in Youth campaign as part of leadership team raising $62,000.
- Managed eight full-time program directors to successfully balance department budgets.
- Created and led new staff orientation for over 150 part-time and volunteer staff.
- Overall responsibility for annual membership drive, premier triathlon, community Corporate Challenge, Spring Thaw trail run, Rock Fry climbing competition, and father/daughter dance.

Camp Director
Managed and led all camp and teen programs including summer day and resident camp, adventure camp, Youth in Government, Earth Corps, indoor climbing wall, and vacation camps.

- Increased camp enrollment from 500 to over 1,000 campers.
- Developed successful adventure program for teen summer resident camp.
- Installed indoor climbing wall and developed successful year-round program.
- Tripled school vacation camp enrollments from 30 to 90 participants per session.
- Developed first Resident Camp program in partnership with Camp Nicolet.

Manchester Family YMCA, Manchester, NH (1991-1993)
Front Desk Supervisor/ Outing Club Co-Director
Managed all aspects of business desk and supervised front desk staff. Coordinated and led year-round backcountry trips including rock climbing, backpacking, mountaineering, and skiing trips for YMCA members.

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David A. Ports

LEADERSHIP

- Active State Alliance Member;
- YUSA Government Relations Advisory Committee;
- North American YMCA Development Organization Presenter;
- Capital Development Champion and Trainer;
- New CEO Institute Presenter;
- Multi-Cultural Executive Development Institute Mentor;
- YMCA International Strategic Consultant
- YUSA Camping Cabinet;
- Magazine Contributor – Perspectives, Discovery, Developments.

EDUCATION

B.A - University of New Hampshire, Durham, New Hampshire
YMCA Organizational Leader Certification
YMCA Executive Development Program

INTERESTS AND ORGANIZATIONS

Appalachian Mountain Club, mountaineering, cycling, hiking, skiing, trail-running, mountain-biking, yoga.

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Karen Richi

EDUCATION

Bachelor of Arts in History (Specialization in American History) May 2017
Minor in Writing
Keene State College, Keene, NH

RELEVANT EXPERIENCE:

Monadnock Area Peer Support Agency, Keene, NH
Director of Operations February 2021-Present

- Direct all aspects of operations for a regional health nonprofit including human resources, budgeting/cost control, quality improvement, risk management, policy development and review, community and government relations, and data management/integrity
- Educates colleagues about the process of recovery and the use of recovery support services
- Assertively engages providers from mental health services, addiction services, and physical medicine to meet the needs of peers

Assistant Program Director July 2019-February 2021

- Assist Program Director in any tasks of greater or lesser responsibility
- Support management in developing and implementing policies and procedures
- Designed programs and educational clubs for large and small groups of students

Program Assistant II, *Brattleboro Retreat, Brattleboro, VT* November 2017-Present

- Organize and maintain patient charts and paperwork
- Facilitate communication between parents and their children as well as doctors and social workers
- Order, stock, and organize supplies to facilitate program development

Presentation Team Member, *Target, Keene, NH* May 2017-November 2017

- Set sections of the store for seasonal change, product placement, and new product both independently and as a team
- Aid guests by answering questions and pulling items while providing fast and friendly service
- Be cross-trained in cashiering and soft lines work centers

Tour Guide, *Historical Society of Cheshire County, Keene, NH* June-August 2016

- Educated the public on early colonial tavern culture, and adjusted presentations based on the interests, size, and age of groups
- Transcribed and analyzed an 1800's account book into Microsoft Excel and Word
- Assisted in the measuring, photographing, and archiving of various objects into the collection of the Historical Society of Cheshire County
- Oversaw the monetary exchanges of the shop inside the museum as well as during other events

RELEVENT SKILLS:

- Proficient in assistive technology applications as well as Microsoft Word, Excel, and Power Point
- Strong writing, spelling, and editing skills
- Great attention to detail and organization
- Ability to multitask and operate in stressful conditions
- Excellent customer service skills

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TALIA (SHAY) CARROLL

Organized and dependable, with a demonstrated record of success with managing multiple priorities with a positive attitude. Enjoys and excels at building strong patient and community relationships. Willing to take on additional responsibilities for positive community outcome.

EXPERIENCE

MEDICAL ASSISTANT/COMMUNITY CARE NAVIGATOR
BETTER LIFE PARTNERS- HANOVER, NH
JAN 2022-CURRENT

- Assists with and Presents Federal and State research of the homeless population, focusing on:
  - Physical and mental health
  - Substance abuse
  - Habits/patterns/practices

- Administers a variety of health care tasks including but not limited to:
  - Health screening
  - Lab testing
  - Vaccinations
  - Narcan administration
  - Rapid response
  - Medication monitoring
  - Referrals
  - Facilitates patient/provider communication
  - State and federal reporting

- Works to build rapport with community resources (Outreach Assistance, Community Housing, Residential Placement, Rehabilitation Facilities, Healthcare Providers, Harm Reduction Services)
- Works to build rapport with community members/patients
- Development and Implementation of Standard Operating Procedures, Mobile Health best practices and Data Collection Processes

PATIENT SERVICES REPRESENTATIVE
QUEST DIAGNOSTICS- KEENE, NH
OCT 2018-DEC 2021

- Assisted patients with filling out check-in and payment paperwork.
- Took copayments and compiled daily financial records.
- Reviewed and corrected claim errors to facilitate smooth processing.
- generated monthly statements to check outstanding balances.
- Compiled and reviewed medical charts.
- Explained plans for treatment and payment options.
- Kept current with literature and field advancements to advocate to for patients.
- Followed document protocols to safeguard confidentiality of patient records.
- Applied administrative knowledge and courtesy to explain procedures and services to patients.

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- Organized patient records and database to facilitate information storage and retrieval.
- Facilitated communication between patients and various departments and staff.

PHELEBOTOMY TECHNICIAN
CHESHIRE MEDICAL CENTER- KEENE, NH
AUG 2006-DEC 2017

- Collected blood samples using vacutainer tubes, tourniquets, syringes, butterfly needles, and straight needles.
- Centrifuged blood samples as outlined in clinical protocols.
- Labeled transfer tubes and followed exact directions for handling and storing specimens for transport.
- Maintained exam rooms by ordering supplies, transporting specimens, washing and packing instruments and changing solutions.
- Obtained blood specimens by performing venipunctures and finger sticks daily.
- Collected fluid or tissue samples by using appropriate collection procedures.
- Resolved unusual test orders by contacting physicians, nursing stations or reference laboratories.
- Performed bedside tests like bleeding time tests and entered results into patient charts
- Tracked collected specimens by initialing, dating and noting times of collection.

SKILLS

- Database Search and Data Entry Skills
- Communicating to Patients/Families
- Verbal and Written Communication
- Patient Confidentiality and Data Security
- Registration and Scheduling
- Protocol and Procedure Development/Implementation
- Administration
- Evaluating Quality of Care
- Microsoft Office
- Organized and Detail-Oriented
- Relationship Building
- Punctual and Hardworking
- Attention to Detail
- Word Processing
- Medical Services Administration

EDUCATION

National Certification- National Phlebotomy Certification, Aug 2005
American Red Cross - Keene, NH

High School Diploma: Jun 2000
Turner Ashby High School - Bridgewater, VA

References available upon request

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Stacy Wilbur

SUMMARY

Safety-oriented professional knowledgeable about guest relations, equipment safety and event planning. Handles fast-paced work calmly and goes above and beyond to promote guest satisfaction. Quick to resolve conflicts and other problems. Highly-motivated employee with desire to take on new challenges. Strong worth ethic, adaptability and exceptional interpersonal skills. Adept at working effectively unsupervised and quickly mastering new skills. Hardworking employee with customer service, multitasking and time management abilities. Devoted to giving every customer a positive and memorable experience. Committed job seeker with a history of meeting company needs with consistent and organized practices. Skilled in working under pressure and adapting to new situations and challenges to best enhance the organizational brand. Organized and motivated employee eager to apply time management and organizational skills in various environments. Seeking management or director level opportunities to expand skills while facilitating company growth.

SKILLS

-
- People Skills
- Flexible Schedule
- Conflict Resolution
- First Aid/CPR
- Planning & Organizing
- Reliable & Trustworthy
- Good Work Ethic
- Relationship Building
- Team Management
- Training & Development
- Team Building
- Active Listening
- Supervision & Leadership
- Critical Thinking
- Data Management
- Problem Resolution
- Organizational Skills
- Friendly, Positive Attitude
- Customer Service

EXPERIENCE

Health and Wellness Director, Keene Family Ymca, June 2022-July 2022
Keene, NH
Responsible for hiring and firing all fitness staff
ordering supplies and equipment
maintenance on all Fitness equipment
responsible for the staff training
create fitness programs
Group exercise class evaluations
Payroll

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Scheduling
organizing monthly staff meetings
work closely with community health department CMC
responsible for quarterly reports to the board
teach group exercise classes
Personal training
Annual review

- Communicated clearly with coworkers using radio, phone and text to stay on top of operations needs.
- Interviewed and hired associates to fill staff vacancies.
- Scheduled and coordinated events and activities.
- Wrote and presented strategies for recreational facility programming using customer or employee data.
- Calculated and recorded department expenses and revenue.
- Operated and explained proper use of mechanical equipment to employees.
- Planned programs of events or schedules of activities.
- Resolved customer complaints regarding worker performance or services rendered.
- Trained workers in company procedures or policies.
- Oversaw workforce schedules and allocated resources in order to achieve project goals.
- Delegated work to staff, setting priorities and goals.
- Assigned tasks and work hours to staff.
- Communicated with customers to convey information about events or activities.

EDUCATION AND TRAINING

GED
Portsmouth High School, Portsmouth NH January 1992

CERTIFICATIONS

- Certified Personal Trainer
- CPR AED
- Wellness Coach
- IPS
- HVN
-

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SAMANTHA SPIELBERG

PRODUCER

New Hampshire

EDUCATION

CRITICAL FILM STUDIES
Writing minor
Keene State College
2012 - 2016

SKILLS

TECHNICAL

FileMaker Pro

Google Docs

Google Sheets

Mac OS

Microsoft Excel

Microsoft Word

Slack

CORE

Communication & Writing

Conflict Resolution

Flexibility

Interpersonal skills

Multitasking

Organization

Problem solving

Research

Strategic planning

PROFESSIONAL PROFILE

I have enjoyed the privilege and pleasure of working alongside talented and passionate filmmakers. For five years, I have learned within an environment that is characterized by the highest level of professionalism. Moving forward, I have a personal goal to conquer new challenges and form meaningful connections. Professionally, I intend to nourish my sense of commitment to advocacy and service of others.

EXPERIENCE

ASSISTANT PRODUCER
Ewers Brothers Productions / New Hampshire / February 2017 - Present

Completed post-production of *Walden* and *The Mayo Clinic* (EP Ken Burns) in the years 2017-2018.

- Update and maintain media database (documents, stills, footage)
- Communicate on behalf of Ewers Brothers Productions
- Manage team schedules; facilitate meetings
  - Take notes during meetings; provide summaries to team
- Manage deliverables
  - Production logs
  - Raw materials

ASSISTANT PRODUCER
Florentine Films / New Hampshire / June 2019 - June 2022

Completed *Ken Burns Presents Hiding In Plain Sight: Youth Mental Illness* in the years 2019-2022.

- Update and maintain media database (documents, stills, footage)
- Communicate on behalf of Ewers Brothers Productions
- Track expenses and reconcile project budget
- Manage team schedules; facilitate meetings
  - Take notes during meetings; provide summaries to team
- Coordinate production shoots
  - Schedules, call sheets / itineraries
  - Travel and food arrangements
- Manage deliverables
  - Legal paperwork
  - Invoices
  - Production logs
  - Raw materials

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KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name: **Monadnock Area Peer Support Agency FY25**

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
David Ports	Interim Executive Director	100.00%	$35,000.00
Executive Director (Vacant)	Executive Director	100.00%	$75,000.00
Karen Richi	Director of Mission Impact	100.00%	$56,650.00
Talia "Shay" Carroll	SUSD Director	100.00%	$70,493.00
Stacy Wilber	Program Director	100.00%	$64,095.00
Samantha Spielberg	Administrative Director	100.00%	$58,195.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $7,586,542 to operate Peer Support Agencies for the provision of peer support to individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services, with the option to renew for up to four (4) additional years, effective July, 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 39% Federal Funds. 61% General Funds.

Contractor Name	Vendor Code	Area Served & Office Locations	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Region VIII Portsmouth	$706,686
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Region VI Nashua	$1,125,368
Infinity Peer Support Cooperative (Rochester)	157797-B001	Region IX Rochester	$560,608
Lakes Region Consumer Advisory Board (Laconia, NH)	157060-B001	Regions III & IV Laconia & Concord	$980,936
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Region V Keene	$799,798
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Regions VII & X Manchester & Derry	$1,193,564
The Alternative Life Center (Conway, NH)	168081-B001	Region I Conway, Colebrook, Littleton, & Berlin	$1,245,310
The Stepping Stone Drop-In Center Association (Claremont, NH)	157697-B001	Region II Claremont & Lebanon	$974,272
		Total:	**$7,586,542**

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to operate Peer Support Agencies (PSA) for the provision of peer support for individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

Approximately 2,500 individuals will be served during State Fiscal Years 2023 and 2024.

New Hampshire's 10-year mental health plan emphasizes the importance of increasing access to and utilization of peer services. PSAs are physically located in each of the ten (10) Mental Health Regions wherein trained peers provide Intentional Peer Support (IPS) that helps individuals become more empowered and less dependent on the clinical mental health system. Contractors will provide peer support services that foster recovery from mental illness and promote self-advocacy. By providing peer support, peer education, and peer programming, the Contractors will assist individuals to develop skills to manage and cope with symptoms of illness, and to identify and use natural supports. Warmline services will be available statewide through telephonic peer support to assist individuals with addressing a current crisis related to their mental health during hours when a PSA is closed for services. Peer Respite, a 24-hour short-term, seven (7) day, non-clinical program designed as an alternative to hospitalization will also be offered in Mental Health Regions V and VI.

The Department will monitor services by reviewing monthly, quarterly, and annual reports provided by the Contractor.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, individuals in need of peer support services that facilitate wellness and recovery from mental illness will not receive peer support services; leaving them at risk of needing mental health services from the Community Mental Health Centers and/or from local hospitals, which are more costly alternatives to peer support services.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM083816

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 1-4 and 7-10

	Maximum Points Available	(R1) Alternative Life Center	(R1) TrueCare24	(R2) The Stepping Stone Drop-In Center Association	(R3) Lakes Region Consumer Advisory Board	(R4) Lakes Region Consumer Advisory Board	(R7) On the Road to Wellness	(R8) Connections Peer Support Center	(R9) Infinity Peer Support	(R10) On the Road to Wellness
Technical										
Ability Q1	40	33	15	38	20	20	40	40	25	40
Staffing Q2	25	20	7	20	7	7	24	24	12	24
Collaboration Q3	30	26	5	27	15	15	26	30	15	26
TOTAL POINTS	95	79	27	85	42	42	90	94	52	90

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title :Peer Support Agencies Regions 5 and 6

	Maximum Points Available	(R5) Monadnock Area Peer Support Agency	(R8) H.E.A.R.T.S PSA
Technical			
Ability Q1	40	40	32
Staffing Q2	25	24	16
Collaboration Q3	30	30	29
Ability for Peer Respite Q4	40	40	20
Experience with Peer Respite Q5	25	23	20
TOTAL POINTS	160	157	117

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92204118					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
2024	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
Subtotal			**$ 414,476.00**	$ -	**$ 414,476.00**
The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
2024	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
Subtotal			**$ 268,816.00**	$ -	**$ 268,816.00**
Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
2024	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
Subtotal			**$ 326,484.00**	$ -	**$ 326,484.00**
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
2024	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
Subtotal			**$ 266,196.00**	$ -	**$ 266,196.00**
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
2024	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
Subtotal			**$ 419,106.00**	$ -	**$ 419,106.00**
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
2024	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
Subtotal			**$ 397,254.00**	$ -	**$ 397,254.00**
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
2024	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
Subtotal			**$ 235,208.00**	$ -	**$ 235,208.00**
Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00
2024	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00

Subtotal			$ 131,196.00	$ -	$ 131,196.00

SUB TOTAL			$ 2,458,736.00	$ -	$ 2,458,736.00

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
2024	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
Subtotal			$ 475,032.00	$ -	$ 475,032.00

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
2024	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
Subtotal			$ 427,092.00	$ -	$ 427,092.00

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
2024	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
Subtotal			$ 374,184.00	$ -	$ 374,184.00

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
2024	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
Subtotal			$ 305,088.00	$ -	$ 305,088.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
2024	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
Subtotal			$ 384,728.00	$ -	$ 384,728.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
2024	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
Subtotal			$ 455,292.00	$ -	$ 455,292.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
Subtotal			$ 269,568.00	$ -	$ 269,568.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
Subtotal			$ 269,238.00	$ -	$ 269,238.00

SUB TOTAL			$ 2,960,222.00	$ -	$ 2,960,222.00

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

Activity Code: 92204117

The Alternative Life Center

Vendor # 068801

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
2024	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
Subtotal			$ 355,802.00	$ -	$ 355,802.00

The Stepping Stone Drop-In Center Association

Vendor # 157967

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
2024	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
Subtotal			$ 278,364.00	$ -	$ 278,364.00

Lakes Region Consumer Advisory Board

Vendor # 157060

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
2024	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
Subtotal			$ 280,268.00	$ -	$ 280,268.00

Monadnock Area Peer Support Agency

Vendor # 157973

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
2024	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
Subtotal			$ 228,514.00	$ -	$ 228,514.00

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

Vendor # 209287

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
2024	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
Subtotal			$ 321,534.00	$ -	$ 321,534.00

On the Road to Recovery, Inc.

Vendor # 158839

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
2024	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
Subtotal			$ 341,018.00	$ -	$ 341,018.00

Connections Peer Support Center

Vendor # 157070

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
2024	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
Subtotal			$ 201,910.00	$ -	$ 201,910.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
2024	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
Subtotal			$ 160,174.00	$ -	$ 160,174.00
SUB TOTAL			$ 2,167,584.00	$ -	$ 2,167,584.00
TOTAL			$ 7,586,542.00	$ -	$ 7,586,542.00

Summary by Vendor	Total Amount
The Alternative Life Center	$ 1,245,310.00
The Stepping Stone Drop-In Center Association	$ 974,272.00
Lakes Region Consumer Advisory Board	$ 980,936.00
Monadnock Area Peer Support Agency	$ 799,798.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	$ 1,125,368.00
On the Road to Recovery, Inc.	$ 1,193,564.00
Connections Peer Support Center	$ 706,686.00
Tri-City Consumers' Action Co-operative	$ 560,808.00
Total	$ 7,586,542.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-05)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Area Peer Support Agency		1.4 Contractor Address 32 Washington Street #REAR Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-5093	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation $799,798
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Christine Allen Date: 6/9/2022		1.12 Name and Title of Contractor Signatory Christine Allen Executive Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/9/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 6/10/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS CA
Date 6/9/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS

Date 6/9/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials CA

Date 6/9/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 6/9/2022

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 5.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Physical exercise.

1.8.1.2.5. Mindfulness activities including, but not limited to:

1.8.1.2.5.1. Yoga.

1.8.1.2.5.2. Meditation.

1.8.1.2.5.3. Journaling.

1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;

1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and

1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.3.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership

application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. The minimum engagement policy.

1.8.16.2. Suspension of membership policy.

1.8.16.3. Membership rules.

1.8.16.4. Attestation that the consumer supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.3. Annual wellness training is available to staff.

1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.

1.8.33.5. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.9. Peer Respite:

1.9.1. The Contractor shall agree to operate a peer operated Peer Respite that provides early intervention for individuals 18 years of age and older who have a mental illness and who are experiencing a crisis in the community. The Contractor shall:

1.9.1.1. Operate the respite program at a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval.

1.9.1.2. Provide services to any individual from any of the Regions in New Hampshire regardless of where they live, attend school or work.

1.9.1.3. Provide a short-term, seven (7)-day stay, peer respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.

1.9.1.4. Provide interventions using a model of IPS or another SAMHSA-recognized mental health peer support model that focuses on individual's strengths and assists in personal recovery and wellness.

1.9.1.5. Provide a place for the individual to stay temporarily in order to facilitate recovery, which must be staffed with a certified Peer Support Specialist 24 hours per day when participants are in the program.

1.9.1.6. Provide referrals to the local community mental health center for individuals who require a higher level of care or evaluation for hospitalization.

1.9.1.7. Provide transportation to and from the peer respite program to other community-based appointments as agency schedule and staffing allows.

1.9.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.

1.9.1.9. Provide individualized supports with a focus on wellness and recovery planning, if applicable.

1.9.1.10. Support the individual in returning to participation in community activities, services and supports.

1.9.1.11. Ensure the individual's health needs are addressed if the individual becomes ill or injured during the course of the individual's stay in the peer respite program.

1.9.1.12. Ensure communication with other service providers involved in the individual's care, with the individual's written consent.

1.10. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.11. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.12. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.12.1. Personnel records.

1.12.2. Financial records.

1.12.3. Program data files.

1.13. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.14. Reporting

1.14.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.14.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.14.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.14.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.14.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.14.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.14.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.14.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.14.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.14.1.7. Quarterly revenue and expenses by cost, category and locations.

1.14.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.14.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.14.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.14.3.1. Community outreach activities as outlined in the Statement of Work.

1.14.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.14.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.14.3.4. Statistical data including, but not limited to:

1.14.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.14.3.4.2. Program utilization data.

1.14.3.4.3. Number of telephone peer support outreach contacts.

1.14.3.4.4. Number and description of outreach activities.

1.14.3.4.5. Number and description of educational events provided on-site and in the community.

1.14.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.14.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.14.3.6.1. Executive Director's report.

1.14.3.6.2. Board of Directors roster.

1.14.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.14.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.14.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.14.4.3. The contract shall provide the following reports as determined by the department:

1.14.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.14.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.14.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.14.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.15. Performance Measures

1.15.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.15.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.15.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.15.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
   1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
   3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
   3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. 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.

8. Audits

   8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.

   8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 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.

      8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   8.3. In addition to, and not in any way in limitation of obligations of the Agreement, 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.

9. Property Standards

   9.1. Insurance coverage.

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section; title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

provide for competition to the extent practicable and result in the highest possible return.

9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

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

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

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

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

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

9.3.3. Use.

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

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that

such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

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

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

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

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

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

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

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

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

9.3.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

10. Property Trust Relationship and Liens

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

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

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: Monadnock Peer Support Agency

6/9/2022
Date

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

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

6/9/2022
Date

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Monadnock Peer Support Agency

6/9/2022
Date

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

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28.C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections; which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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: Monadnock Peer Support Agency

6/9/2022
Date

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

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: Monadnock Peer Support Agency

6/9/2022
Date

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

Contractor Initials DS CA
Date 6/9/2022

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, TitleXIII, 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.

Contractor Initials CA

Date 6/9/2022

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. 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	Monadnock Peer Support Agency
The State	Name of the Contractor
Katja S. Fox	Christine Allen
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Christine Allen
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/9/2022	6/9/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Monadnock Peer Support Agency

6/9/2022
Date

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

FORM A

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

1. The DUNS number for your entity is: 6/6/2022

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

   _____ NO _____X_____ YES

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

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

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

   _____ NO _____X_____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

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

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

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.).

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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 Support Agencies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Alternative Life Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #26), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,490,620

3. Modify Exhibit A, Revisions to Standard Agreement Provisions, by adding Sections 1.4. and 1.5., to read:

   1.4. Paragraph 14., Insurance., is amended by adding subparagraph 14.4. as follows:

   14.4. Effective July 1, 2024, tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property with a policy limit not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

   1.5. Paragraph 14., Insurance., is amended by adding subparagraph 14.5. as follows:

   14.5. Effective July 1, 2024, a fidelity bond in an amount not less than $2,490,620, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement.

4. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B - Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit C, Payment Terms, Section 3, to read:

   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 items, as specified in Exhibits C-1, Budget Sheet through Exhibit C-4, Budget Sheet, Amendment #1.

6. Add Exhibit C-3, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-4, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 01, 2024, 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

3/14/2024
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

The Alternative Life Center

3/14/2024
Date

DocuSigned by:
Lars Nelson
A74EA4E885574C4...
Name: Lars Nelson
Title: Board Chair

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

OFFICE OF THE ATTORNEY GENERAL

3/15/2024
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B – Amendment #1

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 1.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with New Hampshire (NH) Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. Discussion groups that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.1.9. Mental health symptoms or symptom management.

1.8.1.2. Discussion or activity groups that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Stress management.

1.8.1.2.5. Self-care.

1.8.1.2.6. Physical exercise, including, but not limited to:

1.8.1.2.6.1. Walking.

1.8.1.2.6.2. Stretching.

1.8.1.2.6.3. Dancing.

1.8.1.2.6.4. Games or activities that involve movement or exercise.

1.8.1.2.7. Mindfulness activities including, but not limited to:

1.8.1.2.7.1. Yoga.

1.8.1.2.7.2. Meditation.

1.8.1.2.7.3. Journaling.

1.8.1.2.7.4. Relaxation techniques.

1.8.1.3. Activity groups that provide positive skill-building which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. Discussion or activity groups that foster independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.1.4.6. Life skills.

1.8.1.4.7. Member meetings.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual on a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the Intentional Peer Support (IPS) or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Have a minimum of one community outreach staff whom conducts a minimum of 15 hours of outreach per week in the community engaging with, but not limited to:

1.8.6.1.1. Individuals, who are not already members, in the community.

1.8.6.1.2. Individuals who are hospitalized with a psychiatric condition.

1.8.6.1.3. Individuals who are homeless.

1.8.6.1.4. Community providers.

1.8.6.1.5. Community organizations.

1.8.6.2. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.2.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.2.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.2.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.2.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.2.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education; and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1.. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. First and Last name.

