



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

April 10, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing contract with SOS Recovery Community Organization, Inc. (VC #458264), Rochester, NH to continue providing Family Support Coordinator services, by exercising a contract renewal option by increasing the price limitation by \$220,000 from \$335,000 to \$555,000 and extending the completion date from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 100% Other Funds (Governor's Commission Funds).

The original contract was approved by Governor and Council on January 22, 2021, item #23, and amended on May 18, 2022, item #23, and most recently amended on May 17, 2023, item #27.

Funds are available in the following account for State Fiscal Year 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058501	\$75,000	\$0	\$75,000
2022	102-500731	Contracts for Prog Svc	92058501	\$75,000	\$0	\$75,000
2023	102-500731	Contracts for Prog Svc	92058501	\$75,000	\$0	\$75,000
2024	102-500731	Contracts for Prog Svc	92058501	\$110,000	\$0	\$110,000
2025	102-500731	Contracts for Prog Svc	92058501	\$0	\$110,000	\$110,000
2026	102-500731	Contracts for Prog Svc	92058501	\$0	\$110,000	\$110,000
			Total	\$335,000	\$220,000	\$555,000

EXPLANATION

The purpose of this request is for the Contractor to continue providing family support group coordination services for families of individuals with Substance Use Disorders (SUD) and/or co-occurring mental health disorders. The Contractor will continue to coordinate family support group facilitator trainings statewide, and assess the family support group network to identify areas where new or additional family support groups are needed.

Approximately 3,800 individuals will be served from July 1, 2024, through June 30, 2026.

The Contractor will continue to provide family support services, including substance misuse education, access to resources to assist with substance misuse and related needs, and peer-to-peer support and mentoring. These services help participants to increase their knowledge of substance misuse; promote individual and family resiliency; develop skills for supporting loved ones with a substance use disorder; and enhance their ability to contribute to their families and communities as a whole.

The Department will continue to monitor contracted services to ensure increased access to family support groups, as measured by the number of support groups and number of residents served.

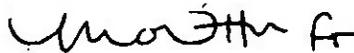
As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its renewal option to renew services for two (2) years of the remaining two (2) years available.

Should the Governor and Council not authorize this request, the availability of family support services groups will decrease, potentially resulting in lower individual resiliency and community contribution. In addition, the ability to help individuals who misuse substances to access necessary services will decrease. Substance misuse may consequently continue for longer than it otherwise would, increasing the social, emotional, physical, and financial impacts of stress and trauma for individuals misusing substances, as well as their loved ones.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the Family Support Coordinator Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department"), and SOS Recovery Community Organization, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council January 22, 2021 (Item #23), as amended on May 18, 2022 (Item #23), and amended on May 17, 2023 (Item #27), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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 1.3, Contractor Name, to read:
SOS Recovery Community Organization, Inc.
2. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:
14 Signal Street, Rochester, NH, 03867.
3. Form P-37 General Provisions, Block 1.5, Contractor Phone Number, to read:
603-841-2350.
4. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$555,000.
5. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026.
6. Modify Exhibit C, Payment Terms, Section 2, to read:
 2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-6 Budget, Amendment #3.
7. Add Exhibit C-5 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-6 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.

DS
JB

All terms and conditions of the Contract and prior amendments 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

3/28/2024

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

SOS Recovery Community Organization, Inc.

3/28/2024

Date

DocuSigned by:
John Burns

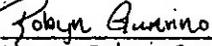
Name: John Burns
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/19/2024

Date

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-5 Amendment #3

Budget

New Hampshire Department of Health and Human Services		
Contractor Name:		SOS Recovery Community Organization, Inc.
Budget Request for:		Family Support Coordinator Services
Budget Period		State Fiscal Year 2025
Indirect Cost Rate (if applicable)		10%
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.</i>
1. Salary & Wages	\$69,680	100% of FTE Family Recovery Supervisor and 50% of FTE Family Recovery Support Coordinator.
2. Fringe Benefits	\$15,330	22% benefits rate
3. Consultants/Professional Fees	\$1,200	Consulting fees for IT and bookkeeping
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5. Supplies Office	\$900	Office supplies to support work
6. Occupancy	\$3,600	Occupancy costs for staff
7. Travel	\$1,800	Mileage and travel costs
8. Insurance	\$900	liability and building insurance
9. Telephone	\$900	telephone for supervisor
10. Printing	\$900	offset costs of printing materials for groups
11. Marketing/Communications	\$1,200	cost of communication and marketing efforts for outreach
12. Education and Training	\$3,590	Training and education such as Invitation to change for staff and facilitators in NH
	\$0	
	\$0	
Other (please specify)	\$0	
9. Subrecipient Contracts	\$0	
Total Direct Costs	\$100,000	
Total Indirect Costs	\$10,000	
TOTAL	\$110,000	

Exhibit C-6 Amendment #3

Budget

New Hampshire Department of Health and Human Services		
Contractor Name: SOS Recovery Community Organization, Inc.		
Budget Request for: Family Support Coordinator Services		
Budget Period: State Fiscal Year 2026		
Indirect Cost Rate (if applicable): 10%		
Line Item	Program Cost - Funded by DHHS	Budget Narrative Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.
1. Salary & Wages	\$69,680	100% of FTE Family Recovery Supervisor and 50% of FTE Family Recovery Support Coordinator.
2. Fringe Benefits	\$15,330	22% benefits rate
3. Consultants/Professional Fees	\$1,200	Consulting fees for IT and bookkeeping
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	\$0	
	\$0	
Other (please specify)	\$0	
9. Subrecipient Contracts	\$0	
Total Direct Costs	\$100,000	
Total Indirect Costs	\$10,000	
TOTAL	\$110,000	

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 SOS RECOVERY COMMUNITY ORGANIZATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 25, 2022. 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: 914698

Certificate Number: 0006279934



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of July A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Charles Mancuso, hereby certify that:

1. I am the duly elected President of the Board of Directors of SOS Recovery Community Organization, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on February 9, 2024, at which a quorum of the Directors were present and voting.

VOTED: That John Burns, Executive Director, is duly authorized on behalf of SOS Recovery Community Organization to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his 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. The vote was in full force on March 28, 2024. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position 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: 4/16/2024

DocuSigned by:
Charles Mancuso
E290F47388204EF...

Signature of Elected Officer
Name: Charles Mancuso
Officer Title: Board President



OUR MISSION

The mission of SOS Recovery Community Organization is to support all people affected by substance use with peer-based solutions and advocacy to reduce the harm and stigma of drugs.

OUR VISION

SOS Recovery Community Organization envisions a world where recovery is widely embraced through low-barrier access to inclusive and respectful supports, and where all who seek recovery have access to the care and resources they need to achieve their self-defined goals.



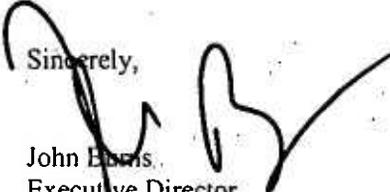
March 28, 2024

DHHS
Bureau of Contracts & Procurement
129 Pleasant Street
Concord, NH 03301
(603) 271-9610

To whom it may concern:

SOS Recovery Community Organization was formally a program of Greater-Seacoast Community Health. We became a separate entity and are recognized as such effective in October 2023. However, in separating we did not begin operations as a separate entity until July 1, 2023, and our first full fiscal year of operations concluded on December 31, 2023. We are currently working on the end of year statements for our first year of operation and our revenue is below the requirements for an independent fiscal review. We do, however, currently have a CPA from the firm of Mason Rich Professional Association working on our fiscal year 2023 financials and tax returns. They are incomplete. I have attached a draft version of them and Mason Rich will be providing financial compilations over the next few months but they are not available at this time.