1.8.16.2. Date of birth.

1.8.16.3. Gender.

1.8.16.4. Town of residence.

1.8.16.5. The minimum engagement policy.

1.8.16.6. Suspension of membership policy.

1.8.16.7. Membership rules.

1.8.16.8. Attestation that the individual supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff complete the NH Peer Certification training requirements and obtain certification, as specified by the department, within 12 month of employment.

1.8.33.2. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.3. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.4. Annual wellness training is available to staff.

1.8.33.5. Intentional Peer Support (IPS) training or another SAMHSA-recognized mental health peer support model.

1.8.33.6. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of an individual utilizing PSA services.

1.9. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.10. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.10.1. Personnel records.

1.10.2. Financial records.

1.10.3. Program data files.

1.11. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings and consultation services on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.12. Reporting

1.12.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.12.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.12.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.12.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.12.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.12.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.12.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.12.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.12.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.12.1.7. Quarterly revenue and expenses by cost, category and locations.

1.12.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.12.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.12.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.12.3.1. Community outreach activities as outlined in the Statement of Work.

1.12.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.12.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.12.3.4. Statistical data including, but not limited to:

1.12.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.12.3.4.2. Program utilization data.

1.12.3.4.3. Number of telephone peer support outreach contacts.

1.12.3.4.4. Number and description of outreach activities.

1.12.3.4.5. Number and description of educational events provided on-site and in the community.

1.12.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.12.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.12.3.6.1. Executive Director's report.

1.12.3.6.2. Board of Directors roster.

1.12.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.12.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.12.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.12.4.3. The contract shall provide the following reports as determined by the department:

1.12.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.12.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.12.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.12.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.13. Performance Measures

1.13.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.13.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.13.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.13.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

1.14. Confidential Data

1.14.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.14.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in acc[illegible]ce

with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.15. Privacy Impact Assessment

1.15.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.15.1.1. How PII is gathered and stored;

1.15.1.2. Who will have access to PII;

1.15.1.3. How PII will be used in the system;

1.15.1.4. How individual consent will be achieved and revoked; and

1.15.1.5. Privacy practices.

1.16. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, p[illegible]ed

however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Exhibit C-3, Budget Sheet, Amendment #1

Region I

Program: Alternative Live Center (NCPS)

FISCAL PERIOD: FY2025 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	PROG. SERV. FEES								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	PROG. SALES								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	PUBLIC SUPPORT								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	FEDERAL FUNDING								
441	Block Grants	$ 237,516	$ -	$ 237,516	$ -	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	BBH								
481	Community Mental Health	$ 385,139	$ -	$ 385,139	$ -	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 622,655	$ -	$ 622,655	$ -	$ -	$ -	$ -	$ -
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 622,655	$ -	$ 622,655	$ -	$ -	$ -	$ -	$ -

600	PERSONNEL COSTS.								

Contractor Initials: IN

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601	Salary & Wages	$ 390,312	$ -	$ 390,312	$ -	$ -	$ -	$ -	$ -
602	Employee Benefits	$ 19,799	$ -	$ 19,799	$ -	$ -	$ -	$ -	$ -
603	Payroll taxes	$ 29,859	$ -	$ 29,859	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 439,970	$ -	$ 439,970	$ -	$ -	$ -	$ -	$ -
610	Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620	**PROFESSIONAL FEES**								
621	Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622	Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624	Accounting	$ 16,000	$ -	$ 16,000	$ -	$ -	$ -	$ -	$ -
625	Audit Fees	$ 15,000	$ -	$ 15,000	$ -	$ -	$ -	$ -	$ -
626	Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627	Other Professional Fees/Consult	$ 11,000	$ -	$ 11,000	$ -	$ -	$ -	$ -	$ -
630	**STAFF DEV & TRNG.**								
631	Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632	In-Service Training	$ 7,500	$ -	$ 7,500	$ -	$ -	$ -	$ -	$ -
633	Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634	Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640	**OCCUPANCY COSTS**								
641	Rent	$ 62,208	$ -	$ 62,208	$ -	$ -	$ -	$ -	$ -
642	Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643	Heating Costs	$ 5,000	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -
644	Other Utilities	$ 8,000	$ -	$ 8,000	$ -	$ -	$ -	$ -	$ -
645	Maintenance & Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
646	Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647	Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650	**CONSUMABLE SUPPLIES**								
651	Office	$ 6,800	$ -	$ 6,800	$ -	$ -	$ -	$ -	$ -
652	Building/Household	$ 8,100	$ -	$ 8,100	$ -	$ -	$ -	$ -	$ -
653	Educational/Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
654	Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655	Food	$ 2,500	$ -	$ 2,500	$ -	$ -	$ -	$ -	$ -
656	Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657	Other Consumable Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
660	CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665	DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670	EQUIPMENT RENTAL	$ 2,520	$ -	$ 2,520	$ -	$ -	$ -	$ -	$ -
680	EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal page	$ 584,598	$ -	$ 584,598	$ -	$ -	$ -	$ -	$ -

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Total Carried Forward		$ 584,598	$ -	$ 584,598	$ -	$ -	$ -	$ -	$ -
700	ADVERTISING	$ 3,000	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 8,040	$ -	$ 8,040	$ -	$ -	$ -	$ -	$ -
730	POSTAGE/SHIPPING	$ 480	$ -	$ 480	$ -	$ -	$ -	$ -	$ -
740	TRANSPORTATION								
741	Board Members	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 7,020	$ -	$ 7,020	$ -	$ -	$ -	$ -	$ -
743	Clients	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 8,000	$ -	$ 8,000	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ 4,017	$ -	$ 4,017	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 622,655	$ -	$ 622,655	$ -	$ -	$ -	$ -	$ -
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL PROGRAM EXPENSES	$ 622,655	$ -	$ 622,655	$ -	$ -	$ -	$ -	$ -
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	0	0	0	0

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Exhibit C-4, Budget Sheet, Amendment #1

Region I

Program: Alternative Life Center (NCPS)

FISCAL PERIOD: FY2026 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	PROG. SERV. FEES								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	PROG. SALES								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	PUBLIC SUPPORT								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	FEDERAL FUNDING								
441	Block Grants	$ 237,516	$ -	$ 237,516	$ -	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	BBH								
481	Community Mental Health	$ 385,139	$ -	$ 385,139	$ -	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 622,655	$ -	$ 622,655	$ -	$ -	$ -	$ -	$ -
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 622,655	$ -	$ 622,655	$ -	$ -	$ -	$ -	$ -

600	PERSONNEL COSTS

Contractor Initials: W

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601	Salary & Wages	$ 390,312	$ -	$ 390,312	$ -	$ -	$ -	$ -	$ -
602	Employee Benefits	$ 19,799	$ -	$ 19,799	$ -	$ -	$ -	$ -	$ -
603	Payroll taxes	$ 29,859	$ -	$ 29,859	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 439,970	$ -	$ 439,970	$ -	$ -	$ -	$ -	$ -
610	Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620	**PROFESSIONAL FEES**								
621	Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622	Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624	Accounting	$ 16,000	$ -	$ 16,000	$ -	$ -	$ -	$ -	$ -
625	Audit Fees	$ 15,000	$ -	$ 15,000	$ -	$ -	$ -	$ -	$ -
626	Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627	Other Professional Fees/Consult	$ 11,000	$ -	$ 11,000	$ -	$ -	$ -	$ -	$ -
630	**STAFF DEV & TRNG.**								
631	Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632	In-Service Training	$ 7,500	$ -	$ 7,500	$ -	$ -	$ -	$ -	$ -
633	Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634	Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640	**OCCUPANCY COSTS**								
641	Rent	$ 62,208	$ -	$ 62,208	$ -	$ -	$ -	$ -	$ -
642	Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643	Heating Costs	$ 5,000	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -
644	Other Utilities	$ 8,000	$ -	$ 8,000	$ -	$ -	$ -	$ -	$ -
645	Maintenance & Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
646	Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647	Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650	**CONSUMABLE SUPPLIES**								
651	Office	$ 6,800	$ -	$ 6,800	$ -	$ -	$ -	$ -	$ -
652	Building/Household	$ 8,100	$ -	$ 8,100	$ -	$ -	$ -	$ -	$ -
653	Educational/Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
654	Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655	Food	$ 2,500	$ -	$ 2,500	$ -	$ -	$ -	$ -	$ -
656	Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657	Other Consumable Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
660	CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665	DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670	EQUIPMENT RENTAL	$ 2,520	$ -	$ 2,520	$ -	$ -	$ -	$ -	$ -
680	EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal page	$ 584,598	$ -	$ 584,598	$ -	$ -	$ -	$ -	$ -

Exhibit C-4, Budget Sheet, Amendment #1

Total Carried Forward		$ 584,598	$ -	$ 584,598	$ -	$ -	$ -	$ -	$ -
700	ADVERTISING	$ 3,000	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 8,040	$ -	$ 8,040	$ -	$ -	$ -	$ -	$ -
730	POSTAGE/SHIPPING	$ 480	$ -	$ 480	$ -	$ -	$ -	$ -	$ -
740	**TRANSPORTATION**								
741	Board Members	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 7,020	$ -	$ 7,020	$ -	$ -	$ -	$ -	$ -
743	Clients	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	**ASSIST.TO INDIVIDUALS**								
751	Client Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	**INSURANCE**								
761	Malpractice & Bonding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 8,000	$ -	$ 8,000	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ 4,017	$ -	$ 4,017	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 622,655	$ -	$ 622,655	$ -	$ -	$ -	$ -	$ -
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL PROGRAM EXPENSES	$ 622,655	$ -	$ 622,655	$ -	$ -	$ -	$ -	$ -
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	0	0	0	0

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE ALTERNATIVE LIFE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 15, 1999. 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: 307757

Certificate Number: 0006583811

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of February A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Alternative Life 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 February 28, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Lars Nielson, Board Chair (may list more than one person)
(Name and Title of Contract Signatory)

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

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and 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: 3/15/24

Barbara Payer

Signature of Elected Officer

Name: Barbara Payer

Title: Executive Director

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2024

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net
INSURED Alternative Life Center c/o Debit One 41 Washington Street Conway NH 03818	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Insurance Co INSURER B : Wesco Insurance Co — 25011 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 23-24 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2617498	10/25/2023	10/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2617496	10/25/2023	10/25/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist BI	$ $ 1,000,000 $ $ $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3673413	10/20/2023	10/20/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fairley Kenneally

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Alternative Life Center

"Mission Statement"

"Our Mission is to provide a sanctuary where people, eighteen years and older, learn to create a personal vision leading their own recovery. The journey towards recovery occurs in a compassionate atmosphere through education, peer support, sharing of common experiences and utilizing individual as well as community resources."

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 27, 2022

Marilee Nihan
The Alternative Life Center
33 Main St, Suite 203 & 204
Littleton, NH 03785

Dear Marilee:

Thank you for submitting the annual independently reviewed financial statements of The Alternative Life Center (ALC), as required by He-M 402.04(d). The Department is aware that, prior to your appointment by the Grafton County Superior Court as receiver of ALC, there were discrepancies in documentation that have impacted the auditor's ability to complete the audit for State Fiscal Year (SFY) 2021. Given the circumstances, however, and in order for the receivership to continue moving forward, the Department accepts the independent financial statements for SFY 2021 in the form in which it was submitted.

Sincerely,

Julianne Carbin, MSW
Director
Bureau of Mental Health Services
(603) 271-8378
Julianne.Carbin@dhhs.nh.gov

cc: Marilee Nihan, court-appointed receiver for ALC
Tanja Godtfredsen, DHHS DBH Finance
Ayla Kendall, DHHS BMHS

As of December 31, 2023

Balance Sheet

The Alternative Life Center	Dec 31, 23	Dec 31, 22	$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1000 · Main Ckg-Citizens (7470)	34,683.25	8,936.62	25,746.63	288.1%
Member Funds				
1002.5 · Groveton (was CLBRK) 2813	1,263.61	1,263.49	0.12	0.01%
1004 · Littleton Member Acct (6673)	177.42	301.17	-123.75	-41.09%
1005 · Berlin Member - 292	6,037.68	6,213.48	-175.80	-2.83%
1011 · Team Leader Fundraising (1154)	275.00	320.00	-45.00	-14.06%
1010-00 · Conway Member (7062)	474.52	474.52	0.00	0.0%
Total Member Funds	8,228.23	8,572.66	-344.43	-4.02%
Total Checking/Savings	42,911.48	17,509.28	25,402.20	145.08%
Accounts Receivable				
1200 · Accounts Receivable	27,049.49	65,537.38	-38,487.89	-58.73%
Total Accounts Receivable	27,049.49	65,537.38	-38,487.89	-58.73%
Other Current Assets				
1210-00 · Petty Cash - Conway	399.25	700.00	-300.75	-42.96%
1210-02 · Petty Cash - Littleton	430.70	180.36	250.34	138.8%
1210-03 · Petty Cash-Berlin	183.26	463.79	-280.53	-60.49%
1210-05 · Petty Cash-Colebrook	597.16	776.20	-179.04	-23.07%
1240 · Security Deposits	4,640.30	2,990.30	1,650.00	55.18%
Total Other Current Assets	6,250.67	5,110.65	1,140.02	22.31%
Total Current Assets	76,211.64	88,157.31	-11,945.67	-13.55%
Fixed Assets				
1400-00 · Accum. Deprec.-All Assets	-123,398.50	-123,398.50	0.00	0.0%
1410-01 · Equipment-Conway	13,782.00	13,782.00	0.00	0.0%
1410-03 · Equipment-Berlin	5,314.00	5,314.00	0.00	0.0%
1410-04 · Equipment-Colebrook	8,414.00	8,414.00	0.00	0.0%
1410-05 · Equipment- Littleton	4,301.00	4,301.00	0.00	0.0%
1420-01 · Leasehold Impr - Conway	4,500.00	4,500.00	0.00	0.0%
1440-01 · MV Asset-Conway	30,475.00	30,475.00	0.00	0.0%
1440-03 · MV Asset - Berlin	15,517.00	15,517.00	0.00	0.0%
1440-04 · MV Asset - Colebrook	30,370.00	30,370.00	0.00	0.0%
1440-05 · MV Asset-Littleton	60,046.00	60,046.00	0.00	0.0%
Total Fixed Assets	49,320.50	49,320.50	0.00	0.0%
TOTAL ASSETS	125,532.14	137,477.81	-11,945.67	-8.69%

As of December 31, 2023

LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
2000 · Accounts Payable	2,794.08	14,286.23	-11,492.15	-80.44%	
Total Accounts Payable	2,794.08	14,286.23	-11,492.15	-80.44%	
Other Current Liabilities					
2023 GMC Acadia Loan	45,621.00	45,621.00	0.00	0.0%	
Payroll Liabilities	1,792.35	2,968.06	-1,175.71	-39.61%	
2110 · Direct Deposit Liabilities	-365.71	396.18	-761.89	-192.31%	
Total Other Current Liabilities	47,047.64	48,985.24	-1,937.60	-3.96%	
Total Current Liabilities	49,841.72	63,271.47	-13,429.75	-21.23%	
Total Liabilities	49,841.72	63,271.47	-13,429.75	-21.23%	
Equity					
3000-00 · Retained Earnings	64,917.94	74,179.66	-9,261.72	-12.49%	
3000-01 · Temporarily Restr Net Assets	854.25	854.25	0.00	0.0%	
Net Income	9,918.23	-827.57	10,745.80	1,298.48%	
Total Equity	75,690.42	74,206.34	1,484.08	2.0%	
TOTAL LIABILITIES & EQUITY	125,532.14	137,477.81	-11,945.67	-8.69%	

Profit & Loss Sheet

The Alternative Life Center	Jul 1 - Dec 30, 23	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4020 · Grants	298,192.24	309,653.68	-11,461.44	96.3%
Total Income	298,192.24	309,653.68	-11,461.44	96.3%
Gross Profit	298,192.24	309,653.68	-11,461.44	96.3%
Expense				
601-S & W	118,576.24	169,871.77	-51,295.53	69.8%
602-Employee Benefits	9,228.83	14,806.94	-5,578.11	62.33%
603-P/R & OtherTaxes	9,363.29	12,994.76	-3,631.47	72.05%
624-Accounting	7,143.01	7,957.01	-814.00	89.77%
625-Audit Fees	2,801.00	7,459.68	-4,658.68	37.55%
626-Legal Fees	0.00	2,486.54	-2,486.54	0.0%
627-Other Professional Fees	0.00	6,962.35	-6,962.35	0.0%
632-In-Service Training	0.00	3,729.84	-3,729.84	0.0%
641-Rent	27,779.00	28,579.51	-800.51	97.2%
643 · Heating Costs	249.86	2,486.54	-2,236.68	10.05%
644-Other Utilities	1,610.01	3,978.53	-2,368.52	40.47%
645-R&M-Bldg,Snow & Sand	344.66	0.00	344.66	100.0%
651-Office Supplies	1,493.33	5,370.97	-3,877.64	27.8%
652-Bldg & Hshld	9,240.67	4,028.23	5,212.44	229.4%
655-Food	738.00	1,243.36	-505.36	59.36%
670-Equipment Rental	1,017.95	1,253.23	-235.28	81.23%
700-Advertising	271.80	1,491.94	-1,220.14	18.22%
710-Printing	15.98	2,237.90	-2,221.92	0.71%
720-Telephone/Communications	4,637.82	3,998.39	639.43	115.99%
730-Postage/Shipping	29.89	238.71	-208.82	12.52%
741-Board Members	0.00	497.33	-497.33	0.0%
742-Trans.Staff	9,081.04	94,966.13	-85,885.09	9.56%
743-Trans.-Clients	92,727.78	10,184.91	82,542.87	910.44%
762-MV	10,327.70	4,973.14	5,354.56	207.67%
763-Liability Insurance	4,113.42	4,973.14	-859.72	82.71%
800-Other Expenditures	0.00	4,292.88	-4,292.88	0.0%
Total Expense	310,791.28	401,063.73	-90,272.45	77.49%
Net Ordinary Income	-12,599.04	-91,410.05	78,811.01	13.78%
Other Income/Expense				
Other Income				
2000 - Non-Budget Other Income	9,635.30	0.00	9,635.30	100.0%
Total Other Income	9,635.30	0.00	9,635.30	100.0%
Other Expense				
NEED MORE INFO	-1,626.21	0.00	-1,626.21	100.0%
Peer Support/GlenCliff Wages	339.08	0.00	339.08	100.0%
3000 - Non-Budget-Other Expense	907.33	0.00	907.33	100.0%
Total Other Expense	-379.80	0.00	-379.80	100.0%
Net Other Income	10,015.10	0.00	10,015.10	100.0%
Net Income	-2,583.94	-91,410.05	88,826.11	2.83%

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North Country Peer Support Center / The Alternative Life Center

Board of Directors Roster 2023/2024

Lars Nielson, MD-President
Littleton
Retired Physician, Weeks Medical Center and Littleton Regional Hospital

Carol Hemenway
Lisbon
Human Resource Administrator, North Country Health Consortium

Francis Gesel
Lancaster
Community Health Worker, North Country Health Consortium

Lisa Bujno, MSN, APRN-Vice President
Lincoln
Assistant Medical Director, Ammonoosuc Community Health Center

Taryn Noonan Johnson-Treasurer
Monroe
Controller, Ammonoosuc Community Health Center

Jaimie D'Alessandro
Bethlehem
Manager, White Horse Recovery

Cheryl Bailey
Franconia
Peer Support Advocate

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Barbara Payer

Executive Director /Administration

A position in a company that will utilize my job training and experience to promote individual opportunity and professional growth, while making positive contributions to the organization.

Work Experience

Executive Director
North Country Peer Support Center- Littleton, NH
June 2021 to Present
Acts as the spokesperson for organization
Executes board-approved policies
Directs and oversees short and long term strategic plans
Attends board meetings and provides support to the Board of Directors
Maintains effective and cost efficient programs
Grant writing
Develops and implements operational plans, policies, and goals that further the mission the organization
Maintains official records and documents, and ensures compliance with federal, state local regulations
Maintains a working knowledge of developments and trends in the field
Sees that the board is kept fully informed regarding the organization and environment
Builds and maintains a culture which attracts, keeps, and motivates a diverse staff committed to the mission

Financial
Ensures accurate and complete financial and accounting records of the organization
Ensures that financial goals are achieved and operating expenses are within budget
Works with the board in the preparation of the annual budget
Ensures that financials controls are met

Marketing
Develops and maintains prospective relationships and collaborations with businesses, hospitals, and organizations to help support our mission

Human Resources
Hires, supervises and when necessary dismisses staff
Leads, coaches and develops the organization's staff to create a well working team
Ensures that job descriptions are current

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Conducts performance appraisals as required
Formulates and implements corrective action as needed
Ensure volunteers are engaged and recognized for their work

Fundraising
Expands and maintains fundraising activities to support and grow existing programs
Targets and develop grant proposals
With the Board of Directors manages fundraising campaigns and donor cultivation

Office Manager/Administrator

Healogics Wound Center , Weeks Medical Center- Lancaster, NH
January 2012 to February 2021

- Duties Include: the coordination of office related activities including leadership, organizational, marketing and providing excellent customer service. Precertification and processing all referrals on new patients, working with and scheduling for Physicians and patients, daily reconciliation of all clinic charges, faxing and documenting progress notes to hospital medical records and billing departments, updating daily logbooks, compile daily registrations, updating patients charts with appropriate information, answering all department phones, greeting customers, schedule patient appointments, coordinate ancillary testing with other departments, auditing data entry, maintaining office equipment and supplies (ordering as appropriate), communication with insurance companies, medical supply representatives and patients, listening and attending to patient concerns and obtaining a satisfactory outcome.

OR Scheduler/LNA

Littleton Regional Hospital - Littleton, NH
December 2000 to October 2010
included:
Scheduling all OR Endoscopy cases, maintaining department and statistical record logs, preparing patients preop testing, organizing and taking minutes of monthly meetings, confirming patients arrival times daily, preparing and maintenance of patient charts, weekly billing, organization of Physicians schedules, covering all phones, ensure patient satisfaction
Reason for Leaving: Maternity Leave, took time off with baby

Assistant Customer Service Manager

Butson's Marketplace - Littleton, NH
January 1990 to December 2000

- Duties Included:

Opening and closing the store, hiring for all departments, training front end staff, scheduling, daily deposits, office work, attend store meetings

References provided at Request

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Education

Health Wellness/ Certified Nutritionist/ Diabetes Educator in Health Wellness/Nutritionist/Diabetes Education
Health Coach Institute
2016

Associate's degree in Business Administration
White Mountains Community College
September 1992 to May 1994

High school
Berlin High School
1991

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Shawn Cardi

OBJECTIVE

To challenge myself and grow in my position and life.

EDUCATION

2021	Recovery Coach
2019.	Intentional Peer Support Certified
2009	G.E. D

WORK EXPERIENCE

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December 2019- Present

Alternative Life Center-Littleton
Started as floor staff and currently Team Leader. Duties include but not limited to, facilitating support/wellness groups, maintaining Statistics for Region 1, assisting other locations within our region, assisting with warmline, overseeing outreach within the Littleton catchment area.

October 2019- December 2019.

Dunkins
Duties included opening/closing the store, communicating effectively and efficiently with customers.

February 2018- September 2019.

Genfoot
Manufacturing and producing products within time lines provided by company.

SKILLS

Computer literate, effective communication skills, and a team player. Proficient writing skills. Ability to learn quickly and adapt to new tasks.

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Jodi Collins

PROFESSIONAL SUMMARY

Peer Support worker with proven ability to build trusting relationships with clients. Caring with genuine concern for wellbeing of peers.

SKILLS

- Relationship Development
- Understanding of Policies and Procedures.
- Service-Oriented
- Staff Supervision
- Classroom Observation
- Student Ability Evaluation
- Attention to daily living with the elderly

WORK HISTORY

PEER SUPPORT WORKER /TEAM LEADER *09/2010 to CURRENT*

The Alternative Life Center | Conway, N.h.

- Built relationships with others based upon trust and honesty by using active listening and strong communication skills.
- Interaction with members through a non-profit program which aims to enable people through peer support to be better on their own.
- Responsible for daily operations of Conway Peer Support center.

SERVER /BARTENDER *09/2004 to 12/2016*

Peking Sunrise | Conway, NH

- Cultivated warm relationships with regular customers.
- Explained menu items and suggested appropriate options for food allergy concerns.
- Bussed and reset tables to keep dining room and work areas clean.

1:1 HEALTHCARE AIDE *02/2005 to 06/2015*

SAU 9 Conway School District | Conway, NH

- Provided mobility assistance such as walking and regular exercising.
- Assisted with daily school assignments.

LNA *09/1994 to 08/2005*

Sunbridge Care And Rehabilitation | Conway, NH

- Facilitated personal hygiene management, feeding and ambulation.
- Maintained patient stability by checking vital signs and weight and recording intake and outtake information.

EDUCATION

Associate of Arts | Licenced Nursing Assistant *1993*

American Red Cross, Haverhill, Massachusetts

- Continuing education in Nursing Assistance.

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ELLEN TAVINO

OBJECTIVE

To continue working at the Alternative Life Center

SKILLS & ABILITIES

- Able to effectively communicate with supervisor, staff, and members at a Peer Support Center
- Am able to complete a statistical report for a Peer Support Center
- Am responsible for a monthly calendar and The Alternative Life Center's monthly newsletter.
- Able to write items for press, and other entities as needed. (Am a published poet.)