Sincerely,



John Ewins
Executive Director
SOS Recovery Community Organization
john@sosrco.org

SOS Recovery Community Organization

Statement of Financial Position

As of December 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 KSB Checking 1084	135,286.75
1010 Cash	0.00
1072 Bill.com Money Out Clearing	0.00
Total Bank Accounts	\$135,286.75
Accounts Receivable	
2000 Accounts Receivable (A/R)	212,082.38
Total Accounts Receivable	\$212,082.38
Other Current Assets	
2650 Payments to deposit	5.00
2700 Prepaid expenses	3,500.00
Total Other Current Assets	\$3,505.00
Total Current Assets	\$350,874.13
Fixed Assets	
3100 Accumulated depreciation	-195.34
3200 Furniture & fixtures	72,007.07
3250 Vehicle	2,950.00
3300 Improvements	157,556.75
Total Fixed Assets	\$232,318.48
TOTAL ASSETS	\$583,192.61
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
3500 Accounts Payable (A/P)	25,154.73
Total Accounts Payable	\$25,154.73
Credit Cards	
1004 Credit Card	490.19
Total Credit Cards	\$490.19
Other Current Liabilities	
3610 Restricted Prepaid Government Grants Payable	0.00
3620 3620 Deferred Conference Revenue (Sponsorships)	250.00
3700 Payroll wages and tax to pay	22,723.29
Total Other Current Liabilities	\$22,973.29
Total Current Liabilities	\$48,618.21
Total Liabilities	\$48,618.21

SOS Recovery Community Organization

Statement of Financial Position

As of December 31, 2023

	TOTAL
Equity	
9550 Retained Earnings	
Net Revenue	534,574.40
Total Equity	\$534,574.40
TOTAL LIABILITIES AND EQUITY	\$583,192.61

DRAFT

SOS Recovery Community Organization

Statement of Activity

January - December 2023

	TOTAL
Revenue	
4000 Contributed income	1,111,461.12
4350 Miscellaneous Income	30,278.03
4400 Fee for Service Revenue	57,324.28
4500 Restaurant Sales	49,740.74
4900 Total Special Event Net	15,187.45
Billable Expenditure Revenue	2,013.62
Total Revenue	\$1,266,005.24
Cost of Goods Sold	
5000 Cost of Goods Sold	22,038.07
Total Cost of Goods Sold	\$22,038.07
GROSS PROFIT	\$1,243,967.17
Expenditures	
6000 Payroll expenses	451,052.60
6050 Bank Fees	98.55
6060 Credit Card Fees	1,801.77
6100 Occupancy	73,259.98
6300 Meeting & Programming Expenses	2,967.85
6400 Travel	18,251.56
6440 Meals	1,224.67
6450 Telephone	3,551.14
6500 Insurance	6,923.00
6600 Office Supplies	9,604.65
6620 Medical and Wound Care Supplies	7,966.71
6700 Printing	5,919.47
6750 Postage	32.40
6800 Advertising & marketing	5,089.81
6850 Dues & Subscriptions	621.00
6875 Promotional Expenses	6,807.91
6900 Contract & professional fees	27,149.23
7000 Repairs & maintenance	3,188.13
7200 Software and IT Subscriptions	7,153.01
7250 Small Equipment and Materials	17,310.67
7300 Education & Conferences	4,681.95
7350 Educational Materials	148.99
7400 Pre-Employment Expenses	3,854.46
7950 Uncategorized Expense	50,021.59
QuickBooks Payments Fees	197.73
Total Expenditures	\$708,878.83
NET OPERATING REVENUE	\$535,088.34

SOS Recovery Community Organization

Statement of Activity

January - December 2023

	TOTAL
Other Expenditures	
7100 Vehicle expenses	318.60
9000 Depreciation	195.34
Total Other Expenditures	\$513.94
NET OTHER REVENUE	\$ -513.94
NET REVENUE	\$534,574.40

DRAFT



BOARD OF DIRECTORS LIST

(Each board term is 3-years and charter allows 2 consecutive terms and then must step down after the 2nd term for at least one year)