EXPERIENCE

THE ALTERNATIVE LIFE CENTER
2003 TO CURRENT
Am responsible for the day-to-day operation of a Peer Support Center: Serenity Steps. My current role is as Team Leader

PEER SUPPORT WORKER (NORTHERN HUMAN SERVICES)
Provided peer support services to individuals with mental health challenges, for approximately two years. (Left to work at The Alternative Life Center))

Day Habilitation Aid (Volunteer) (NORTHERN HUMAN SERVICES)
Was assisting in teaching Daily living skills, language development, and community integration for severely intellectually impaired individuals for approximately 10 years

EDUCATION

LYNDON STATE COLLEGE 1983
B.S.in Behavioral Sciences
Received the Rita Boyle Award for academic achievement

PROFESSIONAL ACHIEVEMENTS

Certified in Intentional Peer Support
Certified Facilitator of Wellness Recovery Action Planning (WRAP)
Have Successful Completed Annual Trainings in:

- Intentional Peer Support
- Warmline
- Conflict Resolution
- Sexual Harassment
- Member/Client Rights

References Available Upon Request

DocuSign Envelope ID: 734A2621-C8D5-4859-BB0B-D50566CA72F9

Frederick Moe

Human Services Professional

As a professional with four decades of human services experience, I am seeking a highly responsible and responsive position assisting others with their goals to lead a life of their choosing. I would be grateful to contribute my talents to a progressive nonprofit, housing, or health care organization.

Authorized to work in the US for any employer

Work Experience

Service Coordinator

Upper Valley Haven - White River Junction, VT
November 2020 to Present

I provided service coordination for unhoused individuals and families who had CARES housing vouchers along with case management and community resource development and creating natural support networks in the community. Currently am providing service coordination to families in the Family Supported Housing program.

Clinical Case Manager / Education & Vocational Counselor

NFI North Transitional Housing Services - Concord, NH
November 2016 to October 2020

I worked in a restorative partial hospitalization and transitional housing / residential treatment program with adults experiencing severe mental health issues and substance abuse disorders to provide clinically based educational, vocational and wellness / recovery skills. Facilitated therapeutic groups and provided individual counseling.

Family Services Coordinator

PathWays of the River Valley - Claremont, NH
October 2015 to October 2016

Provided case management to families and individuals with physical health concerns, mental health needs and developmental disabilities.

Family Outreach Worker

Easter Seals of New Hampshire - Manchester, NH
November 2013 to July 2015

Clinically focused Case Management and Family Outreach for youth with serious emotional issues who were in a full-time residential treatment facility.

Radio Host and Producer

Colby-Sawyer College - New London, NH
July 2000 to July 2013

DocuSign Envelope ID: 734A2621-C8D5-4859-BB0B-D50566CA72F9

Part time radio station manager and on-air producer & host

Residential Manager
West Central Behavioral Health - Newport, NH
November 2008 to June 2012

Managed all aspects of 16 bed residential psychiatric treatment facility for older adults and seniors with mental illness. Provided partial hospitalization rehabilitation services. Supervised contracted services, hired, trained, supervised staff. Ensured high quality medical, social and mental health treatment planning for all residents. Met all clinical, health and safety and regulatory requirements for licensing.

Mental Health Team Leader
Granite State Independent Living - Concord, NH
September 1998 to June 2007

Mental Health and Peer Support Team Leader. Provided technical assistance to state contracted 501(c)3 Peer Support agencies. When that contract ended, I coordinated GSIL's statewide consumer run cross-disability peer support meetings and provided training to Peer Support leaders. Also supervised service coordination staff in GSIL regional offices in Keene and Franconia NH.

Residential Manager
Vermont Psychiatric Survivors - Randolph, VT
September 1997 to August 1998

Hired and supervised staff for newly created peer-run Safe Haven. Daily operational program supervision.

Community Counselor / Case Manager
Riverbend Community Mental Health, Inc. - Concord, NH
July 1985 to July 1997

Supported individuals with severe mental illnesses to live successfully in the community and to access health care, employment, recovery and peer support.

Mental Health Worker
New Hampshire Hospital - Concord, NH
June 1983 to June 1985

Worked with adults who were receiving in-patient treatment at New Hampshire Hospital.

Education

Bachelor's in Human Services
New Hampshire College - Manchester, NH
January 1980 to June 1983

Skills

- Microsoft Office (10+ years)
- Group Facilitation (10+ years)
- Case Management
- Mental Health

DocuSign Envelope ID: 734A2621-C8D5-4859-BB0B-D50566CA72F9

- Management
- Powerpoint
- Organizational Skills
- Documentation
- Mental Health Counseling
- Developmental Disabilities Experience
- Mental Health Counseling
- Crisis Intervention
- Social Work
- Microsoft Windows
- Individual / Group Counseling
- Group Therapy
- Senior Care
- Motivational Interviewing
- Intake Experience
- Crisis Management
- Program Development
- Behavioral Health
- Behavior Management
- Meeting Facilitation
- Medication Administration
- Behavioral Therapy
- Curriculum Development
- Addiction Counseling
- Tutoring
- Child & Family Counseling
- Conflict Management
- Autism Experience
- Supervising Experience
- Computer skills
- Customer service

Certifications and Licenses

Driver's License

Assessments

Home health aide skills — Proficient
October 2021

DocuSign Envelope ID: 734A2621-C8D5-4859-BB0B-D50566CA72F9

Providing care to patients in a home setting
Full results: Proficient

Customer focus & orientation — Proficient
August 2021

Responding to customer situations with sensitivity
Full results: Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

- Four decades of career experience in the Human Services field
- Case management and service coordination for youth, adults, elders and families
- Encouraging, proactive, person-centered advocate for self-determination and building community networks of support

DocuSign Envelope ID: 734A2621-C8D5-4859-BB0B-D50566CA72F9

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name:	Alternative Life Center		
NAME	**JOB TITLE**	**PERCENT PAID FROM THIS CONTRACT**	**AMOUNT PAID FROM THIS CONTRACT**
Barbara Payer	Executive Director	100%	65,000 ~~$0.00~~
Shawn Castle	Team Leader - Littleton	100%	40,000 ~~$0.00~~
Jodi Collins	Team Leader - Conway	100%	17,000 ~~$0.00~~ PT
Ellen Tasino	Team Leader - Berlin	100%	17,000 ~~$0.00~~ PT
Fred Moe	Team Leader - Groveton	100%	21,600 $0.00
		0.00%	$0.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $7,586,542 to operate Peer Support Agencies for the provision of peer support to individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services, with the option to renew for up to four (4) additional years, effective July. 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 39% Federal Funds. 61% General Funds.

Contractor Name	Vendor Code	Area Served & Office Locations	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Region VIII Portsmouth	$706,686
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Region VI Nashua	$1,125,368
Infinity Peer Support Cooperative (Rochester)	157797-B001	Region IX Rochester	$560,608
Lakes Region Consumer Advisory Board (Laconia, NH)	157060-B001	Regions III & IV Laconia & Concord	$980,936
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Region V Keene	$799,798
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Regions VII & X Manchester & Derry	$1,193,564
The Alternative Life Center (Conway, NH)	168081-B001	Region I Conway, Colebrook, Littleton, & Berlin	$1,245,310
The Stepping Stone Drop-In Center Association (Claremont, NH)	157697-B001	Region II Claremont & Lebanon	$974,272
		Total:	**$7,586,642**

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to operate Peer Support Agencies (PSA) for the provision of peer support for individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

Approximately 2,500 individuals will be served during State Fiscal Years 2023 and 2024.

New Hampshire's 10-year mental health plan emphasizes the importance of increasing access to and utilization of peer services. PSAs are physically located in each of the ten (10) Mental Health Regions wherein trained peers provide Intentional Peer Support (IPS) that helps individuals become more empowered and less dependent on the clinical mental health system. Contractors will provide peer support services that foster recovery from mental illness and promote self-advocacy. By providing peer support, peer education, and peer programming, the Contractors will assist individuals to develop skills to manage and cope with symptoms of illness, and to identify and use natural supports. Warmline services will be available statewide through telephonic peer support to assist individuals with addressing a current crisis related to their mental health during hours when a PSA is closed for services. Peer Respite, a 24-hour short-term, seven (7) day, non-clinical program designed as an alternative to hospitalization will also be offered in Mental Health Regions V and VI.

The Department will monitor services by reviewing monthly, quarterly, and annual reports provided by the Contractor.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, individuals in need of peer support services that facilitate wellness and recovery from mental illness will not receive peer support services; leaving them at risk of needing mental health services from the Community Mental Health Centers and/or from local hospitals, which are more costly alternatives to peer support services.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM083816

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 1-4 and 7-10

	Maximum Points Available	(R1) Alternative Life Center	(R1) TrueCare24	(R2) The Stepping Stone Drop-In Center Association	(R3) Lakes Region Consumer Advisory Board	(R4) Lakes Region Consumer Advisory Board	(R7) On the Road to Wellness	(R8) Connections Peer Support Center	(R9) Infinity Peer Support	(R10) On the Road to Wellness
Technical										
Ability Q1	40	33	15	38	20	20	40	40	25	40
Staffing Q2	25	20	7	20	7	7	24	24	12	24
Collaboration Q3	30	26	5	27	15	15	26	30	15	26
TOTAL POINTS	95	79	27	85	42	42	90	94	52	90

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title :Peer Support Agencies Regions 5 and 8

	Maximum Points Available	(R5) Monadnock Area Peer Support Agency	(R6) H.E.A.R.T.S PSA
Technical			
Ability Q1	40	40	32
Staffing Q2	25	24	16
Collaboration Q3	30	30	29
Ability for Peer Respite Q4	40	40	20
Experience with Peer Respite Q5	25	23	20
TOTAL POINTS	160	157	117

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92204118					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
2024	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
Subtotal			**$ 414,476.00**	$ -	**$ 414,476.00**
The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
2024	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
Subtotal			**$ 268,816.00**	$ -	**$ 268,816.00**
Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
2024	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
Subtotal			**$ 326,484.00**	$ -	**$ 326,484.00**
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
2024	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
Subtotal			**$ 266,196.00**	$ -	**$ 266,196.00**
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
2024	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
Subtotal			**$ 419,106.00**	$ -	**$ 419,106.00**
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
2024	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
Subtotal			**$ 397,254.00**	$ -	**$ 397,254.00**
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
2024	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
Subtotal			**$ 235,208.00**	$ -	**$ 235,208.00**
Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00
2024	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00

Subtotal			$ 131,196.00	$ -	$ 131,196.00

SUB TOTAL			$ 2,458,736.00	$ -	$ 2,458,736.00

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
2024	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
Subtotal			$ 475,032.00	$ -	$ 475,032.00

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
2024	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
Subtotal			$ 427,092.00	$ -	$ 427,092.00

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
2024	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
Subtotal			$ 374,184.00	$ -	$ 374,184.00

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
2024	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
Subtotal			$ 305,088.00	$ -	$ 305,088.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
2024	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
Subtotal			$ 384,728.00	$ -	$ 384,728.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
2024	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
Subtotal			$ 455,292.00	$ -	$ 455,292.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
Subtotal			$ 269,568.00	$ -	$ 269,568.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
Subtotal			$ 269,238.00	$ -	$ 269,238.00

SUB TOTAL			$ 2,960,222.00	$ -	$ 2,960,222.00

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

Activity Code: 92204117

The Alternative Life Center

Vendor # 068801

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
2024	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
Subtotal			$ 355,802.00	$ -	$ 355,802.00

The Stepping Stone Drop-In Center Association

Vendor # 157967

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
2024	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
Subtotal			$ 278,364.00	$ -	$ 278,364.00

Lakes Region Consumer Advisory Board

Vendor # 157060

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
2024	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
Subtotal			$ 280,268.00	$ -	$ 280,268.00

Monadnock Area Peer Support Agency

Vendor # 157973

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
2024	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
Subtotal			$ 228,514.00	$ -	$ 228,514.00

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

Vendor # 209287

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
2024	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
Subtotal			$ 321,534.00	$ -	$ 321,534.00

On the Road to Recovery, Inc.

Vendor # 158839

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
2024	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
Subtotal			$ 341,018.00	$ -	$ 341,018.00

Connections Peer Support Center

Vendor # 157070

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
2024	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
Subtotal			$ 201,910.00	$ -	$ 201,910.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
2024	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
Subtotal			$ 160,174.00	$ -	$ 160,174.00

SUB TOTAL			$ 2,167,584.00	$ -	$ 2,167,584.00

TOTAL			$ 7,586,542.00	$ -	$ 7,586,542.00

Summary by Vendor			Total Amount
The Alternative Life Center			$ 1,245,310.00
The Stepping Stone Drop-In Center Association			$ 974,272.00
Lakes Region Consumer Advisory Board			$ 980,936.00
Monadnock Area Peer Support Agency			$ 799,798.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			$ 1,125,368.00
On the Road to Recovery, Inc.			$ 1,193,564.00
Connections Peer Support Center			$ 706,686.00
Tri-City Consumers' Action Co-operative			$ 560,608.00
Total			$ 7,586,542.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-07)

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 The Alternative Life Center		1.4 Contractor Address 6 Main Street Conway, NH 03818	
1.5 Contractor Phone Number (603) 447-1765	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation $1,245,310
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Marilee Nihan Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Marilee Nihan — Acting Director, Court App	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox — Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 6/7/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 6/6/2022

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 1.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Physical exercise.

1.8.1.2.5. Mindfulness activities including, but not limited to:

1.8.1.2.5.1. Yoga.

1.8.1.2.5.2. Meditation.

1.8.1.2.5.3. Journaling.

1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;

1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and

1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.3.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership

application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. The minimum engagement policy.

1.8.16.2. Suspension of membership policy.

1.8.16.3. Membership rules.

1.8.16.4. Attestation that the consumer supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.3. Annual wellness training is available to staff.

1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.

1.8.33.5. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.11.1. Personnel records.

1.11.2. Financial records.

1.11.3. Program data files.

1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.13. Reporting

1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.13.1.7. Quarterly revenue and expenses by cost, category and locations.

1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.13.3.1. Community outreach activities as outlined in the Statement of Work.

1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.13.3.4. Statistical data including, but not limited to:

1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.13.3.4.2. Program utilization data.

1.13.3.4.3. Number of telephone peer support outreach contacts.

1.13.3.4.4. Number and description of outreach activities.

1.13.3.4.5. Number and description of educational events provided on-site and in the community.

1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.13.3.6.1. Executive Director's report.

1.13.3.6.2. Board of Directors roster.

1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.13.4.3. The contract shall provide the following reports as determined by the department:

1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.14. Performance Measures

1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
   1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
   3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
   3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. 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.

8. Audits

   8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.

   8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 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.

      8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   8.3. In addition to, and not in any way in limitation of obligations of the Agreement, 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.

9. Property Standards

   9.1. Insurance coverage.

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

provide for competition to the extent practicable and result in the highest possible return.

9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

9.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds $5,000.

9.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

9.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

9.3.2.2. Not encumber the property without approval of the State.

9.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

9.3.3. Use.

9.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that

such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

9.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

9.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

9.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

9.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

9.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

9.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.

9.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

9.3.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

10. Property Trust Relationship and Liens

10.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

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 MN

Date 6/6/2022

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: Alternative Life Center

DocuSigned by:
Marilee Nihan
Name: Marilee Nihan
Title: Acting Director, Court App

6/6/2022
Date

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: Alternative Life Center

6/6/2022
Date

DocuSigned by:
Marilee Nihan
Name: Marilee Nihan
Title: Acting Director, Court App

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Alternative Life Center

6/6/2022
Date

DocuSigned by:
Marilee Nihan
Name: Marilee Nihan
Title: Acting Director, Court App

Contractor Initials: MN
Date: 6/6/2022

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.

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Contractor Initials

6/6/2022
Date

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: Alternative Life Center

6/6/2022
Date

DocuSigned by:
Marilee Nihan
83C3012210304...
Name: Marilee Nihan
Title: Acting Director, Court App

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: Alternative Life Center

6/6/2022
Date

DocuSigned by:
Marilee Nihan
Name: Marilee Nihan
Title: Acting Director, Court App

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Contractor Initials
6/6/2022
Date

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, TitleXIII, 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.

Contractor Initials MN

Date 6/6/2022

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

Contractor Initials MN

Date 6/6/2022

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	Alternative Life Center
The State	Name of the Contractor
Katja S. Fox	Marilee Nihan
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Marilee Nihan
Name of Authorized Representative	Name of Authorized Representative
Director	Acting Director, Court App
Title of Authorized Representative	Title of Authorized Representative
6/6/2022	6/6/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Alternative Life Center

6/6/2022
Date

DocuSigned by:
Marilee Nihan
Name: Marilee Nihan
Title: Acting Director, Court App

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 115664687

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:
Name: Shawn Cardi	Amount: $40,000
Name: Joanne Hill	Amount: $40,000
Name: Ellen Tavino	Amount: $17,000 Part time
Name: Jodi Collins	Amount: $17,000 Part time

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

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

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

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

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.).

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

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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 Support Agencies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Stepping Stone Drop-In Center Association ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #26), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,948,544

3. Modify Exhibit A, Revisions to Standard Agreement Provisions, by adding Sections 1.4. and 1.5., to read:

   1.4. Paragraph 14., Insurance., is amended by adding subparagraph 14.4. as follows:

   14.4. Effective July 1, 2024, tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property with a policy limit not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

   1.5. Paragraph 14., Insurance., is amended by adding subparagraph 14.5. as follows:

   14.5. Effective July 1, 2024, a fidelity bond in an amount not less than $1,948,544, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement.

   Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B - Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C, Payment Terms, Section 3, to read:

   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 items, as specified in Exhibits C-1, Budget Sheet through Exhibit C-4, Budget Sheet, Amendment #1.

5. Add Exhibit C-3, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

6. Add Exhibit C-4, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 01, 2024, 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

3/14/2024
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

The Stepping Stone Drop-In Center Association

3/14/2024
Date

DocuSigned by:
Paul J. Marinelli
413BADA092A64C3...
Name: Paul J. Marinelli
Title: Treasurer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/15/2024
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

EXHIBIT B – Amendment #1

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 2.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with New Hampshire (NH) Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. Discussion groups that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.1.9. Mental health symptoms or symptom management.

1.8.1.2. Discussion or activity groups that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Stress management.

1.8.1.2.5. Self-care.

1.8.1.2.6. Physical exercise, including, but not limited to:

1.8.1.2.6.1. Walking.

1.8.1.2.6.2. Stretching.

1.8.1.2.6.3. Dancing.

1.8.1.2.6.4. Games or activities that involve movement or exercise.

1.8.1.2.7. Mindfulness activities including, but not limited to:

1.8.1.2.7.1. Yoga.

1.8.1.2.7.2. Meditation.

1.8.1.2.7.3. Journaling.

1.8.1.2.7.4. Relaxation techniques.

1.8.1.3. Activity groups that provide positive skill-building which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. Discussion or activity groups that foster independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.1.4.6. Life skills.

1.8.1.4.7. Member meetings.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual on a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the Intentional Peer Support (IPS) or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Have a minimum of one community outreach staff whom conducts a minimum of 15 hours of outreach per week in the community engaging with, but not limited to:

1.8.6.1.1. Individuals, who are not already members, in the community.

1.8.6.1.2. Individuals who are hospitalized with a psychiatric condition.

1.8.6.1.3. Individuals who are homeless.

1.8.6.1.4. Community providers.

1.8.6.1.5. Community organizations.

1.8.6.2. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.2.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.2.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.2.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.2.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.2.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:,

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. First and Last name.

1.8.16.2. Date of birth.

1.8.16.3. Gender.

1.8.16.4. Town of residence.

1.8.16.5. The minimum engagement policy.

1.8.16.6. Suspension of membership policy.

1.8.16.7. Membership rules.

1.8.16.8. Attestation that the individual supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff complete the NH Peer Certification training requirements and obtain certification, as specified by the department, within 12 month of employment.

1.8.33.2. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.3. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.4. Annual wellness training is available to staff.

1.8.33.5. Intentional Peer Support (IPS) training or another SAMHSA-recognized mental health peer support model.

1.8.33.6. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of an individual utilizing PSA services.

1.9. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.10. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.10.1. Personnel records.

1.10.2. Financial records.

1.10.3. Program data files.

1.11. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings and consultation services on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.12. Reporting

1.12.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.12.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.12.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.12.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.12.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.12.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.12.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.12.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.12.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.12.1.7. Quarterly revenue and expenses by cost, category and locations.

1.12.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.12.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.12.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.12.3.1. Community outreach activities as outlined in the Statement of Work.

1.12.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.12.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.12.3.4. Statistical data including, but not limited to:

1.12.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.12.3.4.2. Program utilization data.

1.12.3.4.3. Number of telephone peer support outreach contacts.

1.12.3.4.4. Number and description of outreach activities.

1.12.3.4.5. Number and description of educational events provided on-site and in the community.

1.12.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.12.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.12.3.6.1. Executive Director's report.

1.12.3.6.2. Board of Directors roster.

1.12.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.12.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.12.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.12.4.3. The contract shall provide the following reports as determined by the department:

1.12.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.12.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.12.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.12.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.13. Performance Measures

1.13.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.13.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.13.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.13.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

1.14. Confidential Data

1.14.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.14.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in acc[illegible]os

with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.15. Privacy Impact Assessment

1.15.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.15.1.1. How PII is gathered and stored;

1.15.1.2. Who will have access to PII;

1.15.1.3. How PII will be used in the system;

1.15.1.4. How individual consent will be achieved and revoked; and

1.15.1.5. Privacy practices.

1.16. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Departmen

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate; p[illegible]os[illegible]

however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Exhibit C-3, Budget Sheet, Amendment #1

Region: Region 2

Program: The Stepping Stone Drop-in Center Assn

FISCAL PERIOD: FY2025 Proposed

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	**PROG. SERV. FEES**								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	**PROG. SALES**								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	**PUBLIC SUPPORT**								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
435	Other public support	$ 3,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	**FEDERAL FUNDING**								
441	Block Grants	$ 213,546	$ -	$ 185,409	$ 28,137	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ 15,312	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,312
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	**BBH**								
481	Community Mental Health	$ 273,590	$ -	$ 239,444	$ 34,146	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ 50	$ -	$ -	$ -	$ -	$ -	$ -	$ 50
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 510,998	$ -	$ 424,853	$ 62,283	$ -	$ -	$ -	$ 23,862
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 510,998	$ -	$ 424,853	$ 62,283	$ -	$ -	$ -	$ 23,862

Contractor Initials PJM

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600	**PERSONNEL COSTS**								
601	Salary & Wages	$ 295,761	$ -	$ 248,686	$ 47,076	$ -	$ -	$ -	$ -
602	Employee Benefits	$ 32,464	$ -	$ 28,920	$ 3,544	$ -	$ -	$ -	$ -
603	Payroll taxes	$ 22,626	$ -	$ 19,024	$ 3,601	$ -	$ -	$ -	$ -
	Subtotal	$ 350,851	$ -	$ 296,630	$ 54,221	$ -	$ -	$ -	$ -
610	Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620	**PROFESSIONAL FEES**								
621	Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622	Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624	Accounting	$ 9,460	$ -	$ 9,460	$ -	$ -	$ -	$ -	$ -
625	Audit Fees	$ 12,000	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
626	Legal Fees	$ 175	$ -	$ 75	$ -	$ -	$ -	$ -	$ 100
627	Other Professional Fees/Consult	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
630	**STAFF DEV & TRNG.**								
631	Journals & Publications	$ 444	$ -	$ 444	$ -	$ -	$ -	$ -	$ -
632	In-Service Training	$ 3,000	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
633	Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634	Other Staff Development	$ 420	$ -	$ 420	$ -	$ -	$ -	$ -	$ -
640	**OCCUPANCY COSTS**								
641	Rent	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
642	Mortgage Payments	$ 21,765	$ -	$ 16,476	$ 1,918	$ -	$ -	$ -	$ 3,370
643	Heating Costs	$ 9,759	$ -	$ 7,355	$ 2,154	$ -	$ -	$ -	$ 250
644	Other Utilities	$ 5,374	$ -	$ 3,374	$ 960	$ -	$ -	$ -	$ 1,040
645	Maintenance & Repairs	$ 29,610	$ -	$ 17,578	$ -	$ -	$ -	$ -	$ 12,032
646	Taxes	$ 3,050	$ -	$ 750	$ -	$ -	$ -	$ -	$ 2,300
647	Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650	**CONSUMABLE SUPPLIES**								
651	Office	$ 1,930	$ -	$ 1,900	$ 30	$ -	$ -	$ -	$ -
652	Building/Household	$ 7,060	$ -	$ 4,100	$ -	$ -	$ -	$ -	$ 2,960
653	Educational/Training	$ 160	$ -	$ 160	$ -	$ -	$ -	$ -	$ -
654	Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655	Food	$ 1,680	$ -	$ 1,680	$ -	$ -	$ -	$ -	$ -
656	Medical	$ 435	$ -	$ 435	$ -	$ -	$ -	$ -	$ -
657	Other Consumable Supplies	$ 400	$ -	$ -	$ -	$ -	$ -	$ -	$ 400
660	CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665	DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670	EQUIPMENT RENTAL	$ 2,400	$ -	$ 2,400	$ -	$ -	$ -	$ -	$ -
680	EQUIPMENT MAINTENANCE	$ 13,940	$ -	$ 13,495	$ -	$ -	$ -	$ -	$ 445
	Subtotal page	$ 473,913	$ -	$ 391,733	$ 59,283	$ -	$ -	$ -	$ 22,897