Board President: Chuck Mancuso [REDACTED] [REDACTED] 1 st term expires December, 2025, [REDACTED]	Board Vice President: Lisa Leach [REDACTED] [REDACTED] [REDACTED] pt Term Expires December, 2025 [REDACTED]
Treasurer: Bradford Paige, President and CEO, [REDACTED] [REDACTED] 1 st Term Expires March 30, 2026 [REDACTED]	Secretary: Kim Lindquist [REDACTED] pt Term Expires December, 2025 [REDACTED]
Elizabeth Cushing, NIH Public Defenders Office [REDACTED] 1 st Term Expires December, 2025 [REDACTED]	Lara Drollet, Chief Strategy and Communications [REDACTED] [REDACTED] pt term Expires December 2025 [REDACTED]
James Duffy [REDACTED] 1 st Term Expires December 2025 [REDACTED]	Yvette Frost [REDACTED] [REDACTED] [REDACTED] 1 st Term Expires March 30, 2026 [REDACTED]
Crystal Paradis [REDACTED] [REDACTED] [REDACTED] [REDACTED] 1 st Term Expires December, 2025 [REDACTED]	Christopher Somma [REDACTED] [REDACTED] [REDACTED] pt Term Expires March, 2026 [REDACTED]

DANIELLE SLOANE

CONTACT

[REDACTED]
[REDACTED]
[REDACTED]
dsloane@sosrco.org

EDUCATION

Kingswood Regional High School
2009 - 2013

KEY SKILLS

Excellent written and verbal communication skills

Lived experience in long-term recovery from substance use disorder

Highly adaptable to different work environments and demands

INTERESTS

Hiking
Gardening
Collecting

PROFILE

Highly motivated, self-driven social services provider with 2 years of experience; Expertise working with vulnerable populations; Experience working within various recovery models with an emphasis on harm reduction.

EXPERIENCE

SOS RECOVERY COMMUNITY ORGANIZATION ROCHESTER, NH

Family Recovery Support Supervisor - 01/2024 - Present

Oversee the statewide family recovery contract and "Families in Recovery" program, coordinate planning for family support program implementation, provide support for family support groups, assist with marketing for the groups.

FAMILIES IN TRANSITION WOLFEBORO, NH

Support Staff - 03/2022 - 01/2024

Coordinated bed assignments, ensured a smooth intake process for guests through supporting and triaging mental health crises and monitoring the safety of the shelter, maintained client records by updating information, monitored inventory levels of office supplies, and submitted orders, and reviewed incoming correspondence and routed it to appropriate recipients.

BECKETT FAMILY SERVICES Conway, NH

Direct support staff - 11/2021-03/2022

Assists individuals with intellectual and developmental disabilities, duties include creating behavior plans for these individuals, teaching them self-care skills, helping with everyday tasks such as housekeeping, meal preparation, attending appointments and running errands. Performing personal care tasks including assistance with basic hygiene, medical monitoring, and healthcare related tasks.

Lillian Duchano

[REDACTED]
[REDACTED]

Work Experience

Family Recovery Support Specialist

SOS Recovery Community Organization - Rochester, NH

July 2023 to Present

- Provide family recovery supports to family members and parents engaged in SOS family recovery support programs and services.
- Engage compassionately and enthusiastically with participants who are in our recovery centers.
- Take the lead on all crises within our centers with the support of a supervisor and/or manager.
- Maintain a safe and trauma informed space within our recovery centers that is orderly and centers the experiences of our community, participants, and volunteers.
- Input all engagements with participants accurately and accordingly in Recovery Link and in real time.
- Obtain Participant Outcomes and Recovery Capital Assessments at every participant engagement (or when possible).
- Report in a timely and punctual manner to appropriately support our participants and be prepared and available both physically and emotionally to serve participants at the start of all scheduled shifts.
- Engage compassionately, enthusiastically and with empathy with the community, volunteers, and all participants in and outside our recovery centers, at events, during training, and with community stakeholders.
- Provide a supportive environment that welcomes and encourages a culture of diversity, equity, inclusion, and justice for those marginalized, especially the LGBTQIA+ community and Black, Indigenous, and people of color.
- Provide members with harm reduction materials such as sterile syringes, safer smoking supplies, wound care who are seeking safe supplies and overdose prevention materials.
- Check email daily, maintain communication on internal staff communications platforms (i.e., Slack).
- Connect and encourage participants to resources while honoring their self-directed goals.