Contractor Initials PJM

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Total Carried Forward		$ 473,913	$ -	$ 391,733	$ 59,283	$ -	$ -	$ -	$ 22,897
700	ADVERTISING	$ 600	$ -	$ 600	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ 300	$ -	$ 300	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 13,008	$ -	$ 9,468	$ 3,000	$ -	$ -	$ -	$ 540
730	POSTAGE/SHIPPING	$ 1,639	$ -	$ 1,333	$ -	$ -	$ -	$ -	$ 306
740	TRANSPORTATION								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 335	$ -	$ 335	$ -	$ -	$ -	$ -	$ -
743	Clients	$ 3,719	$ -	$ 3,719	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ 96	$ -	$ 96	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 3,670	$ -	$ 3,670	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 12,195	$ -	$ 12,076	$ -	$ -	$ -	$ -	$ 119
770	MEMBERSHIP DUES	$ 1,143	$ -	$ 1,143	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ 380	$ -	$ 380	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 510,998	$ -	$ 424,853	$ 62,283	$ -	$ -	$ -	$ 23,862
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Revenue Offset	$ (23,862)							$ (23,862)
	TOTAL PROGRAM EXPENSES	$ 487,136	$ -	$ 424,853	$ 62,283	$ -	$ -	$ -	$ 0
	SURPLUS/(DEFICIT)								
	Total Revenue - Total Expenses (line 49 - 116)	0	0	1	0	0	0	0	(0)
	Verification of Balancing s/b 0	0							

Contractor Initials PM

Date 3/14/2024

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Exhibit C-4, Budget Sheet, Amendment #1

Region: Region 2

Program: The Stepping Stone Drop-in Center Assn

FISCAL PERIOD: FY2026 Proposed

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	**PROG. SERV. FEES**								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	**PROG. SALES**								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	**PUBLIC SUPPORT**								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
435	Other public support	$ 3,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	**FEDERAL FUNDING**								
441	Block Grants	$ 213,546	$ -	$ 185,409	$ 28,137	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ 15,312	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,312
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	**BBH**								
481	Community Mental Health	$ 273,590	$ -	$ 239,444	$ 34,146	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ 50	$ -	$ -	$ -	$ -	$ -	$ -	$ 50
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 510,998	$ -	$ 424,853	$ 62,283	$ -	$ -	$ -	$ 23,862
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 510,998	$ -	$ 424,853	$ 62,283	$ -	$ -	$ -	$ 23,862

Contractor Initials PJM

Date 3/14/2024

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600 PERSONNEL COSTS								
601 Salary & Wages	$ 295,761	$ -	$ 248,686	$ 47,076	$ -	$ -	$ -	$ -
602 Employee Benefits	$ 32,464	$ -	$ 28,920	$ 3,544	$ -	$ -	$ -	$ -
603 Payroll taxes	$ 22,626	$ -	$ 19,024	$ 3,601	$ -	$ -	$ -	$ -
Subtotal	$ 350,851	$ -	$ 296,630	$ 54,221	$ -	$ -	$ -	$ -
610 Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620 PROFESSIONAL FEES								
621 Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622 Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624 Accounting	$ 9,460	$ -	$ 9,460	$ -	$ -	$ -	$ -	$ -
625 Audit Fees	$ 12,000	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
626 Legal Fees	$ 175	$ -	$ 75	$ -	$ -	$ -	$ -	$ 100
627 Other Professional Fees/Consult	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
630 STAFF DEV & TRNG.								
631 Journals & Publications	$ 444	$ -	$ 444	$ -	$ -	$ -	$ -	$ -
632 In-Service Training	$ 3,000	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -
633 Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634 Other Staff Development	$ 420	$ -	$ 420	$ -	$ -	$ -	$ -	$ -
640 OCCUPANCY COSTS								
641 Rent	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
642 Mortgage Payments	$ 21,765	$ -	$ 16,476	$ 1,918	$ -	$ -	$ -	$ 3,370
643 Heating Costs	$ 9,759	$ -	$ 7,355	$ 2,154	$ -	$ -	$ -	$ 250
644 Other Utilities	$ 5,374	$ -	$ 3,374	$ 960	$ -	$ -	$ -	$ 1,040
645 Maintenance & Repairs	$ 29,610	$ -	$ 17,578	$ -	$ -	$ -	$ -	$ 12,032
646 Taxes	$ 3,050	$ -	$ 750	$ -	$ -	$ -	$ -	$ 2,300
647 Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650 CONSUMABLE SUPPLIES								
651 Office	$ 1,930	$ -	$ 1,900	$ 30	$ -	$ -	$ -	$ -
652 Building/Household	$ 7,060	$ -	$ 4,100	$ -	$ -	$ -	$ -	$ 2,960
653 Educational/Training	$ 160	$ -	$ 160	$ -	$ -	$ -	$ -	$ -
654 Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655 Food	$ 1,680	$ -	$ 1,680	$ -	$ -	$ -	$ -	$ -
656 Medical	$ 435	$ -	$ 435	$ -	$ -	$ -	$ -	$ -
657 Other Consumable Supplies	$ 400	$ -	$ -	$ -	$ -	$ -	$ -	$ 400
660 CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665 DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670 EQUIPMENT RENTAL	$ 2,400	$ -	$ 2,400	$ -	$ -	$ -	$ -	$ -
680 EQUIPMENT MAINTENANCE	$ 13,940	$ -	$ 13,495	$ -	$ -	$ -	$ -	$ 445
Subtotal page	$ 473,913	$ -	$ 391,733	$ 59,283	$ -	$ -	$ -	$ 22,897

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Total Carried Forward		$ 473,913	$ -	$ 391,733	$ 59,283	$ -	$ -	$ -	$ 22,897
700	ADVERTISING	$ 600	$ -	$ 600	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ 300	$ -	$ 300	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 13,008	$ -	$ 9,468	$ 3,000	$ -	$ -	$ -	$ 540
730	POSTAGE/SHIPPING	$ 1,639	$ -	$ 1,333	$ -	$ -	$ -	$ -	$ 306
740	TRANSPORTATION								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 335	$ -	$ 335	$ -	$ -	$ -	$ -	$ -
743	Clients	$ 3,719	$ -	$ 3,719	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ 96	$ -	$ 96	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 3,670	$ -	$ 3,670	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 12,195	$ -	$ 12,076	$ -	$ -	$ -	$ -	$ 119
770	MEMBERSHIP DUES	$ 1,143	$ -	$ 1,143	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ 380	$ -	$ 380	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 510,998	$ -	$ 424,853	$ 62,283	$ -	$ -	$ -	$ 23,862
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Revenue Offset	$ (23,862)							$ (23,862)
	TOTAL PROGRAM EXPENSES	$ 487,136	$ -	$ 424,853	$ 62,283	$ -	$ -	$ -	$ 0
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	0	0	1	0	0	0	0	(0)
	Verification of Balancing s/b 0	0							

Contractor Initials DS

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE STEPPING STONE DROP-IN CENTER ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 08, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **235613**

Certificate Number: **0006575727**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of February A.D. 2024.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Cove Meri Nichols, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Stepping Stone Drop-in Center Assn.
(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 February 15, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Paul J. Marinelli, Board Treasurer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Stepping Stone Drop-in Center Assn 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 was **valid thirty (30) days prior to and 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: 2/29/24



Signature of Elected Officer

Name: Cove Meri Nichols

Title: Board Secretary

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ROWLEY AGENCY 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Maureen Demick PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8612 E-MAIL ADDRESS: mdemick@rowleyagency.com
INSURED Stepping Stone Drop in Center Association 108 Pleasant Street Claremont NH 03743	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Insurance Company INSURER B: Eastern Alliance Insurance Co. — 10724 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 24-25 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2652206	3/22/2024	3/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			PHPK2652210	3/22/2024	3/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			01-125157-2024A 3.A. States: NH Excluded: Cove Nichols, Mark Nichols, Paul Marinelli	3/22/2024	3/22/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance - Employee Dishonesty - Limit: $30,000 - Deductible: $500 (Part of Policy PHPK2231393 - Policy Dates 3/22/21 - 3/22/22

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maureen Demick/DEMICK

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The Stepping Stone Drop-in Center Association

Mission Statement

To support our mental health peers on their personal paths toward wellness within a community free from judgment where we share feelings, experiences, and tools in a respectful way.

Approved by Board of Directors 3/13/19

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Financial Statements

STEPPING STONE DROP-IN CENTER ASSOCIATION

FOR THE YEARS ENDED
JUNE 30, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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STEPPING STONE DROP-IN CENTER ASSOCIATION

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
DOVER • WOLFEBORO
NORTH CONWAY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Stepping Stone Drop-In Center Association

Opinion

We have audited the accompanying financial statements of Stepping Stone Drop-In Center Association (a New Hampshire nonprofit corporation), which compromise the statements of financial position as of June 30, 2023 and 2022, and the related statements of functional expenses and cash flows for the years then ended, the related notes to the financial statements, and the related statement of activities for the year ended June 30, 2023.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Stepping Stone Drop-In Center Association as of June 30, 2023 and 2022, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Stepping Stone Drop-In Center Association and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Stepping Stone Drop-In Center Association's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Stepping Stone Drop-In Center Association's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Stepping Stone Drop-In Center Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited Stepping Stone Drop-In Center Association's 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 11, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

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Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Revenue, Support and Expenses on page 17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
October 5, 2023

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STEPPING STONE DROP-IN CENTER ASSOCIATION

STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash, undesignated	$ 22,360	$ 27,403
Cash, designated	-	17,955
Accounts receivable	8,004	9,097
Grants receivable	97,046	50,855
Prepaid expenses	5,558	6,130
Total current assets	132,968	111,440
PROPERTY		
Building	453,689	453,689
Equipment	75,529	75,529
Total	529,218	529,218
Less: accumulated depreciation	(268,072)	(248,052)
Property, net	261,146	281,166
TOTAL ASSETS	$ 394,114	$ 392,606

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long-term debt	$ 15,852	$ 15,366
Accounts payable and accrued expenses	2,965	3,915
Accrued payroll and related liabilities	31,201	12,857
Refundable advances, designated	-	17,955
Total current liabilities	50,018	50,093
LONG-TERM DEBT, NET OF CURRENT PORTION SHOWN ABOVE	135,122	150,729
Total liabilities	185,140	200,822
NET ASSETS		
Without donor restrictions	208,914	191,724
With donor restrictions	60	60
Total net assets	208,974	191,784
TOTAL LIABILITIES AND NET ASSETS	$ 394,114	$ 392,606

See Notes to Financial Statements

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STEPPING STONE DROP-IN CENTER ASSOCIATION

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
REVENUES AND SUPPORT				
Grants	$ 470,334	$ -	$ 470,334	$ 361,069
Third-party reimbursements	17,955	-	17,955	10,284
Contributions	4,970	-	4,970	7,207
Rental income	13,992	-	13,992	12,672
Other income	20,962	-	20,962	9,059
Total revenues and support	528,213	-	528,213	400,291
EXPENSES				
Program services	468,610	-	468,610	361,730
Management and general	42,413	-	42,413	30,848
Total expenses	511,023	-	511,023	392,578
CHANGES IN NET ASSETS	17,190	-	17,190	7,713
NET ASSETS, BEGINNING OF YEAR	191,724	60	191,784	184,071
NET ASSETS, END OF YEAR	$ 208,914	$ 60	$ 208,974	$ 191,784

See Notes to Financial Statements

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STEPPING STONE DROP-IN CENTER ASSOCIATION

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023

	Program Services	Management and General	Total
Salaries and wages	$ 269,756	$ 30,380	$ 300,136
Occupancy costs	40,280	407	40,687
Utilities	27,676	280	27,956
Employee benefits	19,335	8,286	27,621
Payroll taxes	19,594	2,208	21,802
Depreciation	20,020	-	20,020
Audit and accounting fees	19,854	-	19,854
Insurance	15,446	-	15,446
Telephone	11,545	608	12,153
Interest expense	5,948	-	5,948
Staff development and training	2,215	-	2,215
Office supplies and expense	1,742	92	1,834
Legal fees	1,559	-	1,559
COVID-19 expenses	1,195	-	1,195
Travel	801	42	843
Client consumables	767	-	767
Other	10,877	110	10,987
Total	$ 468,610	$ 42,413	$ 511,023

See Notes to Financial Statements

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STEPPING STONE DROP-IN CENTER ASSOCIATION

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

	Program Services	Management and General	Total
Salaries and wages	$ 186,465	$ 20,718	$ 207,183
Occupancy costs	31,398	468	31,866
Employee benefits	16,699	7,157	23,856
Audit and accounting fees	21,647	-	21,647
Depreciation	20,196	-	20,196
Payroll taxes	17,571	1,528	19,099
Utilities	17,142	173	17,315
Insurance	13,879	-	13,879
Telephone	10,785	568	11,353
Statewide training fees	10,284	-	10,284
Interest expense	5,630	-	5,630
Office supplies and expense	1,753	112	1,865
COVID-19 expenses	1,834	-	1,834
Staff development and training	1,818	-	1,818
Travel	860	96	956
Legal fees	449	-	449
Client consumables	284	-	284
Other	3,036	28	3,064
Total	$ 361,730	$ 30,848	$ 392,578

See Notes to Financial Statements

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STEPPING STONE DROP-IN CENTER ASSOCIATION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 17,190	$ 7,713
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation	20,020	20,196
(Increase) decrease in assets:		
Accounts receivable	1,093	(4,993)
Grants receivable	(46,191)	(20,437)
Prepaid expenses	572	62
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(950)	(717)
Accrued payroll and related liabilities	18,344	955
Due to State of New Hampshire	-	(12,000)
Refundable advances, designated	(17,955)	2,609
NET CASH USED IN OPERATING ACTIVITIES	(7,877)	(6,612)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long-term debt	(15,121)	(14,974)
NET CASH USED IN FINANCING ACTIVITIES	(15,121)	(14,974)
NET DECREASE IN CASH AND DESIGNATED CASH	(22,998)	(21,586)
CASH AND DESIGNATED CASH, BEGINNING OF YEAR	45,358	66,944
CASH AND DESIGNATED CASH, END OF YEAR	$ 22,360	$ 45,358
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 5,948	$ 5,630
CASH BALANCES		
Undesignated cash	$ 22,360	$ 27,403
Designated cash	-	17,955
Total cash and designated cash	$ 22,360	$ 45,358

See Notes to Financial Statements

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NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Stepping Stone Drop-In Center Association (the Association) is a nonprofit organization incorporated under the laws of the State of New Hampshire on September 8, 1995. The Association is a voluntary, non-profit, educational, social, peer support association formed to support and assist people who are, have been, or could be at risk of becoming a consumer of psychiatric and/or psychological services. Services include provision of community resources to consumers through mutual peer support, education of the public regarding human and civil rights of the consumers, as well as societal responsibility for supporting those rights. In addition, Stepping Stone Drop-In Center Association provides assistance and support to consumers in their efforts to improve their own quality of life. Program support is derived primarily from grant contracts through the State of New Hampshire.

Basis of Accounting

The financial statements of the Association have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements of the Association have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Association to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Association or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and the 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 reported period. Actual results could differ from those estimates.

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Risks Related to COVID-19
Management continues to evaluate the effects of the novel coronavirus (COVID-19) matter, considering the facts and circumstances related to the impact of the virus on the Association's industry and has concluded that while it is reasonably possible that the virus could have a negative impact on the Association's financial position and, operations, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Accounts Receivable
Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management closely monitors outstanding balances and writes off all balances deemed uncollectible. No allowance for doubtful accounts was considered necessary at June 30, 2023 and 2022.

Grants Receivable
Grants receivable consist of amounts due for reimbursement from BMHS. No allowance is recorded because all amounts are expected to be fully reimbursed by the federal government. Interest is not allowed and is not accrued on any grants receivable balances.

Leases
The Association determines whether to account for its leases as operating capital or financing leases depending on the underlying terms of the lease agreement. This determination of classification requires significant judgment relating to certain information, including the estimated fair value and remaining economic life of the leased assets, minimum lease payments, and other lease terms.

Advertising
The Association expenses advertising costs as incurred.

Property and Depreciation
Property is stated at cost or fair value at date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is computed using straight-line methods over the estimated lives of the related assets as follows:

Equipment	5 - 7 years
Buildings	39 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized with authorization from the State of New Hampshire. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized.

Depreciation expense was $20,020 and $20,196 for the years ended June 30, 2023 and 2022, respectively.

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Income Taxes

The Association is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Association to be other than a private foundation. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements. Management has evaluated the Association's tax positions and concluded that the Association has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to the financial statements.

Fair Value of Financial Instruments

The Association's financial instruments consist of cash and short-term receivables and payables. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2023 and 2022.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Occupancy costs have been grouped and allocated to the programs as a line item. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

Expense	Method of allocation
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Direct assignment
All other expenses	Direct assignment

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Association reports the support as net assets without donor restrictions.

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. No amounts have been reflected in the statements for donated services, as no objective basis is available to measure the value of such services; however, a number of volunteers have donated time to the Association's program services. The Board of Directors serves in a volunteer capacity.

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Revenue Recognition

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU is a comprehensive revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Contracts and transactions with customers predominantly contain a single performance obligation.

The Association records the following exchange transaction revenue in its statements of activities for the years ended June 30, 2023 and 2022:

Rental Income – Revenue from the rent of a residential apartment unit is recognized over time when rents become due.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Association's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

New Accounting Pronouncement

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires, all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The Association elected not to restate the comparative period. The Association also elected not to reassess at adoption (i) expired or existing contracts to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, (iii) initial direct costs for existing leases. Results for periods beginning prior to July 1, 2022 continue to be reported in accordance with the Association's historical accounting treatment. The adoption of ASU 2016-02 did not have a material impact on the Association's results of operations and cash flows.

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Subsequent Events

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date.

Management has evaluated subsequent events through October 5, 2023, the date the June 30, 2023 financial statements were available for issuance.

NOTE 2 LIQUIDITY AND AVAILABILITY

The following represents the Association's financial assets as of June 30, 2023 and 2022:

	2023	2022
Cash and designated cash	$ 22,360	$ 45,358
Accounts receivable	8,004	9,097
Grants receivable	97,046	50,855
Total financial assets	127,410	105,310
Less amounts not available to be used within one year:		
Net assets with donor restrictions	60	60
Cash, designated	-	17,955
Amounts not available within one year	60	18,015
Financial assets available to meet general expenditures over the next twelve months	$ 127,350	$ 87,295

The Association's goal is generally to maintain financial assets to meet 60 days of operating expenses (approximately $81,000 and $61,000 at June 30, 2023 and 2022, respectively).

NOTE 3 DESIGNATED CASH

Certain grant awards contain provisions requiring the Association to maintain separate cash accounts. Amounts deposited in these accounts are designated as to use and are not available for day to day operations. There was no designated cash as of June 30, 2023. As of June 30, 2022, designated cash aggregated $17,955.

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NOTE 4 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30, 2023 and 2022:

	2023	2022
Mortgage note payable to a bank in monthly installments of $533 for principal and interest through June of 2033. Interest was stated at 9% and 6.125% at June 30, 2023 and 2022, respectively. The note is secured by certain real estate of the Association.	$ 41,832	$ 44,771
Mortgage payable to a bank in monthly installments of $1,281 for principal and interest through May of 2031. Interest is stated at the five year treasury rate plus 1.5% (adjusted every three years) which resulted in an interest rate of 2.75% at June 30, 2023 and 2022. The note is secured by certain real estate of the Association.	109,142	121,324
	150,974	166,095
Less current portion due within one year	(15,852)	(15,366)
Total long-term debt	$ 135,122	$ 150,729

The scheduled maturities of the long-term debt at June 30, 2023 were as follows:

Year Ending June 30	Amount Due
2024	$ 15,852
2025	16,354
2026	16,873
2027	17,409
2028	17,963
Thereafter	66,523
Total	$ 150,974

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NOTE 5 REFUNDABLE ADVANCES, DESIGNATED

Under the terms of the service agreement with the Bureau of Mental Health Services (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, the Association was required to segregate amounts received in excess of allowable expenses. As of June 30, 2022, funds set aside in accordance with this requirement amounted to $17,955. During the year ended June 30, 2023, BMHS changed the terms of the service requirement to no longer require the Association to segregate amounts received in excess of allowable expenses. Due to the change in this requirement, there were no funds set aside as of June 30, 2023.

NOTE 6 ECONOMIC DEPENDENCY

Over 92% and 93% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services for the years ended June 30, 2023 and 2022, respectively. The future existence of the Association is dependent upon the funding policies and continued support of this source. The loss of this funding could have a material adverse effect on the Association.

NOTE 7 LEASE AGREEMENT

The Association entered into a lease agreement in April of 2018. The tenant was to pay the Association $1,200 per month with the lease expiring as of April 30, 2022, which was extended to April of 2023 during the fiscal year. The lease continues on a month-to-month basis until either party terminates the lease. The lease was amended January 1, 2023 to increase the monthly rate to $1,450. The Association received $13,992 and $12,672 in rental income for the years ended June 30, 2023 and 2022, respectively.

NOTE 8 NET ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2023 and 2022:

	2023	2022
Special Purpose Restrictions:		
Various donations	$ 60	$ 60
Total net assets with donor restrictions	$ 60	$ 60

NOTE 9 CONTINGENCIES – GRANT COMPLIANCE

The Association receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Association is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Association might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2023 and 2022.

NOTE 10 RETIREMENT BENEFITS

The Association, at its discretion, may match eligible employees' individual retirement account contributions up to 3% of the employees' wages. These retirement benefits amounted to $4,182 and $2,799 for the years ended June 30, 2023 and 2022, respectively, and were recorded under employee benefits on the accompanying Statements of Functional Expenses.

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STEPPING STONE DROP-IN CENTER ASSOCIATION

SCHEDULE OF FUNCTIONAL REVENUE, SUPPORT AND EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Stepping Stone	Next Step	Warm Line	Total BBH Funds	Other Non-BBH Programs	2023 Total	2022 Total
REVENUES AND SUPPORT							
Grants	$ 278,530	$ 113,949	$ 77,855	$ 470,334	$ -	$ 470,334	$ 361,069
Third-party reimbursements	-	-	-	-	17,955	17,955	10,284
Contributions	-	-	-	-	4,970	4,970	7,207
Rental income	-	-	-	-	13,992	13,992	12,672
Other income	487	-	-	487	20,475	20,962	9,059
Total revenues and support	$ 279,017	$ 113,949	$ 77,855	$ 470,821	$ 57,392	$ 528,213	$ 400,291
EXPENSES							
Salaries and wages	$ 169,908	$ 66,428	$ 58,600	$ 294,936	$ 5,200	$ 300,136	$ 207,183
Occupancy costs	23,890	9,271	-	33,161	7,526	40,687	31,866
Utilities	9,696	4,781	4,378	18,855	9,101	27,956	17,315
Employee benefits	22,643	2,540	2,438	27,621	-	27,621	23,856
Payroll taxes	12,145	5,098	4,505	21,748	54	21,802	19,099
Depreciation	-	-	-	-	20,020	20,020	20,196
Audit and accounting fees	14,886	4,968	-	19,854	-	19,854	21,647
Insurance	11,400	3,929	-	15,329	117	15,446	13,879
Telephone	4,877	4,312	2,964	12,153	-	12,153	11,353
Interest expense	1,932	2,489	828	5,249	699	5,948	5,630
Staff development and training	1,906	309	-	2,215	-	2,215	1,818
Office supplies and expense	1,427	407	-	1,834	-	1,834	1,866
Legal fees	1,559	-	-	1,559	-	1,559	449
COVID-19 expenses	-	-	-	-	1,195	1,195	1,834
Travel	696	147	-	843	-	843	955
Client consumables	638	129	-	767	-	767	284
Statewide training fees	-	-	-	-	-	-	10,284
Other	2,987	-	-	2,987	8,000	10,987	3,064
Total expenses	$ 280,590	$ 104,808	$ 73,713	$ 459,111	$ 51,912	$ 511,023	$ 392,578

See Notes to Financial Statements

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The Stepping Stone Drop-in Center Association

BOARD OF DIRECTORS
February 15, 2024

PRESIDENT
Mark Nichols
Joined on: 7/2021
Term #: 1
Term length: 3 yrs
Expiration: 2024

VICE PRESIDENT
Suellen Griffin
Joined on: 1/2021
Term #: 1
Term length: 3 yrs
Expiration: 2024

SECRETARY
Cove M Nichols
Joined on: 9/2023
Term #: 1
Term length: 3 yrs
Expiration: 2026

TREASURER
Paul Marinelli
Joined on: 2/2015
Term #: 3
Term length: 3 yrs
Expiration: 2024

Willard Metcalfe
Joined on: 3/2023
Term #: 1
Term length: 3 yrs
Expiration: 2026

Angela Montano
Joined on: 9/2023
Term #: 1
Term length: 3 yrs
Expiration: 2026

Emily Rose
Joined on: 7/2023
Term #: 1
Term length: 3 yrs
Expiration: 2026

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Susan E. Seidler

[redacted]

Objective

To be a member of an organization with a firm commitment to its mission and which aligns with my commitment to intentional peer support, diversity, exceptional work quality, teamwork, personal growth and development, and innovative ideas.

Skills

I have experience in management, including over 30 years of supervisory experience. My organizational strengths include systems thinking, project management, communication, organization, initiative, attention to detail, multi-tasking, discretion, problem-solving, troubleshooting, creativity, sense of humor, and teamwork.

I am proficient in Mac- and PC-based operating systems and software programs.

Experience

8/2023-Present — **Greater Upper Valley Integrated Services Team (GUVIST) Executive Committee**

10/2021-Present — **Health Resources and Services Administration Rural Behavioral Health Workforce Leadership Council**

10/2018-1/2022 — **Region 1 IDN Executive Committee**

12/2006-Present — **The Stepping Stone Drop-In Center Association** — **Claremont, NH**
(aka Stepping Stone & Next Step Peer Support)

1/2014-Present: Executive Director

- Provide overall management of the organization, including program development, resource allocation, and business operations.
- Establish clear goals and direction for the organization.
- Inspire and lead a diverse team of professionals as well as the Management Team.
- Advise and inform the Board of Directors.
- Champion the organization's vision, goals, and values.
- Promote the principles and values of Intentional Peer Support, WRAP®, and Peer Respite internally and within the greater community.

2/2007-1/2014: Site & Program Supports Coordinator

- Oversaw the Stepping Stone site and all aspects of program supports and staff supervision.
- Practiced and modeled peer support.
- Participated as member of the Management Team.
- Maintained accurate and reliable program statistics for BBH contract compliance, Board of Director reports, and Food Bank requirements; submitted same according to established timelines.
- Co-facilitated monthly staff meetings.
- Maintained Intentional Peer Support certification and attended trainings as required and recommended.
- Produced monthly newsletter and oversaw distribution.
- Participated as member of Fundraising Committee and PR sub-committee.
- Collaborated with the Executive Director on RFP, budgeting, audit, and contracts.
- Oversaw business office and human resources functions, including payroll, earned time records, and staff schedule.

12/2006-2/2007: Interim Executive Director

6/2005-12/2006 — **Kendal at Hanover** — **Hanover, NH**

Health Services Administrative Assistant

- Provided direct support to the Director of Resident Health Care Services and the Director of Nursing; administrative support to the Health Services Management Team and nursing staff.
- Coordinated and scheduled staff development activities and training for the Health Services department, including maintenance of HealthStream database of credit hours.
- Provided help desk and in-depth training in computer software.
- Participated on the Pharmacy Committee, which included analysis of medication use within Kendal's resident contracts and selection of Medicare D provider.

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Susan E. Seidler

[redacted]

Experience continued

1983-6/2005 **United Developmental Services** **Lebanon, NH**

1987-2005: Administrative Assistant for Operations

- Supervised administrative support staff.
- Provided direct support to the Chief Operating Officer/Chief Financial Officer.
- Developed and coordinated efficient and effective office procedures.
- Prepared and disseminated annual budget and funding proposals within established deadlines; prepared *ad hoc* statistical reports; performed data entry and quality control for various State-mandated reports; performed miscellaneous accounting duties; signed company checks.
- Developed and reviewed internal systems to prepare for yearly State inspections of over 30 residences; refined infrastructure according to changes in State and Federal standards.
- Maintained telephone and voice messaging systems, including orientation, training, and programming in accordance with staff preference and company policy.

Ad hoc Responsibilities: member of UDS committees on Recruitment, Compensation, Downsizing, Criminal Justice, and Workplace Violence; member of State of NH DHHS committee to revise State certification requirements and evaluation tools; officer on UDS's HIPAA committee.

1996-2005: Network Administrator (concurrently with AA for Operations)

- Provided support across multiple sites in the administration and maintenance of a Windows-based network for 50+ users in accordance with user preference and company protocols.
- Provided help desk and in-depth training in all aspects of computer hardware and software.
- Developed and maintained data systems to track and graph program utilization and contract compliance.
- Participated in monthly meetings of the NH Bureau of Developmental Services Shared IT Group.

1983-1987: Secretary, Early Intervention Program

Volunteerism

NH Notary Public

West Central Behavioral Health – Board Member 5/2022-Present

New Hampshire Peer Voice – Treasurer, Board of Directors 7/2017-9/2021

Stepping Stone – Board of Directors 2003-2006; Treasurer 2004-2006

Education

Complaint Investigation – NH Division of Health & Human Services Bureau of Mental Health Services

Certified in Intentional Peer Support – Shery Mead Consultants (aka Intentional Peer Support, LLC)

WRAP® Overview – The Copeland Center

Warmline and Peer Respite – NH State Trainers certified by Intentional Peer Support, LLC

NH Grants Institute – NH Center for Nonprofits

Granite State College (University System of NH)

AA, General Studies, Concentration in Business Management, Organizational Development, and Finance

Additional coursework in database development, network management, and accounting

References

References are available on request.

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Shanon Laferte

[redacted]

Experience

Program Director, Stepping Stone & Next Step Peer Support Centers

7/1/2022-Current

Supervise assigned staff; open mail; produce Newsletter, staff schedule, sign-up sheets; plan Educational Events, trips, and events; screen requests for Respite as well as update files as needed; produce payroll summary for the bookkeeper; clerical support; gather data for program statistics, provide on-call on a rotating basis; other duties as assigned

Program Coordinator, Stepping Stone & Next Step Peer Support and Respite Centers

5/2021-6/30/2022

Supervise assigned staff; open mail; produce Newsletter, staff schedule, sign-up sheets; plan Educational Events, trips, and events; screen requests for Respite as well as update files as needed; produce payroll summary for the bookkeeper; clerical support; gather data for program statistics, provide on-call on a rotating basis; other duties as assigned

Support Coordinator, Stepping Stone & Next Step Peer Support and Respite Centers

8/2014-5/2021

Produce Newsletter, staff schedule, sign-up sheets; plan Educational Events, trips, and events; screen requests for Respite as well as update files as needed; produce payroll summary for the bookkeeper; clerical support; gather data for program statistics; other duties as assigned

I have my certification in IPS (2012); Completion of Administration training (2012); WRAP® 101 (2012); WRAP® Overview (2013); IPS Refresher (2015, 2016, and 2018); Sexual Harassment training (annual); Members Rights training (annual); Excel Advanced training (2018), Complaint Investigation training (2022 & 2023).

Assistant Coordinator, Stepping Stone & Next Step Peer Support and Respite Centers

10/2010-8/2014

Statistics involving daily calls, number of daily visits, Warmline, Crisis Respite; clerical; promote Wellness; other duties as assigned

Floor, Warmline & Crisis Respite worker, Stepping Stone & Next Step Peer Support and Respite Centers

5/2009-10/2010

Check in with Members, make & take phone calls, 1-on-1 Peer Support, facilitate groups.

Durgin & Crowell Lumber Mill

5/2005-2/2006

Cleaned Machines

Rugerio's

1/2004-3/2005

Head cook; prep work; team player

Payless Asphalt

6/2002-11/2003

Worked with Asphalt & gravel in residential areas

Education

1997 Belmont High School, Belmont NH.

References furnished upon request

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HEATHER BACHLER

[redacted]

SKILLS & ABILITIES

Computer Skills

- Comfortable with using Windows XP
- Adept at MS word
- Able to perform data entry
- Able to quickly learn new applications

Organization/Planning

- Planned and organized projects for community fundraising.
- Managed family home and finances while spouse was stationed overseas.
- Complimented me for always achieving my stated goal.
- Can identify a specific problem and generate creative solutions.
- Followed procedures and protocols when completing assignments.

Communication/Teamwork

- Participated in a functioning team in a fast-food restaurant.
- Met production goals for customer service.
- Established good relationships with co-workers through use of interpersonal communication skills.

Customer Service

- Provided a welcoming environment for customers.
- Identified issues and provided resolutions between colleagues and customers.
- Adept at handling a multi-line phone.

EXPERIENCE

9/28/2023-Current	**Stepping Stone**	**Claremont, NH**
9/28/2023-Current	Peer Support Center Staff: Check in with Members, Make & take phone calls, 1 on 1 Peer Support, facilitate groups.	
3/2018-7/14/2021	Floor and Respite: Check in with Members, Make & take phone calls, 1 on 1 Peer Support, facilitate groups, Check in with Guests, Crisis support.	
6/2023-7/2023	**North Country Smoke House: Put meats on the slicer**	**Claremont, NH**
2004	**Westaff: Multiple Assignments, General Laborer**	**Claremont, NH**
2004-2005	**Tri-state Professionals: Multiple Assignments, General Laborer**	**Claremont, NH**
2002	**McDonald's: Associate**	**Newport, NH**

EDUCATION:

2006-2007 Sugar River Valley Technical Center, Claremont, NH

References upon request

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MEGAN CROSS

[redacted]

EXPERIENCE

05/8/23-Current	Stepping Stone & Next Step Peer Support Center Staff & Warmline Staff: Check in with members, Make & take phone calls, 1 on 1 Peer Support, facilitate groups.	Lebanon, NH
05/21 – Current	Hanover Inn Clean rooms and public spaces. Participate on two (2) committees	Hanover, NH
2019 – Current	Jack Kauders Clean his office & home, clean out rental properties after tenants leave	Hartford, VT
2008-2010	Voices Against Violence Supported victims in court and with finding support in the community, outreach projects, crisis line, supporting victims in shelters	Plymouth, NH

EDUCATION

Newfound Regional High school, Bristol, NH

Plymouth State University, Plymouth, NH

Bachelor of Science, Social work

References upon request

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JOAN GREY [redacted]

SUMMARY: I would like a position working with children or young adults. I was a professional "nanny" for 10 years, and have also worked with special needs young people. Children are fun to be around, and I especially enjoy the challenge and the reward that comes from knowing you're making a difference in their lives. Working with developmentally disabled youngsters has brought a great deal of joy and satisfaction into my life.

WORK EXPERIENCE

Warmline Staff 6/17/22-Current
Stepping Stone, Claremont, NH

Community Support Aide 2004
Lincoln Street, Springfield, VT

Special Needs Paraprofessional 2003 - 2004
Windsor/Hartland School District
Windsor, VT

Community Outreach Worker 2000 - 2001
West Central Behavioral Health, Claremont, NH

Home Health Care Aide (self-employed) 1993, 1997, 1998
Quechee, VT, and Seattle, WA

C.N.A. 1990 - 1992
Crista Senior Community, Seattle, WA

Professional Nanny (Seattle, Washington and New Haven, CT) 1979 - 1995
Dr. and Mrs. Arthur Broadus
Patricia Birchman
The Worm family

EDUCATION

Master's level work in Theology 1985 - 1988
Regent College, Vancouver, BC, Canada

B.S. Physical Education 1985
Southern Connecticut State University, New Haven, CT

Certificate in Community Social Services 2001
NH Community Technical College, Claremont, NH

Teaching Certificate (grades K-12) Washington
Certified Nursing Assistant

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AMBER HEBERT

[redacted]

EXPERIENCE

03/16-Current	Peer Support Center Staff and cook, Next Step Peer Support Center	Lebanon, NH
	• Check in with members, Make & take phone calls, 1 on 1 Peer Support, facilitate groups.	
01/14-8/17/15	Peer Support Center Staff and cook, Next Step Peer Support Center	Lebanon, NH
	• Check in with members, Make & take phone calls, 1 on 1 Peer Support, facilitate groups.	
08/13 – 12/13	Sandwich maker, Subway	Milford, NH
2000 – 2003	Lead teacher, Elliot Hospital Child Care Center	Manchester, NH
1999	Lead teacher, SNHS early Head Start	Manchester, NH

EDUCATION

Lebanon High School, Lebanon, NH

Hesser College, Manchester, NH

Business Science

References upon request

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CHRIS MANNS

[redacted]

EXPERIENCE

6/2021-Current — Administrative Assistant, Stepping Stone/Next Step — Claremont, NH

- Make copies, scan, file and fax as needed; distribute checks and back-up documentation; maintain inventory and place orders as needed; maintain the calls list and updates as needed; assist in internal and outgoing correspondence and proofread communications; maintain official documents and permanent records; dispose of records in a secure manner according to the records retention policy; project management support; other duties as assigned.

2009-Current — Peer Support Center Staff and Warmline Staff, Stepping Stone/Next Step — Lebanon, NH

- Check in with members, Make & take phone calls, 1 on 1 Peer Support, facilitate groups.

2017-1/12/22 — Personal Care Attendant, Lakes Region Community Services — Laconia, NH

- Cleaning, shopping, driving, Activities of daily living for client.

2009-2011 — Maintenance Worker, Aslan's Maintenance — Lebanon, NH

- Performing various janitorial and custodial duties for local business.

2004-2006 — Wildlife Services and Rehabilitation Intern, VINS Nature Center — Woodstock/Quechee, VT

- Assisting in the treatment and rehabilitation of injured native and migratory bird species.
- Performing daily husbandry tasks for avian and other live animal residents.
- Daily cleaning and upkeep of indoor and outdoor animal facilities and aviaries.
- Daily food prep and feeling of raptors, reptiles, and song birds.
- Handling of raptors, waterfowls, songbirds and a few reptile species.

EDUCATION

1997-2002 — Associates Computer Science, Keene State College

1993-1997 — High School Diploma, Lebanon High School

References upon request

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SCOTT MCCORMACK

[redacted]

EXPERIENCE

8/2019-Current	Warmline, Stepping Stone • Make & take phone calls.	Claremont NH
3/2007-Current	Peer Support Assistant, On The Road to Wellness	Manchester, NH
7/2009-4/2018	Warmline, Lakes Region Consumer Advisory Board	Laconia, NH

EDUCATION

1985-1989	Salem High School, Salem, NH
2005-2009	Granite State College, Manchester, NH Associates General studies
2009-2011	Granite State College, Manchester, NH Bachelors in behavioral health

REFERENCES UPON REQUEST

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THERESA PARTRIDGE

[redacted]

EXPERIENCE

2015-Current	**Stepping Stone**	**Claremont, NH**
2015-Current	Peer Support Center Staff:	
	Check in with Members, Make & take phone calls, 1 on 1 Peer Support, facilitate groups.	
2015-6/30/22	Peer Respite Staff:	
	Check in with Guests, 1 on 1 Peer Support, crisis support.	
2002-2003	Floor, Warmline, Respite:	
	Check in with Members, Make & take phone calls, 1 on 1 Peer Support, facilitate groups,	
	Check in with Guests, Crisis support.	
2009-Current	**Baking pastries for customers**	**Claremont, NH**
2012-2015	**Landscaping for different clients**	**Claremont, NH**
2008	**Workshops at Turning Point Network**	**Claremont, NH**
2003-2007	**West Central Behavioral Health Peer Work**	**Claremont, NH**

EDUCATION

2001-2003	**Voc. Tech**	**Claremont, NH**
1981-1982	**Kearsarge High School**	**Kearsarge, NH**

References upon request

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KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name: **The Stepping Stone Drop-in Center Association**

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Susan E Seidler	Executive Director	100.00%	$ 83,200.00
Shanon Laferte	Program Director	100.00%	$ 54,080.00
Heather Bachler	Peer Support Center & Warmline Staff	100.00%	$ 15,912.00
Megan Cross	Peer Support Center & Warmline Staff	100.00%	$ 16,848.00
Joan Grey	Warmline Staff	100.00%	$ 9,360.00
Amber Hebert	Peer Support Center Staff	100.00%	$ 22,464.00
Chris Manns	Peer Support Center Staff & Admin Asst	100.00%	$ 16,848.00
Scott McCormack	Warmline Staff	100.00%	$ 3,744.00
Theresa Partridge	Peer Support Center Staff	100.00%	$ 26,208.00
Staff Meetings	All	100.00%	$ 5,185.00
Vacant	Peer Support Center Staff	100.00%	$ 8,424.00
Vacant	Driver	100.00%	$ 13,000.00
Vacant	Driver	100.00%	$ 13,000.00
Vacant	Marketing Asst	100.00%	$ 7,488.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 3, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $7,586,542 to operate Peer Support Agencies for the provision of peer support to individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services, with the option to renew for up to four (4) additional years, effective July, 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 39% Federal Funds. 61% General Funds.

Contractor Name	Vendor Code	Area Served & Office Locations	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Region VIII Portsmouth	$706,686
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Region VI Nashua	$1,125,368
Infinity Peer Support Cooperative (Rochester)	157797-B001	Region IX Rochester	$560,608
Lakes Region Consumer Advisory Board (Laconia, NH)	157060-B001	Regions III & IV Laconia & Concord	$980,936
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Region V Keene	$799,798
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Regions VII & X Manchester & Derry	$1,193,564
The Alternative Life Center (Conway, NH)	168081-B001	Region I Conway, Colebrook, Littleton, & Berlin	$1,245,310
The Stepping Stone Drop-In Center Association (Claremont, NH)	157697-B001	Region II Claremont & Lebanon	$974,272
		Total:	**$7,586,642**

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to operate Peer Support Agencies (PSA) for the provision of peer support for individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

Approximately 2,500 individuals will be served during State Fiscal Years 2023 and 2024.

New Hampshire's 10-year mental health plan emphasizes the importance of increasing access to and utilization of peer services. PSAs are physically located in each of the ten (10) Mental Health Regions wherein trained peers provide Intentional Peer Support (IPS) that helps individuals become more empowered and less dependent on the clinical mental health system. Contractors will provide peer support services that foster recovery from mental illness and promote self-advocacy. By providing peer support, peer education, and peer programming, the Contractors will assist individuals to develop skills to manage and cope with symptoms of illness, and to identify and use natural supports. Warmline services will be available statewide through telephonic peer support to assist individuals with addressing a current crisis related to their mental health during hours when a PSA is closed for services. Peer Respite, a 24-hour short-term, seven (7) day, non-clinical program designed as an alternative to hospitalization will also be offered in Mental Health Regions V and VI.

The Department will monitor services by reviewing monthly, quarterly, and annual reports provided by the Contractor.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subparagraph 1.2. of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of peer support services that facilitate wellness and recovery from mental illness will not receive peer support services; leaving them at risk of needing mental health services from the Community Mental Health Centers and/or from local hospitals, which are more costly alternatives to peer support services.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM083816

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 1-4 and 7-10

	Maximum Points Available	(R1) Alternative Life Center	(R1) TrueCare24	(R2) The Stepping Stone Drop-In Center Association	(R3) Lakes Region Consumer Advisory Board	(R4) Lakes Region Consumer Advisory Board	(R7) On the Road to Wellness	(R8) Connections Peer Support Center	(R9) Infinity Peer Support	(R10) On the Road to Wellness
Technical										
Ability Q1	40	33	15	38	20	20	40	40	25	40
Staffing Q2	25	20	7	20	7	7	24	24	12	24
Collaboration Q3	30	26	5	27	15	15	26	30	15	26
TOTAL POINTS	95	79	27	85	42	42	90	94	52	90

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BMHS-01-PEERS

Project Title :Peer Support Agencies Regions 5 and 6

	Maximum Points Available	(R5) Monadnock Area Peer Support Agency	(R6) H.E.A.R.T.S PSA
Technical			
Ability Q1	40	40	32
Staffing Q2	25	24	16
Collaboration Q3	30	30	29
Ability for Peer Respite Q4	40	40	20
Experience with Peer Respite Q5	25	23	20
TOTAL POINTS	160	157	117

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92204118					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
2024	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
Subtotal			**$ 414,476.00**	$ -	**$ 414,476.00**
The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
2024	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
Subtotal			**$ 268,816.00**	$ -	**$ 268,816.00**
Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
2024	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
Subtotal			**$ 326,484.00**	$ -	**$ 326,484.00**
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
2024	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
Subtotal			**$ 266,196.00**	$ -	**$ 266,196.00**
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
2024	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
Subtotal			**$ 419,106.00**	$ -	**$ 419,106.00**
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
2024	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
Subtotal			**$ 397,254.00**	$ -	**$ 397,254.00**
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
2024	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
Subtotal			**$ 235,208.00**	$ -	**$ 235,208.00**
Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00
2024	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00

Subtotal			$ 131,196.00	$ -	$ 131,196.00

SUB TOTAL			$ 2,458,736.00	$ -	$ 2,458,736.00

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
2024	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
Subtotal			$ 475,032.00	$ -	$ 475,032.00

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
2024	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
Subtotal			$ 427,092.00	$ -	$ 427,092.00

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
2024	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
Subtotal			$ 374,184.00	$ -	$ 374,184.00

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
2024	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
Subtotal			$ 305,088.00	$ -	$ 305,088.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
2024	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
Subtotal			$ 384,728.00	$ -	$ 384,728.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
2024	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
Subtotal			$ 455,292.00	$ -	$ 455,292.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
Subtotal			$ 269,568.00	$ -	$ 269,568.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
Subtotal			$ 269,238.00	$ -	$ 269,238.00
SUB TOTAL			$ 2,960,222.00	$ -	$ 2,960,222.00

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT					
100% General Funds					
Activity Code: 92204117					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
2024	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
Subtotal			$ 355,802.00	$ -	$ 355,802.00
The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
2024	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
Subtotal			$ 278,364.00	$ -	$ 278,364.00
Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
2024	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
Subtotal			$ 280,268.00	$ -	$ 280,268.00
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
2024	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
Subtotal			$ 228,514.00	$ -	$ 228,514.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
2024	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
Subtotal			$ 321,534.00	$ -	$ 321,534.00
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
2024	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
Subtotal			$ 341,018.00	$ -	$ 341,018.00
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
2024	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
Subtotal			$ 201,910.00	$ -	$ 201,910.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
2024	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
Subtotal			$ 160,174.00	$ -	$ 160,174.00
SUB TOTAL			$ 2,167,584.00	$ -	$ 2,167,584.00
TOTAL			$ 7,586,542.00	$ -	$ 7,586,542.00

Summary by Vendor	Total Amount
The Alternative Life Center	$ 1,245,310.00
The Stepping Stone Drop-In Center Association	$ 974,272.00
Lakes Region Consumer Advisory Board	$ 980,936.00
Monadnock Area Peer Support Agency	$ 799,798.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	$ 1,125,368.00
On the Road to Recovery, Inc.	$ 1,193,564.00
Connections Peer Support Center	$ 706,686.00
Tri-City Consumers' Action Co-operative	$ 560,608.00
Total	$ 7,586,542.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-08)

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 The Stepping Stone Drop-In Center Association		1.4 Contractor Address 108 Pleasant Street Claremont, NH 03743	
1.5 Contractor Phone Number (603) 543-1388	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation $974,272
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Paul J. Marinelli Date: 6/3/2022		1.12 Name and Title of Contractor Signatory Paul J. Marinelli Treasurer	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/10/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 6/13/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials PJM
Date 6/3/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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Contractor Initials PJM

Date 6/3/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Contractor Initials

Date 6/3/2022

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 2.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule, He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Physical exercise.

1.8.1.2.5. Mindfulness activities including, but not limited to:

1.8.1.2.5.1. Yoga.

1.8.1.2.5.2. Meditation.

1.8.1.2.5.3. Journaling.

1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;

1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and

1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.3.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership

application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. The minimum engagement policy.

1.8.16.2. Suspension of membership policy.

1.8.16.3. Membership rules.

1.8.16.4. Attestation that the consumer supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.3. Annual wellness training is available to staff.

1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.

1.8.33.5. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.11.1. Personnel records.

1.11.2. Financial records.

1.11.3. Program data files.

1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.13. Reporting

1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.13.1.7. Quarterly revenue and expenses by cost, category and locations.

1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.13.3.1. Community outreach activities as outlined in the Statement of Work.

1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.13.3.4. Statistical data including, but not limited to:

1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.13.3.4.2. Program utilization data.

1.13.3.4.3. Number of telephone peer support outreach contacts.

1.13.3.4.4. Number and description of outreach activities.

1.13.3.4.5. Number and description of educational events provided on-site and in the community.

1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.13.3.6.1. Executive Director's report.

1.13.3.6.2. Board of Directors roster.

1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.13.4.3. The contract shall provide the following reports as determined by the department:

1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.14. Performance Measures

1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
   1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
   3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
   3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. 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.

8. Audits

   8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.

   8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 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.

      8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   8.3. In addition to, and not in any way in limitation of obligations of the Agreement, 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.

9. Property Standards

   9.1. Insurance coverage.

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

provide for competition to the extent practicable and result in the highest possible return.

9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

9.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds $5,000.

9.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

9.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

9.3.2.2. Not encumber the property without approval of the State.

9.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

9.3.3. Use.

9.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that

such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

9.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

9.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

9.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

9.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

9.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

9.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.

9.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

9.3.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

10. Property Trust Relationship and Liens

10.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

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

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: The Stepping Stone Drop-in Center Association

6/3/2022
Date

DocuSigned by:
Paul J. Marinelli
Name: Paul J. Marinelli
Title: Treasurer

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: The Stepping Stone Drop-in Center Association

6/3/2022
Date

DocuSigned by:
Paul J. Marinelli
Name: Paul J. Marinelli
Title: Treasurer

Vendor Initials PJM
Date 6/3/2022

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: The Stepping Stone Drop-in Center Associatio

6/3/2022
Date

DocuSigned by:
Paul J. Marinelli
Name: Paul J. Marinelli
Title: Treasurer

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PJM
Contractor Initials
6/3/2022
Date

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.

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PJM

Contractor Initials _____

Date 6/3/2022

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: The Stepping Stone Drop-in Center Associatic

6/3/2022
Date

DocuSigned by:
Paul J. Marinelli
Name: Paul J. Marinelli
Title: Treasurer

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: The Stepping Stone Drop-in Center Associatio

6/3/2022
Date

DocuSigned by:
Paul J. Marinelli
Name: Paul J. Marinelli
Title: Treasurer

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, TitleXIII, 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.

Contractor Initials PJM

Date 6/3/2022

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

Contractor Initials PJM

Date 6/3/2022

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI; return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	The Stepping Stone Drop-in Center Association
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Paul J. Marinelli
Name of Authorized Representative	Name of Authorized Representative
Director	Treasurer
Title of Authorized Representative	Title of Authorized Representative
6/10/2022	6/3/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: The Stepping Stone Drop-in Center Associatio

6/3/2022
Date

DocuSigned by:
Paul J. Marinelli
Name: Paul J. Marinelli
Title: Treasurer

Contractor Initials DS PJM
Date 6/3/2022

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: WYSJUKKSJ4J7

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DS
Contractor Initials P.JM
Date 6/3/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

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

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

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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Contractor Initials PJM

6/3/2022

Date

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

Contractor Initials PJM (DS)

Date 6/3/2022

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Peer Support Agencies contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and On the Road to Recovery, Inc. dba On the Road to Wellness ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #26), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,537,128

3. Modify Exhibit A, Revisions to Standard Agreement Provisions, by adding Sections 1.4. and 1.5., to read:

   1.4. Paragraph 14., Insurance., is amended by adding subparagraph 14.4. as follows:

   14.4. Effective July 1, 2024, tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property with a policy limit not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

   1.5. Paragraph 14., Insurance., is amended by adding subparagraph 14.5. as follows:

   14.5. Effective July 1, 2024, a fidelity bond in an amount not less than $2,537,128, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement.

4. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B - Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

   1.1. 45% Federal funds, Mental Health Block Grant, as awarded on 02/23/2023, and 05/17/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM087375, B09SM085371.

   1.2. 55% General funds.

6. Modify Exhibit C, Payment Terms, Section 3, to read:

   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 items, as specified in Exhibits C-1, Budget Sheet through Exhibit C-4, Budget Sheet, Amendment #1.

7. Modify Exhibit C-2, Budget by replacing it in its entirety with Exhibit C-2, Budget Sheet, Amendment #1 which is attached hereto and incorporated by reference herein.

8. Add Exhibit C-3, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-4, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon 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

3/12/2024
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

On the Road to Recovery, Inc. dba On the Road to Wellness

3/12/2024
Date

DocuSigned by:
David J. Blacksmith
CA1D635733DA40C...
Name: David J. Blacksmith
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

3/13/2024
Date

DocuSigned by:
Robyn Guarino
74873484941490
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B – Amendment #1

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Regions 7 and 10.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with New Hampshire (NH) Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. Discussion groups that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.1.9. Mental health symptoms or symptom management.

1.8.1.2. Discussion or activity groups that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Stress management.

1.8.1.2.5. Self-care.

1.8.1.2.6. Physical exercise including, but not limited to:

1.8.1.2.6.1. Walking.
1.8.1.2.6.2. Stretching.
1.8.1.2.6.3. Dancing.
1.8.1.2.6.4. Games or activities that involve movement or exercise.

1.8.1.2.7. Mindfulness activities including, but not limited to:

1.8.1.2.7.1. Yoga.

1.8.1.2.7.2. Meditation.

1.8.1.2.7.3. Journaling.

1.8.1.2.7.4. Relaxation techniques.

1.8.1.3. Activity groups that provide positive skill-building which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. Discussion or activity groups that foster independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.1.4.6. Life skills.

1.8.1.4.7. Member meetings.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals

individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual on a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the Intentional Peer Support (IPS) or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Have a minimum of one community outreach staff whom conducts a minimum of 15 hours of outreach per week in the community engaging with, but not limited to:

1.8.6.1.1. Individuals, who are not already members, in the community.

1.8.6.1.2. Individuals who are hospitalized with a psychiatric condition.

1.8.6.1.3. Individuals who are homeless.

1.8.6.1.4. Community providers.

1.8.6.1.5. Community organizations.

1.8.6.2. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.2.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.2.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.2.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.2.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.2.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. First and Last name.

1.8.16.2. Date of birth.

1.8.16.3. Gender.

1.8.16.4. Town of residence.

1.8.16.5. The minimum engagement policy.

1.8.16.6. Suspension of membership policy.

1.8.16.7. Membership rules.

1.8.16.8. Attestation that the individual supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the [redacted] decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and ass facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff complete the NH Peer Certification training requirements and obtain certification, as specified by the department, within 12 month of employment.

1.8.33.2. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.3. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.4. Annual wellness training is available to staff.

1.8.33.5. Intentional Peer Support (IPS) training or another SAMHSA-recognized mental health peer support model.

1.8.33.6. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of an individual utilizing PSA services.

1.9. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.9.1. Personnel records.

1.9.2. Financial records.

1.9.3. Program data files.

1.10. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings and consultation services on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.11. The Contractor shall operate a NH Peer Practices Community of Practice, Recommendation number 3 of 13 "Co-Learning Community," as referenced in the New Hampshire Peer Workforce Advancement Plan. https://www.dhhs.nh.gov/document/nh-peer-workforce-advancement-plan

1.11.1. The Contractor must develop a NH statewide peer community of practice related to best practices for peer support services as approved by the Department.

1.11.2. The NH statewide peer community of practice must be open to any individual, statewide, working in the NH peer workforce.

1.11.3. The Contractor must maintain the distribution list of community of practice participants.

1.11.4. The Contractor must develop a schedule and offer monthly learning opportunities via grand rounds-style presentations on topics relevant to the peer workforce roles.

1.11.5. The Contractor shall offer weekly community of practice meetings to the students of the CCSNH Peer Support Specialist Certificate training.

1.11.6. The Contractor must organize all aspects such as developing a 12-month schedule, coordinating speakers, developing fliers to publicize the co-learning community, hosting presentations, registering participants, and generating a list of potential future topics and speakers.

1.11.7. The Contractor must submit a community of practice schedule to the department on a quarterly basis.

1.12. Reporting

1.12.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.12.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.12.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.12.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.12.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.12.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.12.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.12.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.12.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.12.1.7. Quarterly revenue and expenses by cost, category and locations.

1.12.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.12.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.12.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.12.3.1. Community outreach activities as outlined in the Statement of Work.

1.12.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.12.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.12.3.4. Statistical data including, but not limited to:

1.12.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.12.3.4.2. Program utilization data.

1.12.3.4.3. Number of telephone peer support outreach contacts.

1.12.3.4.4. Number and description of outreach activities.

1.12.3.4.5. Number and description of educational events provided on-site and in the community.

1.12.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.12.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.12.3.6.1. Executive Director's report.

1.12.3.6.2. Board of Directors roster.

1.12.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.12.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.12.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.12.4.3. The contract shall provide the following reports as determined by the department:

1.12.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.12.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.12.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.12.7. The Contractor may be required to provide other key data and [illegible] to the Department, in a format specified by the Department, in

service-user demographic, performance, and service data.

1.13. Performance Measures

1.13.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.13.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.13.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

1.13.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

1.14. Confidential Data

1.14.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.14.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.15. Privacy Impact Assessment

1.15.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.15.1.1. How PII is gathered and stored;

1.15.1.2. Who will have access to PII;

1.15.1.3. How PII will be used in the system;

1.15.1.4. How individual consent will be achieved and revoked; and

1.15.1.5. Privacy practices.

1.16. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports an

materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Exhibit C-2, Budget Sheet, Amendment #1

Region: VII, X

Program: On The Road To Recovery, Inc.

FISCAL PERIOD: FY2024 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	**PROG. SERV. FEES**								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	**PROG. SALES**								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	**PUBLIC SUPPORT**								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,000
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	**FEDERAL FUNDING**								
441	Block Grants	$ 377,646	$ -	$ 377,646	$ -	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	**BBH**								
481	Community Mental Health	$ 369,136	$ -	$ 369,136	$ -	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit C-2, Budget Sheet, Amendment #1

	Subtotal	$ 776,782	$ -	$ 746,782	$ -	$ -	$ -	$ -	$ 30,000
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 776,782	$ -	$ 746,782	$ -	$ -	$ -	$ -	$ 30,000

600	**PERSONNEL COSTS**								
601	Salary & Wages	$ 491,654	$ -	$ 466,694	$ -	$ -	$ -	$ -	$ 24,960
602	Employee Benefits	$ 36,274	$ -	$ 35,008	$ -	$ -	$ -	$ -	$ 1,266
603	Payroll taxes	$ 37,612	$ -	$ 35,702	$ -	$ -	$ -	$ -	$ 1,909
	Subtotal	$ 565,539	$ -	$ 537,404	$ -	$ -	$ -	$ -	$ 28,135
610	Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620	**PROFESSIONAL FEES**								
621	Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622	Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624	Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
625	Audit Fees	$ 10,500	$ -	$ 10,500	$ -	$ -	$ -	$ -	$ -
626	Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627	Other Professional Fees/Consult	$ 6,000	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -
630	**STAFF DEV & TRNG.**								
631	Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632	In-Service Training	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
633	Conferences & Conventions	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
634	Other Staff Development	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
640	**OCCUPANCY COSTS**								
641	Rent	$ 89,046	$ -	$ 89,046	$ -	$ -	$ -	$ -	$ -
642	Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643	Heating Costs	$ 5,000	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -
644	Other Utilities	$ 7,025	$ -	$ 7,025	$ -	$ -	$ -	$ -	$ -
645	Maintenance & Repairs	$ 6,000	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -
646	Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647	Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650	**CONSUMABLE SUPPLIES**								
651	Office	$ 9,512	$ -	$ 9,512	$ -	$ -	$ -	$ -	$ -
652	Building/Household	$ 7,600	$ -	$ 7,600	$ -	$ -	$ -	$ -	$ -
653	Educational/Training	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -
654	Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655	Food	$ 1,700	$ -	$ 1,700	$ -	$ -	$ -	$ -	$ -
656	Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657	Other Consumable Supplies	$ 2,400	$ -	$ 2,400	$ -	$ -	$ -	$ -	$ -
660	CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665	DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670	EQUIPMENT RENTAL	$ 6,443	$ -	$ 6,443	$ -	$ -	$ -	$ -	$ -
680	EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal page	$ 723,765	$ -	$ 695,630	$ -	$ -	$ -	$ -	$ 28,135

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Total Carried Forward		$ 723,765	$ -	$ 695,630	$ -	$ -	$ -	$ -	$ 28,135
700	ADVERTISING	$ 5,252	$ -	$ 5,252	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ 1,800	$ -	$ 1,800	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 12,444	$ -	$ 11,744	$ -	$ -	$ -	$ -	$ 700
730	POSTAGE/SHIPPING	$ 2,156	$ -	$ 2,156	$ -	$ -	$ -	$ -	$ -
740	**TRANSPORTATION**								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 2,865	$ -	$ 1,700	$ -	$ -	$ -	$ -	$ 1,165
743	Clients	$ 8,000	$ -	$ 8,000	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	**ASSIST.TO INDIVIDUALS**								
751	Client Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	**INSURANCE**								
761	Malpractice & Bonding	$ 2,300	$ -	$ 2,300	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 8,000	$ -	$ 8,000	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 8,200	$ -	$ 8,200	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 776,782	$ -	$ 746,782	$ -	$ -	$ -	$ -	$ 30,000
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Revenue Offset	$ (30,000)							$ (30,000)
	TOTAL PROGRAM EXPENSES	$ 746,782	$ -	$ 746,782	$ -	$ -	$ -	$ -	$ 0
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	0	0	0	0	(0)

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Exhibit C-3, Budget Sheet, Amendment #1

Region: VII, X

Program: On The Road To Recovery, Inc.

FISCAL PERIOD: FY2025 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis - Respite 111e	Other Non-BBH 111f
400	**PROG. SERV. FEES**								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	**PROG. SALES**								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	**PUBLIC SUPPORT**								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,000
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	**FEDERAL FUNDING**								
441	Block Grants	$ 227,646	$ -	$ 227,646	$ -	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	**BBH**								
481	Community Mental Health	$ 369,136	$ -	$ 369,136	$ -	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 626,782	$ -	$ 596,782	$ -	$ -	$ -	$ -	$ 30,000
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 626,782	$ -	$ 596,782	$ -	$ -	$ -	$ -	$ 30,000

600	**PERSONNEL COSTS**

Contractor Initials DJB

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601	Salary & Wages	$ 378,086	$ -	$ 353,126	$ -	$ -	$ -	$ -	$ 24,960
602	Employee Benefits	$ 30,438	$ -	$ 29,173	$ -	$ -	$ -	$ -	$ 1,266
603	Payroll taxes	$ 28,924	$ -	$ 27,014	$ -	$ -	$ -	$ -	$ 1,909
	Subtotal	$ 437,448	$ -	$ 409,313	$ -	$ -	$ -	$ -	$ 28,135
610	Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620	**PROFESSIONAL FEES**								
621	Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622	Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624	Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
625	Audit Fees	$ 10,500	$ -	$ 10,500	$ -	$ -	$ -	$ -	$ -
626	Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627	Other Professional Fees/Consult	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -
630	**STAFF DEV & TRNG.**								
631	Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632	In-Service Training	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
633	Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634	Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640	**OCCUPANCY COSTS**								
641	Rent	$ 89,046	$ -	$ 89,046	$ -	$ -	$ -	$ -	$ -
642	Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643	Heating Costs	$ 5,000	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -
644	Other Utilities	$ 7,025	$ -	$ 7,025	$ -	$ -	$ -	$ -	$ -
645	Maintenance & Repairs	$ 6,000	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -
646	Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647	Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650	**CONSUMABLE SUPPLIES**								
651	Office	$ 6,512	$ -	$ 6,512	$ -	$ -	$ -	$ -	$ -
652	Building/Household	$ 7,600	$ -	$ 7,600	$ -	$ -	$ -	$ -	$ -
653	Educational/Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
654	Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655	Food	$ 700	$ -	$ 700	$ -	$ -	$ -	$ -	$ -
656	Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657	Other Consumable Supplies	$ 400	$ -	$ 400	$ -	$ -	$ -	$ -	$ -
660	CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665	DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670	EQUIPMENT RENTAL	$ 6,442	$ -	$ 6,442	$ -	$ -	$ -	$ -	$ -
680	EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal page	$ 579,673	$ -	$ 551,538	$ -	$ -	$ -	$ -	$ 28,135

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Total Carried Forward		$ 579,673	$ -	$ 551,538	$ -	$ -	$ -	$ -	$ 28,135
700	ADVERTISING	$ 4,000	$ -	$ 4,000	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 11,244	$ -	$ 10,544	$ -	$ -	$ -	$ -	$ 700
730	POSTAGE/SHIPPING	$ 1,500	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -
740	TRANSPORTATION								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 1,365	$ -	$ 200	$ -	$ -	$ -	$ -	$ 1,165
743	Clients	$ 8,000	$ -	$ 8,000	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ 2,300	$ -	$ 2,300	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 8,000	$ -	$ 8,000	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 8,200	$ -	$ 8,200	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 626,782	$ -	$ 596,782	$ -	$ -	$ -	$ -	$ 30,000
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Revenue Offset	$ (30,000)							$ (30,000)
	TOTAL PROGRAM EXPENSES	$ 596,782	$ -	$ 596,782	$ -	$ -	$ -	$ -	$ 0
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	0	0	0	(0)

Contractor Initials DJB

Date 3/12/2024

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Region: VII, X

Program: On The Road To Recovery, Inc.

FISCAL PERIOD: FY2026 Contract

		Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	**PROG. SERV. FEES**								
401	Net client fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
402	HMO's	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
403	BC/BS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
404	Medicaid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
405	Medicare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
406	Other insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
411	Other program fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
420	**PROG. SALES**								
421	Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
422	Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
430	**PUBLIC SUPPORT**								
431	United Way	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
432	Local/County Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
433	Donations/Contributions	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,000
435	Other public support	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
436	DVR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
437	Div. Alc/Drug Abuse Prev & Recovery	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
438	DCYF	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
439	State Emergency Shelter Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
440	**FEDERAL FUNDING**								
441	Block Grants	$ 227,646	$ -	$ 227,646	$ -	$ -	$ -	$ -	$ -
442	Community Support Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
443	CSP Anticipated (amendment)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
444	HUD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
445	Other federal grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	PATH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
447	CARE NH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
448	MHSIP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
450	RENTAL INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
460	INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
470	IN-KIND DONATIONS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
480	**BBH**								
481	Community Mental Health	$ 369,136	$ -	$ 369,136	$ -	$ -	$ -	$ -	$ -
482	Community Developmental Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
490	OTHER REVENUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
491	Other DBH (carry over)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 626,782	$ -	$ 596,782	$ -	$ -	$ -	$ -	$ 30,000
500	GM Allocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM REVENUES		$ 626,782	$ -	$ 596,782	$ -	$ -	$ -	$ -	$ 30,000

Contractor Initials DJB

Date 3/12/2024

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600 PERSONNEL COSTS								
601 Salary & Wages	$ 378,086	$ -	$ 353,126	$ -	$ -	$ -	$ -	$ 24,960
602 Employee Benefits	$ 30,438	$ -	$ 29,173	$ -	$ -	$ -	$ -	$ 1,266
603 Payroll taxes	$ 28,924	$ -	$ 27,014	$ -	$ -	$ -	$ -	$ 1,909
Subtotal	$ 437,448	$ -	$ 409,313	$ -	$ -	$ -	$ -	$ 28,135
610 Client Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
620 PROFESSIONAL FEES								
621 Substitute Staff	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
622 Client Evaluations/Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
624 Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
625 Audit Fees	$ 10,500	$ -	$ 10,500	$ -	$ -	$ -	$ -	$ -
626 Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
627 Other Professional Fees/Consult	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -
630 STAFF DEV & TRNG.								
631 Journals & Publications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
632 In-Service Training	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
633 Conferences & Conventions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634 Other Staff Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
640 OCCUPANCY COSTS								
641 Rent	$ 90,637	$ -	$ 90,637	$ -	$ -	$ -	$ -	$ -
642 Mortgage Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
643 Heating Costs	$ 5,000	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -
644 Other Utilities	$ 7,025	$ -	$ 7,025	$ -	$ -	$ -	$ -	$ -
645 Maintenance & Repairs	$ 6,000	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -
646 Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
647 Other Occupancy Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
650 CONSUMABLE SUPPLIES								
651 Office	$ 6,200	$ -	$ 6,200	$ -	$ -	$ -	$ -	$ -
652 Building/Household	$ 6,321	$ -	$ 6,321	$ -	$ -	$ -	$ -	$ -
653 Educational/Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
654 Production & Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
655 Food	$ 700	$ -	$ 700	$ -	$ -	$ -	$ -	$ -
656 Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
657 Other Consumable Supplies	$ 400	$ -	$ 400	$ -	$ -	$ -	$ -	$ -
660 CAPITAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
665 DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
670 EQUIPMENT RENTAL	$ 6,442	$ -	$ 6,442	$ -	$ -	$ -	$ -	$ -
680 EQUIPMENT MAINTENANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal page	$ 579,673	$ -	$ 551,538	$ -	$ -	$ -	$ -	$ 28,135

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Total Carried Forward		$ 579,673	$ -	$ 551,538	$ -	$ -	$ -	$ -	$ 28,135
700	ADVERTISING	$ 4,000	$ -	$ 4,000	$ -	$ -	$ -	$ -	$ -
710	PRINTING	$ 500	$ -	$ 500	$ -	$ -	$ -	$ -	$ -
720	TELEPHONE/COMMUNICATIONS	$ 11,244	$ -	$ 10,544	$ -	$ -	$ -	$ -	$ 700
730	POSTAGE/SHIPPING	$ 1,500	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ -
740	TRANSPORTATION								
741	Board Members	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
742	Staff	$ 1,365	$ -	$ 200	$ -	$ -	$ -	$ -	$ 1,165
743	Clients	$ 8,000	$ -	$ 8,000	$ -	$ -	$ -	$ -	$ -
744	Delivery Products	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
750	ASSIST.TO INDIVIDUALS								
751	Client Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
752	Clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
760	INSURANCE								
761	Malpractice & Bonding	$ 2,300	$ -	$ 2,300	$ -	$ -	$ -	$ -	$ -
762	Vehicles	$ 8,000	$ -	$ 8,000	$ -	$ -	$ -	$ -	$ -
763	Comprehensive Property & Liability	$ 8,200	$ -	$ 8,200	$ -	$ -	$ -	$ -	$ -
770	MEMBERSHIP DUES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	OTHER EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
801	INTEREST EXPENSE	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
802	IN-KIND EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL EXPENSES	$ 626,782	$ -	$ 596,782	$ -	$ -	$ -	$ -	$ 30,000
900	ADMINISTRATIVE ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Revenue Offset	$ (30,000)							$ (30,000)
	TOTAL PROGRAM EXPENSES	$ 596,782	$ -	$ 596,782	$ -	$ -	$ -	$ -	$ 0
	SURPLUS/(DEFICIT) Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	0	0	0	(0)

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ON THE ROAD TO RECOVERY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 16, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **136413**

Certificate Number: **0006578057**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of February A.D. 2024.

David M. Scanlan

Secretary of State

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ON THE ROAD TO WELLNESS is a New Hampshire Trade Name registered to transact business in New Hampshire on April 08, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **868232**

Certificate Number: **0005752240**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2022.

David M. Scanlan
Secretary of State

NEW HAMPSHIRE
DEPARTMENT OF STATE

SECRETARY OF STATE
David M. Scanlan

Back to Home

Business Information

Business Details

Business Name: ON THE ROAD TO WELLNESS	Business ID: 868232
Business Type: Trade Name	Business Status: Active
Expiration Date: 4/1/2026	Last Renewal Date: Not Available
Business Creation Date: 04/08/2021	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 04/08/2021	
Principal Office Address: 377 South Willow Street D2-4, Manchester, NH, 03103, USA	Mailing Address: 377 South Willow Street, PMB 316, Manchester, NH, 03103, USA
Business Email: david b@otrw.org	Phone #: 603-623-4523
Notification Email: david b@otrw.org	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Provide Non-Clinical Peer Support Services	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status

Trade Name Owned By

Name	Title	Address	Status
On The Road to Recovery, Inc.	Business		Good Standing

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CERTIFICATE OF AUTHORITY

I, Kathleen Abate, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of On the Road to Recovery.
(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 February 15, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Thomas DeFelice, Chairman; David J Blacksmith, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of On the Road to Recovery to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and 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: 02/15/2024

Signature of Elected Officer

Name: Kathleen Abate

Title: Secretary/Treasurer

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/15/2024

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	CONTACT NAME: Eleanor Spinazzola	
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
	E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Co	
INSURER B : FirstComp	27626
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
On The Road To Recovery, Inc., DBA: On The Road To Wellness
373 South Willow Street
D1-1 Box 316
Manchester NH 03103

COVERAGES **CERTIFICATE NUMBER:** 24 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2553073	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2553081	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Terrorism Coverage	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB863762	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0195685-06	03/19/2024	03/19/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured (CGL) as required by signed contract with the named insured.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fairley Kennelly

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On the Road to Wellness
Where Mental Wellness, Community, and Possibility Meet

On the Road to Recovery
(dba On the Road to Wellness)

Mission Statement

On the Road to Wellness is a Not-for-Profit Consumer-Driven Community of Peers Dedicated to Educate, Advocate, and Empower our Members to Manage and Maintain their Mental Health and Wellness.

377 South Willow Street, B2-4 · Manchester, NH 03103 · 603.623.4523 · Fax 603.623.2873
45 South Main Street · Derry, NH 03038 · 603.552.3177 · Fax 603.552.3179
59 Sheffield Road · Manchester, NH 03103 · 603.232.6250 · Fax 603.232.6158
www.otrtw.org

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ON THE ROAD TO RECOVERY, INC

FINANCIAL STATEMENTS

Years Ended June 30, 2023 and 2022

AND SUPPLEMENTARY INFORMATION

Year Ended June 30,2023

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
On The Road to Recovery, Inc.
Manchester, New Hampshire

Opinion

We have audited the accompanying financial statements of On The Road to Recovery, Inc. (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2023 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of On The Road to Recovery, Inc. as of June 30, 2023 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of On The Road to Recovery, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

Exercise professional judgement and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of On The Road to Recovery, Inc.'s internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about On The Road to Recovery, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

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Report on Summarized Comparative Information

We have previously audited On The Road to Recovery, Inc.'s 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 19, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
October 31, 2023

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ON THE ROAD TO RECOVERY, INC
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022
See Independent Auditors' Report

ASSETS	2023	2022
CURRENT ASSETS		
Cash and cash equivalents		
Operating	$ 36,402	$ 6,679
BMHS refundable	-	24,315
Total cash and cash equivalents	36,402	30,994
Accounts receivable	137,052	72,309
Prepaid expenses	18,933	12,577
Total Current Assets	192,387	115,880
PROPERTY AND EQUIPMENT, at cost		
Leasehold improvements	76,128	69,729
Vehicles	88,386	88,386
Equipment & furniture	46,904	45,935
	211,418	204,050
Less accumulated depreciation	(156,251)	(135,829)
	55,167	68,221
OTHER ASSETS		
Investments	1,427	1,427
Operating lease right of use asset	347,613	-
Finance lease right of use asset	18,389	-
Deposits	10,175	10,175
	377,604	11,602
Total Assets	625,158	195,703
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	17,471	5,692
Accrued expenses	18,238	8,216
Current portion of long-term debt	4,881	4,047
Line of credit	45,000	-
Operating lease liability, current portion	87,832	-
Finance lease liability, current portion	8,916	-
Total Current Liabilities	182,338	17,955
LONG-TERM LIABILITIES		
Long-term debt, net of current portion	11,429	16,244
Operating lease liability, less current portion	259,781	-
Finance lease liability, less current portion	9,473	-
Refundable advance, BMHS funds	-	24,315
Total Long-Term Liabilities	280,683	40,559
NET ASSETS		
With donor restriction	-	-
Without donor restriction	162,137	137,189
	162,137	137,189
Total Liabilities and Net Assets	$ 625,158	$ 195,703

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ON THE ROAD TO RECOVERY, INC
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2023 AND 2022
See Independent Auditors' Report

	2023	2022
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	$ 978,168	$ 852,414
Contribution income	5,686	17,503
Charitable gaming income net expenses of $4,000	9,502	-
Miscellaneous income	157	1,250
Interest income	1	39
Total support and revenue	993,514	871,206
EXPENSES		
Program	946,486	807,401
Management & general	22,080	15,879
Total expenses	968,566	823,280
Increase in net assets	24,948	47,926
Net assets, beginning of year	137,189	89,263
Net assets, end of year	$ 162,137	$ 137,189

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ON THE ROAD TO RECOVERY, INC
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2023 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2022
See Independent Auditors' Report

	Derry Costs	Manchester Costs	SUSD Costs	Total Programs	Management & General	Total 2023	Total 2022
Wages	99,954	216,590	264,859	581,403	-	581,403	429,486
Employee benefits	4,736	6,662	9,884	21,282	-	21,282	20,317
Payroll taxes	8,396	17,598	22,979	48,973	-	48,973	39,168
Rent	34,800	51,165	49,438	135,403	-	135,403	130,431
In-service training	-	900	100	1,000	-	1,000	2,135
Educational/training	-	50	100	150	-	150	-
Telephone and internet	7,139	11,072	5,379	23,590	-	23,590	23,365
Utilities	5,722	6,360	5,114	17,196	-	17,196	16,699
Insurance	4,144	13,051	-	17,195	-	17,195	13,044
Repairs and maintenance	2,839	3,441	12,239	18,519	-	18,519	20,733
Office supplies	649	8,258	5,505	14,412	30	14,442	19,124
Household supplies	2,493	6,196	3,208	11,897	279	12,176	23,070
Other occupancy costs	-	-	998	998	-	998	12,393
Advertising	1,204	4,552	1,932	7,688	-	7,688	12,681
Fundraising expenses	-	199	-	199	-	199	3,000
Food and consumable supplies	-	685	1,109	1,794	-	1,794	4,239
Legal and accounting	2,661	6,002	-	8,663	-	8,663	14,198
Equipment rental	2,519	3,359	2,595	8,473	-	8,473	9,160
Transportation	-	78	-	78	-	78	88
Vehicle expense	4,051	3,154	5,279	12,484	-	12,484	11,163
Client Services	310	428	1,138	1,876	1,349	3,225	-
Depreciation and amortization	-	-	-	-	20,422	20,422	14,156
Printing	87	317	86	490	-	490	386
Postage	-	1,980	-	1,980	-	1,980	1,879
Dues and subscriptions	180	5,857	180	6,217	-	6,217	468
Interest expense	-	2,003	1,600	3,603	-	3,603	-
Other expenses	9	414	500	923	-	923	1,897
	$ 181,893	$ 370,371	$ 394,222	$ 946,486	$ 22,080	$ 968,566	$ 823,280

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ON THE ROAD TO RECOVERY, INC
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2023 AND 2022
See Independent Auditors' Report

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	$ 24,948	$ 47,926
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation & amortization	20,422	14,156
(Increase) Decrease in operating assets		
Accounts Receivable	(64,743)	(20,668)
Prepaid expenses	(6,356)	3,558
Increase (Decrease) in operating liabilities		
Accounts payable	11,779	(1,865)
Accrued expenses	10,022	2,437
Refundable advance, BMHS funds	(24,315)	(66,412)
Deferred revenue	-	(43,084)
Net Cash (Used) By Operating Activities	(28,243)	(63,952)
CASH USED BY INVESTING ACTIVITIES		
Purchases of property and equipment	(7,368)	(18,218)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term notes payable	(3,981)	-
Proceeds, line of credit	45,000	-
Net Cash Povided by Financing Activities	41,019	-
Net Increase (Decrease) in Cash and Cash Equivalents	5,408	(82,170)
Cash and Cash Equivalents, Beginning of Year	30,994	113,164
Cash and Cash Equivalents, End of Year	$ 36,402	$ 30,994
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS		
Cost of property and equipment	7,368	38,509
New debt assumed for property and equipment	-	(20,291)
Cash payment for property and equipment	$ 7,368	$ 18,218
Cash paid during the years for:		
Interest	$ 3,603	$ -

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ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

Note 1. Nature of Organization and Activities

On The Road to Recovery, Inc. (OTRTR) is a nonprofit organization incorporated, operating under the DBA, On The Road to Wellness, under the laws of the State of New Hampshire. It operates as a consumer directed peer support organization for adults with long term mental illness, enhancing personal wellness, independence, and responsibility. The Organization is supported primarily by grants from the State of New Hampshire.

Note 2. Significant Accounting Policies

The summary of significant accounting policies of OTRTR is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of OTRTR's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Presentation
The financial statements of OTRTR have been prepared on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets Without Donor Restrictions - These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services raising contributions, and performing administrative functions.

Net Assets With Donor Restrictions - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Basis of Accounting The financial records for OTRTR are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

Property and Equipment: Are carried at cost. Depreciation expense related to equipment is calculated using the straight-line method over 3 – 7 years. Depreciation expense related to property is calculated using the straight-line method over 39 years. Depreciation expense recorded by OTRTR for the years ended June 30, 2023 and 2022 was $20,422 and $14,156, respectively.

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Note 2. Significant Accounting Policies (Continued)

Capitalization policy: Expenditures for additions, renewals and betterments of property and equipment, unless of relatively minor amount, are capitalized. Maintenance and repairs are expensed as incurred. Upon retirement or sale, the cost of the assets disposed of and the related accumulated depreciation are removed from the accounts and any gain or loss is included in other income in the period in which the asset is disposed.

Investments: Investments are stated at fair-market value. On The Road to Recovery, Inc. does not have any investments.

Functional and Cost Allocation of Expenses: The Organization allocates expenses among program services, management and general, and fundraising based on direct costs and other factors, including space utilization and time. The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

Estimates and assumptions: Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

In-Kind Contributions and Donated Materials and Services: In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to OTRTR's program services. These services are not included in donated materials and services because the value has not been determined.

It is the intent of OTRTR to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2023 and 2022, there were no donated goods or services.

Cash and Cash Equivalents: For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents, excluding amounts the use of which is limited restriction. At years ended June 30, 2023 and 2022 the Organization had no cash equivalents.

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Note 2. Significant Accounting Policies (Continued)

Newly Adopted Accounting Pronouncement: In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under the new guidance, a lessee is required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily depends on its classification as a finance or operating lease. However, unlike current GAAP—which required only capital leases to be recognized on the statement of financial position—the new ASU requires both types of leases to be recognized on the statement of financial position. This standard was implemented as of June 30, 2023 and is reflected in the current year financial statements.

Income taxes: The Organization has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

Revenue and Revenue Recognition: Revenue is recognized when earned. The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS) and from the United States Department of Housing and Urban Development (HUD). The Organization participates in wagering programs in connection with its fundraising programs and also accepts voluntary contributions for meals.

Concentration of Risk: The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2023 and 2022 the Organization had no uninsured cash balances.

Comparative Financial Information: The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

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Note 3 Economic Dependency

OTRTR currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2023 and 2022, 98% of OTRTR's total support was made up of State grants, respectively.

Note 4. Review By Outside Agencies

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

Note 5. Retirement Plan

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses OTRTR for the expenses. Eligible employees do not make salary reduction contributions. There were contributions $3,922 and $0 for the years ended June 30, 2023 and 2022, respectively.

Note 6. Leasing Activities

Operating Lease

Since July 1, 2011 OTRTR has been a tenant at its Derry, New Hampshire location. The organization renews this lease every two years and the most recent renewal was in July of 2022. Total rent expense for the years ended June 30, 2023 and 2022 was $34,800 and $33,900, respectively.

In May 2018 the Organization entered a ten-year, four-month lease for its Manchester, New Hampshire location. The lease agreement includes 3% annual escalations each year on the anniversary of the lease term beginning in the third year. The lease also includes a proportionate share of operating expenses based considered capped until the fifth year of the lease with an annual cap of 5% thereafter. Total rent expense related to this location was $51,165 and $50,031 for the years ended June 30, 2023 and 2022, respectively

The Organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office assets.

Total right-of-use assets and lease liabilities at June 30, 2023 are as follows:

Lease Assets – Classification in Statement of Financial Position	
Operating Lease Right of Use Asset	$ 347,613

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Note 6. Leasing Activities (Continued)

Lease Liabilities – Classification in Statement of Financial Position:	
Operating Lease Liability, Current Portion	87,832
Operating Lease Liability, Long-Term Portion	259,781
Total	$ 347,613

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years: 4.69

Weighted-average discount rate: 5.4%

The future minimum lease payments on this agreement as of June 30 are:

2024	$ 87,832
2025	90,832
2026	92,866
2027	59,135
2028	61,331
Thereafter	10,537
Total payments	402,534
Net present value discount	(54,921)
Present Value of lease liabilities	$347,613

In June of 2021 the Organization entered a three-year, automatically renewing lease for the Stand-Up Step-Down (SUSD) program located in Manchester, New Hampshire. The lease continues as a month-to-month basis unless terminated or renewed. The lease agreement includes 3% annual escalations each year on the anniversary of the lease term and 50% of the property taxes beginning in 2023. Total rent expense related to this location was $49,438 and $46,500 for the years ended June 30, 2023 and 2022. There is no future minimum rent.

The Organization has adopted FASB ASC 842 in the current period. The Organization has elected the short-term lease recognition exemption for its SUSD lease. Leases with an initial term of 12 months or less, that do not include an option to purchase the underlying asset that we are reasonably certain to exercise, are not recorded on the statement of financial position.

Finance Lease

The Organization leases office equipment under a finance lease agreement. The lease is for five-years, expiring September 16, 2025. The annual rent expense is $8,916 per year.

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Note 6. Leasing Activities (Continued)

The Organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office equipment.

Total right-of-use assets and lease liabilities at June 30, 2023 are as follows:

Lease Assets – Classification in Statement of Financial Position	
Finance Lease Right of Use Asset	$ 18,389
Lease Liabilities – Classification in Statement of Financial Position:	
Finance Lease Liability, Current Portion	8,916
Finance Lease Liability, Long-Term Portion	9,473
Total	$ 18,389

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years: 2.25

Weighted-average discount rate: 5.4%

The future minimum lease payments on this agreement as of June 30 are:

2024	$ 8,916
2025	8,916
2026	2,229
Total payments	20,061
Net present value discount	(1,672)
Present Value of lease liabilities	$ 18,389

Note 7. Advertising

The Organization expenses advertising costs as incurred. OTRTR had advertising costs of $7,688 and $12,681 as of June 30, 2023 and 2022, respectively.

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Note 8. Liquidity And Availability of Financial Assets

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary source of support is grants. That support is held for the purpose of supporting the Organization's budget. The Organization had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	2023	2022
Cash and cash equivalents	$ 36,402	$ 30,994
Accounts receivable	137,052	72,309
	173,454	103,303
Less amounts:		
Deferred revenue, BMHS funds required to be maintained under State agreement	(0)	(24,315)
	$ 173,454	$ 78,988

Note 9. Financial Instruments

The carrying value of cash and cash equivalents, prepaid expenses, accounts receivable accounts payable and accrued expenses are stated at carrying cost at June 30, 2023 and 2022, which approximates fair value due to the relatively short maturity of these instruments.

Note 10. Board Designated Net Assets

The Organization has no board designated net assets as of June 30, 2023.

Note 11. Refundable BMH Advance

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services (DHHS), OTRTR was required to segregate amounts advanced but not expended at year-end as a refundable advance. OTRTR was notified by the State of New Hampshire's DHHS that refundable advance amounts were no longer required to be segregated and could be included in non-BBH funds. Funds previously set aside in accordance with this requirement amounted to $0 and $24,315 for the years ended June 30, 2023 and 2022, respectively.

Note 12. Deferred Revenue

The terms of BBH require OTRTR to record surplus funds as unearned revenue. OTRTR had $0 of unearned revenue for the years ended June 30, 2023 and 2022, respectively.

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Note 13. Fair Value Measurements

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

2023	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
Accounts Receivable	$ 137,052	$ -	$ 137,052
Investments	1,427	1,427	-
	$ 138,479	$ 1,427	$ 137,052
2022			
Accounts Receivable	$ 72,309	$ -	$ 72,309
Investments	1,427	1,427	-
	$ 73,736	$ 1,427	$ 72,309

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts receivable are estimated at the present value of expected future cash flows.

Note 14. Compensated Absences

Employees of the Organization are entitled to paid vacation depending on job classification, length of services and other factors. Accrued paid time off above the established cap will be converted to an extended illness bank. As of June 30, 2023 and 2022 there was $6,072 and $0 of accrued paid time off, respectively.

Note 15. Line of Credit

The Organization has a working capital line of credit agreement with a local bank. Interest is stated at 10.5% and 7.5% as of June 30, 2023 and 2022, respectively. Interest paid was $3,603 and $0 for the years ended June 30, 2023 and 2022, respectively. The line of credit is secured by all business assets. The organization borrowed $45,000 and $0 against the line as of June 30, 2023 and 2022, respectively.

Note 16. Subsequent Events

Management has evaluated subsequent events through October 31, 2023, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

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ON THE ROAD TO RECOVERY, INC
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
BY STATE APPROVED BMHS FUNDS
YEAR ENDED JUNE 30, 2023
See Independent Auditors' Report

	State Approved BMHS Funds	Non-BMHS Funds	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income, current year	$ 953,853	$ -	$ 953,853
Contribution income	-	5,686	5,686
Grant income, prior year release	-	24,315	24,315
Charitable gaming income net expenses of $4,000	-	9,502	9,502
Miscellaneous income		157	157
Interest income	1	-	1
Total support and revenue	953,854	39,660	993,514
EXPENSES			
Wages	581,403	-	581,403
Employee benefits	21,282	-	21,282
Payroll taxes	48,973	-	48,973
Rent	135,403	-	135,403
In-service training	1,000	-	1,000
Educational/training	150	-	150
Telephone	23,590	-	23,590
Utilities	17,196	-	17,196
Insurance	17,195	-	17,195
Repairs and maintenance	18,519	-	18,519
Office supplies	14,412	30	14,442
Household supplies	11,897	279	12,176
Other occupancy costs	998	-	998
Advertising	7,688	-	7,688
Fundraising expense	199	-	199
Food and consumable supplies	1,794	-	1,794
Legal and Accounting	8,663	-	8,663
Equipment rental	8,473	-	8,473
Transportation	78	-	78
Vehicle maintenance	12,484	-	12,484
Client services	1,876	1,349	3,225
Depreciation and amortization	-	20,422	20,422
Printing	490	-	490
Postage	1,980	-	1,980
Dues and subscriptions	6,217	-	6,217
Interest expense	3,603	-	3,603
Other expenses	923	-	923
Total expenses	946,486	22,080	968,566
Net Increase in Operating Net Assets	7,368	17,580	24,948
BMHS funds spent for capital purchases	(7,368)	7,368	-
Net Increase in Net Assets	-	24,948	24,948
Net assets, beginning of year	6,538	130,651	137,189
Net assets, end of year	$ 6,538	$ 155,599	$ 162,137

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On the Road to Recovery
(dba On the Road to Wellness)
BOARD OF DIRECTORS
Updated January 13, 2024

Executive Committee

Chairman
Thom DeFelice
[redacted]
Email: [redacted]
Joined: 01-18-2018
Term #2
Term Length: 3 Years
Expiration: 03-2025

Vice-Chairman
Heather Williams
[redacted]
Email: [redacted]
Joined: 02-21-2019
Term #2
Term Length: 3 Years
Expiration: 03-2025

Secretary/Treasurer
Kathleen Abate
[redacted]
Email: [redacted]
Joined: 08-11-2016
Term #3
Term Length: 3 Years
Expiration: 03-2025

Directors

Elias Koester
[redacted]
Email: [redacted]
Joined: 05-31-2018
Term #2
Term Length: 3 Years
Expiration: 03-2025

Directors (Continued)

Laura Brownell
[redacted]
Email: [redacted]
Joined: 08-24-2022
Term #1
Term Length: 3 Years
Expiration: 03-2025

Kerry Arseneaux
[redacted]
Email: [redacted]
Joined: 03-26-2023
Term #1
Term Length: 3 Years
Expiration: 03-2026

Peter Klecan
[redacted]
Email: [redacted]
Joined: 10-19-2023
Term #1
Term Length: 3 Years
Expiration: 03-2026

Directors (Continued)

Administrative Team

Executive Director
David Blacksmith
[redacted]
Email: [redacted]

Business Manager
Peter DeLeault
[redacted]
Email: [redacted]

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David J. Blacksmith

[redacted]

HIGHLIGHTS

- Keen Ability to Network People and Resources
- Well-Developed Listening, Counseling, Problem Solving and Teaching Skills
- Excellent Verbal and Written Communication
- Team Minded Servant Leader with Strong Administrative Abilities
- Able to Handle Crisis or Stressful Situations with Ease
- Technically Proficient with Computers, Networking, Donor Software, Microsoft Office

WORK HISTORY

On the Road to Wellness, Manchester & Derry 2009 – Present
Executive Director

Provide leadership and oversight to all areas related to peer-support agency, specializing in people managing their mental health, as well as addressing homelessness, and substance misuse. Responsibilities include: agency oversight; fiscal management; maintain integrity to the contractual relationship with the State (BMHS); all aspects of agency relationships and interagency collaborations.

- Successfully moved agency and services through turbulent time to current location
- Effectively re-established relationships with Community Partners and local authorities
- Successfully launched Step-Up Step-Down Program 2021 in new location
- Re-written/Updated Board Policies and Procedures
- Expanded sustainability plans ... fund-raising, grant writing
- Successfully launched a secondary site in Derry (2011) to provide services to that Region
- Effectively increased membership and active participation at both sites
- Responsible for recruiting, hiring, and supervising staff of 25
- Serving as agency representative on the Steering Committee and Workforce Development Committee for Network4Health (1115 Waiver)
- Created a vibrant newsletter which led to expanded readership/ increased membership
- Led multiple employees and peers in the Principles and Tasks of Intentional Peer Support
- Built strong working relationships with other area agencies, thus enhancing the reputation of our agency and enhancing the programming for our members
- Encouraged expansion of programming to include outreach and community service
- Given oversight of both Peer Centers, expanding serves while maintaining budget
- Effectively developed a contractual relationship with Mental Health Center of Great Manchester by modeling and coaching Peer Support Specialist Services to their ACT Teams

Southern New Hampshire Rescue Mission 2003 - 2008
Founder/Executive Director

Responsibilities: Staff and volunteer development, community relations, human resources, programming, outreach, counseling, fund-raising, budgeting, and public speaking.

- Founded this on-going social service agency to the homeless and poor
- Secured and enlarged donor and volunteer base
- Built strong relationships with clientele, neighborhood, community leaders, churches
- Located and purchased facilities for the work, thus creating a long-standing relationship and presence within the community
- Supervised a handful of staff and hundreds of volunteers
- Successfully began residential shelter for single homeless men

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WORK HISTORY *(continued)*

Las Vegas Rescue Mission 1999 – 2003
Executive Director

Responsibilities: Staff and volunteer development, community relations, fund-raising, budgeting, human resources, programming, outreach, counseling, and public speaking.

- Initiated comprehensive Case Management Program
- Initiated and completed $2m building project to expand services to homeless men, and specialized population of single-fathers with children
- Effectively built relationships with area agencies to create a network for a holistic approach to enable clients to succeed
- Established an extensive and effective Job Development Program which generated over $250k into the pockets of the homeless, many securing permanent employment through the Program
- Implemented Recovery Program for those struggling with addictive behaviors
- Expanded donor base 150%; volunteer base 300%
- Responsible for recruiting, hiring, scheduling and supervising staff of 20
- Dramatically increased community involvement

EDUCATION

Moody Bible Institute, Chicago, IL 1983 – 1987
Ministerial Studies

University of Massachusetts, Lowell, MA 1973 – 1977
Bachelor of Arts
Concentrations: Music Education / Business Administration

Bedford High School, Bedford, MA 1969 – 1973
College Preparatory

ADDITIONAL TRAINING

Train the Trainer – Intentional Peer Support; Middletown, CT
Intentional Peer Support: An Alternative Approach; BBH, Concord, NH
Prison Volunteer Training, Concord, NH
Art of Listening, Hospital Chaplaincy Services
Powerful Business Writing Skills, National Seminars, Inc.
Business Management, Cornell University, Ithaca, NY (Extension)
Essentials in Management, American Management Association (Extension)

OTHER SKILLS

PC Windows Literate; Proficient in Microsoft Office; Database, Website and Newsletter Design and Development; Donor Management Software; Prolific Writer

CIVIC ACTIVITIES

Member, Nashua Continuum of Care	2003 – 2008
Member, Southern Nevada Homeless Coalition	1999 – 2003
Member, Emergency Food and Shelter Board	1999 – 2003
Chairman, Child Evangelism Fellowship	1999 – 2001
Member, Manchester Rotary, Manchester, VT	1997 – 1999
Director of Volunteer Chaplains, Sonoma Valley Hospital	1991 – 1992
Southern Nevada Task Force for the Homeless	1987 – 1990

Personal and Professional References Available Upon Request

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Meghan Marhan

[redacted]

Objectives

Seeking full time employment in the behavioral health field where I can exercise my skills as an organizational leader supporting my team. My goals include using my professional and life experience to support individuals challenged with mental health issues and substance use disorders.

Education & Certifications

Certified Peer Support Specialist

* Whole Health Action Management (WHAM)

*Action Planning for Prevention and Recovery (WRAP Alternative)

*Miscellaneous Peer Support Relevant Trainings

Justice of the Peace, New Hampshire

High School Diploma/GED

Relevant Experience

On the Road to Wellness June 2021-Current

Director of Operations/Certified Peer Support Specialist Supervisor

I provide direct support and supervision to 11 staff between two Peer Center locations. My duties include monitoring staff's group planning and facilitation, staff scheduling, hiring, onboarding, and training of peer support personnel. Some of my other duties include ensuring a positive hope-based environment is maintained and connecting with other organizations for outreach opportunities. Additionally, I facilitate staff co-reflection during team building days, and certify that all staff are enrolled in co-reflections and needed trainings. I am also responsible for guaranteeing that all of our state contract deliverables are met, for purchasing supplies and equipment for both Centers, and producing our monthly newsletter.

Riverbend Community Mental Health Center Inc. June 2019 – April 2020

Emergency Services Peer Support Specialist

Provided direct services including engagement, assessment and support to individuals experiencing psychiatric crises. Services were provided in conjunction with clinicians and based out of a multidisciplinary team. Services were provided in multiple settings, primarily through Emergency Services, but also on site at Riverbend's Crisis Treatment Center

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Granite State Independent Living June 2018 – February 2020

In Home Care Provider

Provide direct in-home care with a focus on ADLs in coordination with other in-home care agencies and providers. Responsibilities include monitoring response to medical treatment, managing medications and household inventory and promoting healthy activity and nutrition. Trained to support an individual challenged by late-stage dementia to support them in managing anxiety, confusion, frustration and supporting a sense of wellbeing. Function as lead care provider and provide oversight and coordination of a multi-person staffing pattern.

Skills

- Developing and maintaining strong working relationships with a diverse array of people
- Working well in a team environment
- Empathetic listening and problem solving
- Excellent conflict resolution skills
- Excellent written and oral communication skills
- Dependable, organized
- Able to work autonomously and seek supervision as appropriate

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Mallory Manning

[redacted]

Email: [redacted]

Education:

Londonderry High School, Londonderry, NH — June 2014

Northern Essex Community College, Haverhill, MA

Associate's Degree in Liberal Arts — May 2019

Certifications

Peer Specialist — July 2021

Work Experience:

Ticket Sales for Athletic Events — January 2012-October 2013

Windham High School, Windham, NH

I sold tickets and calculated change for many customers in a limited time

Hostess — March 2014-August 2014

Cracker Barrel Old Country Store, Derry, NH

Maintain an equal number of customers for each server

Market special menu items to guests

Service customer complaints

I have seated over 100 guests in less than 30 minutes

Hostess

Airport Diner, Manchester, NH — April 2015-July 2015

Maintain an equal number of customers for each server

Service customer complaints

Answer telephone calls

Take to-go orders and room service orders for the connecting hotel

Cashier

Deliver room service orders to hotel

Assist servers

Cashier

Hazelton Orchards, Chester, NH — December 2016-November 2017

Cashier

Restock produce

Run pick-your-own stand

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Create visual advertisements
Service customer complaints
Assist in taking down netting over blueberry fields at the end of the season

Peer Support Facilitator March 2019-April 2021
On The Road to Wellness, Derry, NH
Facilitate peer support groups
Make and answer outreach calls with new and existing members
Make lunch for members
Various cleaning tasks
Run workshop during retreat event
Member of re-opening committee following COVID-19
Hold key to cashbox and give out and record employee reimbursement for supplies
Create "Member of the Month" board for members of the month
Participate in one-on-one peer support with members
Represent the center at town events
Update job board
Maintain a friendly and welcoming attitude
Run a group at the Cypress Center about the Wellness Recovery Action Plan
Show visitors around the center and inform them about programming
Explain programming to members of the community at "Derryfest" town event

Team Leader
On The Road to Wellness. Derry, NH April 2021-Current
Hold all responsibilities of a Peer Support Facilitator
Delegate information from the Director of Operations to all members of the Derry staff
In charge of training new hires
Create the schedule for Derry staff
Assist Director of Operations in planning educational events and field trips
Create an activity for the "DerryFest" town event
Create a winter clothing drive outreach event
Run community meetings
Respond to Facebook messages from potential members
Create social media posts for the organization
Organize monthly paperwork for statistics
Schedule and run Derry staff meetings

Peer Support Driver
On The Road to Wellness. Derry, NH August 2021-August 2022
Drive members home at the end of the day

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Pick-up members in the mornings when the morning driver is out
Drive members to field trips and other off-site events
Deliver newsletters to local businesses and organizations
Bring recyclables to the Derry Transfer Station
Pick up and deliver supplies from the Manchester Center to the Derry Center

Program Manager August 2022-Current

Hold all responsibilities of a Peer Support Facilitator and Team Leader
Request and secure donations for fundraising event
Plan and lead and organization-wide informal Intentional Peer Support training
Lead Community of Practice sessions for state-wide Peer Support training
Plan field trips and educational events
Edit the monthly newsletter for the organization
Attend Agency Planning meetings for the organization
Write suspension plan and discuss it with the suspended member
Interview potential hires for the Derry Center

Trainings:

Conflict Resolution	May 2019
2 Day WRAP Seminar I	November 2019
Intentional Peer Support Core	December 2019
Promoting Resiliency through Peer Support Whole Health	April 2021
NSC Defensive Driving Course	August 2021
Diversity and Cultural Competence	October 2021

Technical Skills:

Microsoft Office: Word, Excel, PowerPoint, Publisher
Social Media: YouTube, Facebook, Instagram, Twitter, TikTok, Reddit

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LEE ANN HUSSEY

[redacted]

Summary

Service professional with over 20 years of experience providing support to customers or Members

Education and Certificates

- IPS Core Training
- WRAP Facilitator Training
- Conflict Resolution Training
- Sexual Harassment Training
- Member Rights Training
- Hesser College, Associate in Psychology

Experience

2009 – Present

Team Leader, On the Road to Recovery, Inc.

- Provide leadership to fellow teammates
- Assist in the implementation of program at peer support center
- Create an environment for learning how to live with mental health issues
- Provide an example of the ten values of intentional peer support
- Practice the four tasks and three principles of intentional peer support
- Create, research, and facilitate several peer support groups per week
- Welcome new Member to center and explain the purpose of the center
- Process new Membership Application Forms and maintain Membership Records
- Provide support by developing wellness plans with Members
- Provide conflict resolution for Members and staff
- Co-facilitate Wellness Recovery Action Plan workshops
- Provide outreach on telephone and in community
- Participate in co-reflection
- Open and close center
- Assist in maintaining physical center
- Order and replenish supplies for the center

2007 – 2009

Transitional Housing Manager, On the Road to Recovery, Inc.

- Notified social workers at New Hampshire Hospital of vacancies
- Collected rent and maintained documentation
- Facilitated meetings between residents
- Met with individuals regarding their progress
- Provided conflict resolution for residents
- Communicated with agencies that referred candidates
- Communicated with agencies that provided housing for residents
- Created and implemented a statistics form, saving hours every month
- Assisted in maintaining physical facility
- Ordered and replenished supplies for the facility

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Peter P. Deleault
[redacted]

Experience:

3/2007 to Present: Concord Food Cooperative, Inc., 24 S. Main St., Concord, NH 03301 and 52 Newport Rd., New London, NH 03257

Controller: Concord Food Cooperative is a cooperative natural and organic grocery store with 2 locations with sales of over 7.5 million and 74 employees. Oversee accounting department and all accounting functions including but not limited to all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis and cash management.

06/2007 to Present: On The Road To Recovery Inc., 373 South Willow St., PMB 316, Manchester, NH 03103

Controller: OTRTR is a non-profit peer support mental health organization funded by State and Federal funds covering Manchester and Derry areas. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

07/2007 to Present: Tri-city Consumer Cooperative, Inc., 55 Summer St., Rochester, NH 03867

Controller: TCC is a non-profit peer support mental health organization funded by State and Federal funds covering the greater Rochester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

04/2004 to Present: Lakes Region Consumer Advisory Board, Inc., 328 Union Ave., Laconia, NH 03246

Controller: LRCAB is a non-profit peer support mental health organization funded by State and Federal funds covering Lakes Region and Concord. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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07/1992 to 01/2007: Sarabby, Inc., dba APPS Paramedical Services, 1 Old Hill Rd. Bow, NH, 03304.

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all of the bookkeeping and accounting responsibilities including payroll, all the monthly and quarterly tax deposits and filings for both Federal and State, AR/AP, account reconciliation. Sold business.

03/1995 to 03/2000: Chemdata Occupational Health & Drug Testing.

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all accounting responsibilities. Provided health and drug screens, DOT physicals and pulmonary function testing to local construction and trucking industries as well as municipal Firefighters and other industry workers utilizing respirators. Sold business.

1980 to 1990: Bank of New Hampshire, N. Main St., Concord, NH 03301.

Assistant Vice President-Loan Officer & Department Manager. Review financial statements, loan decision and processing, oversee loan department processes and personnel. Business marketing and loan development.

Education:

09/2004 to 04/2005: Hesser College, Manchester, NH. Advanced Computer course program to obtain certifications in both A+ and Network+.

1985-1989: University of New Hampshire, various courses in accounting, business management, bank management.

1973-1976: St. Anselm's College, 2 ½ years pre-med.

References upon request.

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Sarah R. MacFadzen

[redacted]

Summary

I am a Certified Peer Support Specialist and customer service professional with excellent written and verbal communications skills. I excel at building rapport and trust by displaying empathy, listening actively, asking questions, and taking detailed notes to keep myself organized and informed.

Relevant Experience

Executive Administrative Assistant | On the Road to Wellness | May 2023 - Present

Attend meetings, take and distribute minutes
Complete administrative tasks within given deadlines
Support the Executive Director in tasks as requested

Peer Support Facilitator | On the Road to Wellness | Oct 2022 - May 2023

Uphold the principles and values of the organization
Provide emotional support to guests and members
Lead engaging and interactive educational groups

Driver | Lyft | Jan 2019 - March 2020

Provide friendly, professional, and timely customer service
Maintain a clean and inviting environment inside vehicle at all times
Maintain a 5.0 customer satisfaction rating throughout 4,036 completed rides

Receptionist / Membership Sales Agent | Elements Massage | June 2018 - March 2019

Welcome and orient all clients to the studio and set a comfortable tone for their experience
Provide customer service in person, over the phone, and through email correspondence
Schedule appointments and maintain daily studio and office operations

Tour Manager / Mobile Distributor / Sales Agent | Quickfire | Nov 2017 - June 2018

Maintain and communicate business and financial records under strict deadlines
Plan travel itineraries to ensure a smooth entrance and set up at trade shows
Schedule collaboratively with trade show management via phone and email prior to trade shows
Assemble, merchandise, inventory, and maintain sales footprints during trade shows

Skills

Peer Support	Administration	Empathy
Customer Service	Critical thinking	Integrity
Communication	Attention to detail	Reliability
Active Listening	Time Management	Creativity
Problem-solving	Organization	Typing/Word processing

Education

UMass Amherst | 2011 | GPA: 3.2

Bachelor's of General Studies (concentrations in Psychology and Sociology)

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KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name: On the Road to Recovery (dba On the Road to Wellness)

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
David Blacksmith	Executive Director	75.00%	$63,000.00
Meghan Marhan	Director of Operations	100.00%	$52,000.00
Mallory Manning	Program Manager	100.00%	$40,000.00
LeeAnn Hussey	Team Leader	100.00%	$15,600.00
Peter DeLeault	Accountant	100.00%	$17,000.00
Sarah MacFadzen	Assistant	100.00%	$40,000.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 3, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $7,586,542 to operate Peer Support Agencies for the provision of peer support to individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services, with the option to renew for up to four (4) additional years, effective July, 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 39% Federal Funds. 61% General Funds.

Contractor Name	Vendor Code	Area Served & Office Locations	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Region VIII Portsmouth	$706,686
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Region VI Nashua	$1,125,368
Infinity Peer Support Cooperative (Rochester)	157797-B001	Region IX Rochester	$560,608
Lakes Region Consumer Advisory Board (Laconia, NH)	157060-B001	Regions III & IV Laconia & Concord	$980,936
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Region V Keene	$799,798
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Regions VII & X Manchester & Derry	$1,193,564
The Alternative Life Center (Conway, NH)	168081-B001	Region I Conway, Colebrook, Littleton, & Berlin	$1,245,310
The Stepping Stone Drop-In Center Association (Claremont, NH)	157697-B001	Region II Claremont & Lebanon	$974,272
		Total:	**$7,586,642**

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to operate Peer Support Agencies (PSA) for the provision of peer support for individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

Approximately 2,500 individuals will be served during State Fiscal Years 2023 and 2024.

New Hampshire's 10-year mental health plan emphasizes the importance of increasing access to and utilization of peer services. PSAs are physically located in each of the ten (10) Mental Health Regions wherein trained peers provide Intentional Peer Support (IPS) that helps individuals become more empowered and less dependent on the clinical mental health system. Contractors will provide peer support services that foster recovery from mental illness and promote self-advocacy. By providing peer support, peer education, and peer programming, the Contractors will assist individuals to develop skills to manage and cope with symptoms of illness, and to identify and use natural supports. Warmline services will be available statewide through telephonic peer support to assist individuals with addressing a current crisis related to their mental health during hours when a PSA is closed for services. Peer Respite, a 24-hour short-term, seven (7) day, non-clinical program designed as an alternative to hospitalization will also be offered in Mental Health Regions V and VI.

The Department will monitor services by reviewing monthly, quarterly, and annual reports provided by the Contractor.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subparagraph 1.2. of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of peer support services that facilitate wellness and recovery from mental illness will not receive peer support services; leaving them at risk of needing mental health services from the Community Mental Health Centers and/or from local hospitals, which are more costly alternatives to peer support services.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM083816

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 1-4 and 7-10

	Maximum Points Available	(R1) Alternative Life Center	(R1) TrueCare24	(R2) The Stepping Stone Drop-In Center Association	(R3) Lakes Region Consumer Advisory Board	(R4) Lakes Region Consumer Advisory Board	(R7) On the Road to Wellness	(R8) Connections Peer Support Center	(R9) Infinity Peer Support	(R10) On the Road to Wellness
Technical										
Ability Q1	40	33	15	38	20	20	40	40	25	40
Staffing Q2	25	20	7	20	7	7	24	24	12	24
Collaboration Q3	30	26	5	27	15	15	26	30	15	26
TOTAL POINTS	95	79	27	85	42	42	90	94	52	90

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BMHS-01-PEERS

Project Title :Peer Support Agencies Regions 5 and 6

	Maximum Points Available	(R5) Monadnock Area Peer Support Agency	(R6) H.E.A.R.T.S PSA
Technical			
Ability Q1	40	40	32
Staffing Q2	25	24	18
Collaboration Q3	30	30	29
Ability for Peer Respite Q4	40	40	20
Experience with Peer Respite Q5	25	23	20
TOTAL POINTS	160	157	117

	Reviewer Name	Title
1	Ayla Kendall	Program Planning and Review Specialist
2	Thomas Grinley	Program Planning and Review Specialist
3	Sara Suter	Recovery Program Specialist
4	Tiffany Crowell	Nurse Administrator
5	Tanja Godtfredsen	Business Administrator II

05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92204118					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
2024	Contracts for Prog Svs	102-500731	$ 207,238.00	$ -	$ 207,238.00
Subtotal			$ 414,476.00	$ -	$ 414,476.00
The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
2024	Contracts for Prog Svs	102-500731	$ 134,408.00	$ -	$ 134,408.00
Subtotal			$ 268,816.00	$ -	$ 268,816.00
Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
2024	Contracts for Prog Svs	102-500731	$ 163,242.00	$ -	$ 163,242.00
Subtotal			$ 326,484.00	$ -	$ 326,484.00
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
2024	Contracts for Prog Svs	102-500731	$ 133,098.00	$ -	$ 133,098.00
Subtotal			$ 266,196.00	$ -	$ 266,196.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
2024	Contracts for Prog Svs	102-500731	$ 209,553.00	$ -	$ 209,553.00
Subtotal			$ 419,106.00	$ -	$ 419,106.00
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
2024	Contracts for Prog Svs	102-500731	$ 198,627.00	$ -	$ 198,627.00
Subtotal			$ 397,254.00	$ -	$ 397,254.00
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
2024	Contracts for Prog Svs	102-500731	$ 117,604.00	$ -	$ 117,604.00
Subtotal			$ 235,208.00	$ -	$ 235,208.00
Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	**Class Title**	**Class Account**	**Current Budget**	**Amount Increase/ (Decrease)**	**Revised Budget Amount**
2023	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00
2024	Contracts for Prog Svs	102-500731	$ 65,598.00	$ -	$ 65,598.00

Subtotal			$ 131,196.00	$ -	$ 131,196.00

SUB TOTAL			$ 2,458,736.00	$ -	$ 2,458,736.00

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
2024	Grants for Pub Asst and Rel	074-500589	$ 237,516.00	$ -	$ 237,516.00
Subtotal			$ 475,032.00	$ -	$ 475,032.00

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
2024	Grants for Pub Asst and Rel	074-500589	$ 213,546.00	$ -	$ 213,546.00
Subtotal			$ 427,092.00	$ -	$ 427,092.00

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
2024	Grants for Pub Asst and Rel	074-500589	$ 187,092.00	$ -	$ 187,092.00
Subtotal			$ 374,184.00	$ -	$ 374,184.00

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
2024	Grants for Pub Asst and Rel	074-500589	$ 152,544.00	$ -	$ 152,544.00
Subtotal			$ 305,088.00	$ -	$ 305,088.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
2024	Grants for Pub Asst and Rel	074-500589	$ 192,364.00	$ -	$ 192,364.00
Subtotal			$ 384,728.00	$ -	$ 384,728.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
2024	Grants for Pub Asst and Rel	074-500589	$ 227,646.00	$ -	$ 227,646.00
Subtotal			$ 455,292.00	$ -	$ 455,292.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,784.00	$ -	$ 134,784.00
Subtotal			$ 269,568.00	$ -	$ 269,568.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
2024	Grants for Pub Asst and Rel	074-500589	$ 134,619.00	$ -	$ 134,619.00
Subtotal			$ 269,238.00	$ -	$ 269,238.00

SUB TOTAL			$ 2,960,222.00	$ -	$ 2,960,222.00

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

100% General Funds

Activity Code: 92204117

The Alternative Life Center

Vendor # 068801

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
2024	Contracts for Prog Svs	102-500731	$ 177,901.00	$ -	$ 177,901.00
Subtotal			$ 355,802.00	$ -	$ 355,802.00

The Stepping Stone Drop-In Center Association

Vendor # 157967

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
2024	Contracts for Prog Svs	102-500731	$ 139,182.00	$ -	$ 139,182.00
Subtotal			$ 278,364.00	$ -	$ 278,364.00

Lakes Region Consumer Advisory Board

Vendor # 157060

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
2024	Contracts for Prog Svs	102-500731	$ 140,134.00	$ -	$ 140,134.00
Subtotal			$ 280,268.00	$ -	$ 280,268.00

Monadnock Area Peer Support Agency

Vendor # 157973

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
2024	Contracts for Prog Svs	102-500731	$ 114,257.00	$ -	$ 114,257.00
Subtotal			$ 228,514.00	$ -	$ 228,514.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI

Vendor # 209287

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
2024	Contracts for Prog Svs	102-500731	$ 160,767.00	$ -	$ 160,767.00
Subtotal			$ 321,534.00	$ -	$ 321,534.00

On the Road to Recovery, Inc.

Vendor # 158839

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
2024	Contracts for Prog Svs	102-500731	$ 170,509.00	$ -	$ 170,509.00
Subtotal			$ 341,018.00	$ -	$ 341,018.00

Connections Peer Support Center

Vendor # 157070

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
2024	Contracts for Prog Svs	102-500731	$ 100,955.00	$ -	$ 100,955.00
Subtotal			$ 201,910.00	$ -	$ 201,910.00

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
2024	Contracts for Prog Svs	102-500731	$ 80,087.00	$ -	$ 80,087.00
Subtotal			$ 160,174.00	$ -	$ 160,174.00
SUB TOTAL			$ 2,167,584.00	$ -	$ 2,167,584.00
TOTAL			$ 7,586,542.00	$ -	$ 7,586,542.00

Summary by Vendor			Total Amount
The Alternative Life Center			$ 1,245,310.00
The Stepping Stone Drop-In Center Association			$ 974,272.00
Lakes Region Consumer Advisory Board			$ 980,936.00
Monadnock Area Peer Support Agency			$ 799,798.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			$ 1,125,368.00
On the Road to Recovery, Inc.			$ 1,193,564.00
Connections Peer Support Center			$ 706,686.00
Tri-City Consumers' Action Co-operative			$ 560,808.00
Total			$ 7,586,542.00

FORM NUMBER P-37 (version 12/11/2019)

Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name On the Road to Recovery, Inc. dba On the Road to Wellness		1.4 Contractor Address 377 S Willow St Suite B2-4 Manchester, NH 03103	
1.5 Contractor Phone Number (603) 623-4523	1.6 Account Number 010-092-4117-102-0731JN 92204117; 010-092-4118-102-0731JN 92204118; 010-092-4120-074-589JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation $1,193,564
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Kyle Winston Date: 6/10/2022		1.12 Name and Title of Contractor Signatory Kyle Winston Board president	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/10/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/13/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS KW
Date 6/10/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DS
Date 6/10/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials LW

Date 6/10/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials KW

Date 6/10/2022

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

      3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

      3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

      12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Regions 7 and 10.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.

1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:

1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and

1.6.2. May include individuals who are homeless.

1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

1.8. Peer Support Services:

1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:

1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:

1.8.1.1.1. Intentional Peer Support (IPS).

1.8.1.1.2. Wellness Recovery Action Planning.

1.8.1.1.3. Whole Health Management.

1.8.1.1.4. Setting boundaries.

1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.

1.8.1.1.6. Wellness.

1.8.1.1.7. Stress management.

1.8.1.1.8. Addressing trauma.

1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:

1.8.1.2.1. Smoking cessation.

1.8.1.2.2. Weight loss.

1.8.1.2.3. Nutrition and Cooking.

1.8.1.2.4. Physical exercise.

1.8.1.2.5. Mindfulness activities including, but not limited to:

1.8.1.2.5.1. Yoga.

1.8.1.2.5.2. Meditation.

1.8.1.2.5.3. Journaling.

1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:

1.8.1.3.1. Arts and crafts.

1.8.1.3.2. Music expression.

1.8.1.3.3. Creative writing.

1.8.1.3.4. Cooking.

1.8.1.3.5. Sewing.

1.8.1.3.6. Gardening.

1.8.1.3.7. Movies.

1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

1.8.1.4.1. Online blogs or articles that relate to mental health.

1.8.1.4.2. Obtaining employment.

1.8.1.4.3. Budgeting.

1.8.1.4.4. Decision-making.

1.8.1.4.5. Self-advocacy.

1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:

1.8.2.1. Visiting a natural setting.

1.8.2.2. Volunteering opportunities.

1.8.2.3. Visiting a museum.

1.8.2.4. Visiting a local historical site.

1.8.2.5. Visiting local farms or gardens.

1.8.3. The Contractor shall ensure PSA's are:

1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and

1.8.3.2. At a physical location and/or building that is:

1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and

1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.

1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:

1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.

1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;

1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;

1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;

1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;

1.8.5.5. Encourages informed decision-making about all aspects of people's lives;

1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and

1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.

1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:

1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;

1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and

1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:

1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;

1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;

1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and

1.8.6.3.5. May include outreach calls.

1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:

1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;

1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;

1.8.7.3. Include member articles and contributions; and

1.8.7.4. Include other relevant topics that might be of interest to members and participants.

1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:

1.8.8.1. Rights Protection.

1.8.8.2. Peer Advocacy.

1.8.8.3. Recovery.

1.8.8.4. Employment.

1.8.8.5. Wellness Management.

1.8.8.6. Community Resources.

1.8.9. The Contractor shall provide individual peer support services to ensure individuals:

1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and

1.8.9.3. Can self-advocate.

1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:

1.8.10.1. Information relative to obtaining and maintaining competitive employment.

1.8.10.2. Referrals to community mental health center employment programs.

1.8.10.3. Employment-related activities that include, but are not limited to:

1.8.10.3.1. Resume writing.

1.8.10.3.2. Interviewing techniques.

1.8.10.3.3. Completing employment applications.

1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:

1.8.11.1. Stigma of mental illness, wellness and recovery;

1.8.11.2. Peer support and wellness services; and

1.8.11.3. The peer support community.

1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:

1.8.12.1. Preparing for appointments.

1.8.12.2. Taking notes.

1.8.12.3. Utilizing the physician's desk reference book as a resource.

1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.

1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:

1.8.14.1. Transport members, participants, and guests in a Contractor-owned or leased vehicle, to and from their

homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

1.8.14.1.1. Peer support services.

1.8.14.1.2. Wellness and recovery activities.

1.8.14.1.3. Annual conferences.

1.8.14.1.4. Regional meetings.

1.8.14.1.5. Council meetings.

1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:

1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.

1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.

1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.

1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.

1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.

1.8.14.5. Acknowledge funding from the Department to support transportation costs:

1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.

1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.

1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:

1.8.16.1. The minimum engagement policy.

1.8.16.2. Suspension of membership policy.

1.8.16.3. Membership rules.

1.8.16.4. Attestation that the consumer supports the mission of the PSA.

1.8.17. The Contractor shall provide services to:

1.8.17.1. Both members and non-members.

1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.

1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.

1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.

1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:

1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:

1.8.19.1.1. Individuals name.

1.8.19.1.2. Date of written grievance.

1.8.19.1.3. Nature and subject of the grievance.

1.8.19.1.4. A method to submit an anonymous grievance.

1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.

1.8.19.3. A method to track grievances.

1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.

1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.

1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.

1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.

1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.

1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.

1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.

1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.

1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:

1.8.25.1. Mental health service providers.

1.8.25.2. Area homeless shelters.

1.8.25.3. Community action programs.

1.8.25.4. Housing agencies.

1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.

1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:

1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

1.8.27.2. Any review may result in a report and potential corrective action plan.

1.8.28. The Contractor shall participate in quality assurance reviews as follows:

1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.

1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:

1.8.28.2.1. Data.

1.8.28.2.2. Financial records.

1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.

1.8.28.2.5. Scheduled phone access to Contractor principals and staff.

1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:

1.8.29.1. Participating in bi-annual quality improvement review.

1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.

1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.

1.8.29.4. Reviewing personnel files for completeness.

1.8.29.5. Reviewing the grievance process.

1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.

1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.

1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:

1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.

1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.

1.8.33.3. Annual wellness training is available to staff.

1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.

1.8.33.5. All personnel and training records are current and available to the Department, as requested.

1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:

1.8.35.1. The individual's name is on the BEAS State Registry;

1.8.35.2. The individual has a criminal record of a felony conviction; or

1.8.35.3. The individual has a record of any misdemeanor conviction involving:

1.8.35.3.1. Physical or sexual assault;

1.8.35.3.2. Violence;

1.8.35.3.3. Exploitation;

1.8.35.3.4. Child pornography;

1.8.35.3.5. Threatening or reckless conduct;

1.8.35.3.6. Theft;

1.8.35.3.7. Driving under the influence of drugs or alcohol; or

1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:

1.11.1. Personnel records.

1.11.2. Financial records.

1.11.3. Program data files.

1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.

1.13. Reporting

1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:

1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.

1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.

1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:

1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.

1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.

1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.

1.13.1.7. Quarterly revenue and expenses by cost, category and locations.

1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.

1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:

1.13.3.1. Community outreach activities as outlined in the Statement of Work.

1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.

1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.

1.13.3.4. Statistical data including, but not limited to:

1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.

1.13.3.4.2. Program utilization data.

1.13.3.4.3. Number of telephone peer support outreach contacts.

1.13.3.4.4. Number and description of outreach activities.

1.13.3.4.5. Number and description of educational events provided on-site and in the community.

1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.

1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:

1.13.3.6.1. Executive Director's report.

1.13.3.6.2. Board of Directors roster.

1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:

1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.

1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.

1.13.4.3. The contract shall provide the following reports as determined by the department:

1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.

1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.

1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.

1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.

1.14. Performance Measures

1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.

1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic,

performance, and service data.

1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement: The preparation of this (report, document etc.) was financed under an

Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the

Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Peer Support Agencies

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
   1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
   3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
   3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:DS

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. 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.

8. Audits

   8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.

   8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 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.

      8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   8.3. In addition to, and not in any way in limitation of obligations of the Agreement, 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.

9. Property Standards

9.1. Insurance coverage.

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell

property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

9.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds $5,000.

9.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

9.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

9.3.2.2. Not encumber the property without approval of the State.

9.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

9.3.3. Use.

9.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for

use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

9.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

9.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

9.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

9.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

9.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

9.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.

9.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

9.3.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

10. Property Trust Relationship and Liens

10.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

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 DD

Date 6/10/2022

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: On The Road to Wellness

6/10/2022
Date

DocuSigned by:
Kyle Winston
Name: Kyle Winston
Title: Board president

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: On The Road to Wellness

6/10/2022
Date

DocuSigned by:
kyle Winston
Name: Kyle Winston
Title: Board president

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: On The Road to Wellness

6/10/2022
Date

DocuSigned by:
Kyle Winston
Name: Kyle Winston
Title: Board president

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.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: On The Road to Wellness

6/10/2022
Date

DocuSigned by:
Kyle Winston
Name: Kyle Winston
Title: Board president

DocuSign Envelope ID: 8838BD99-3930-4322-9024-A940D35C67B7

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: On The Road to Wellness

6/10/2022
Date

DocuSigned by:
Kyle Winston
Name: Kyle Winston
Title: Board president

New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	On The Road to Wellness
The State	Name of the Contractor
Katja S. Fox	Kyle Winston
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Kyle Winston
Name of Authorized Representative	Name of Authorized Representative
Director	Board president
Title of Authorized Representative	Title of Authorized Representative
6/10/2022	6/10/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: On The Road to Wellness

6/10/2022
Date

DocuSigned by:
Kyle Winston
Name: Kyle Winston
Title: Board president

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: U45GRXG3VNZ5

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _X_ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _X_ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____
   Name: David Blacksmith Amount: $60,000
   Name: _____ Amount: _____
   Name: _____ Amount: _____
   Name: _____ Amount: _____

Contractor Initials DS
Date 6/10/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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

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

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

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.).

Contractor Initials DS

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Date

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

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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