Direct Support Professional

Community Partners - Rochester, NH

October 2019 to July 2023

- Provides direct care to those with intellectual and developmental disabilities.
- Performs personal care tasks, including assistance with basic personal hygiene and grooming, feeding, and ambulation, medical monitoring, and health care related tasks.
- Fosters positive relationships between caretakers and individuals served.
- Ensures client safety and maintaining a safe environment.
- Reminds and assists clients with self-administration of medications (with proper training).
- Encourages self-help activities.

- Reports changes in client's condition or family situation to administrators and supervisors.

Recovery Support Specialist

Hope On Haven Hill - Rochester, NH

May 2021 to July 2022

As a recovery support specialist, I was responsible for providing trauma informed care to an array of clients with varying levels of substance use disorder and mental illness. I was also tasked with taking notes on each clients daily that was then submitted to the state and clinical team. I also worked closely with the clinical team in developing care plans based on clients needs. While working at hope in haven hill, I completed all needed CRSW training.

Personal Care Assistant

As life goes on, LLC. - Rochester, NH

June 2019 to December 2020

- Help residents with daily life activities
- Cook meals and pass meds
- I work closely with residents families to provide the upmost excellent care for each and every resident
- Responsible for medication pass and resident/building safety.

Licensed Nursing Assistant

Genesis HealthCare - Rochester, NH

November 2017 to May 2019

- Cared for individuals with dementia, Alzheimer's disease, physical disability.
- Took and recorded vital signs such as temperature, blood pressure, pulse and respiration rates, and blood sugar.
- Monitored patients' intake of oral medications as directed by physician or nurse, and made notation of time and amount given. Cleaned rooms, changed bed linens, and attended to patients' comfort and cleanliness.
- Turned bedfast patients to avoid bedsores or gave enemas, douches, massages, alcohol rubs and compresses.
- Prepared and served food or fed patients needing assistance, and recorded food or liquid intake and output.
-

Retail Sales Associate

Pet Paradise - Rochester, NH

July 2016 to June 2018

- Maintained I work friendly environment for all staff and animals
- Participated in sales, answered customers phone calls and questions, provided customer service.
- Put away stock and recorded inventory for every shipment to the store
- Hosted sales events/sale parties for the store
- Provided animal care

Education

High school or equivalent

Bud Carlson Academy - Rochester, NH
June 2012 to June 2016

High school or equivalent

Skills

- Patient Care
- Customer Service
- Friendly
- Problem solver
- Reliable
- Dementia Care
- Alzheimer's Care
- Caregiving
- Developmental Disabilities Experience
- Medication Administration
- Nursing
- Vital Signs
- Home Care
- Social Work
- Hospice Care
- Communication skills

Certifications and Licenses

Certified Nursing Assistant (CNA)

driver's license

CPR Certification

First Aid Certification

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: SOS Recovery Community Organization

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Danielle Sloane	Family Recovery Support Supervisor	\$45,760.00	\$45,760.00
Lillian Duchano	Family Recovery Support Coordinator	\$20,800.00	\$41,600.00

0 MAY 03 '23 AM 11:40 RCU

ARC
27Lori A. Weaver
Interim CommissionerKatja S. Fox
Director

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

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

April 12, 2023

His Excellency, Governor Christopher T. Sununu
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REQUESTED ACTION

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			Total	\$225,000	\$110,000	\$335,000

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

EXPLANATION

The purpose of this request is for the Contractor to continue providing family support group coordination services for families of individuals with Substance Use Disorders (SUD) and/or co-occurring mental health disorders. In addition, the Contractor will increase staffing through additional funding in this request.

The Contractor will continue to coordinate family support group facilitator trainings, statewide, and assess the family support group network to identify areas where new or additional family support groups are needed by identifying locations of current groups by Regional Public Health Network (RPHN) region. In addition, the Contractor will recruit for a Family Support Services Facilitator.

Approximately 1600 individuals will be served from July 1, 2023 through June 30, 2024.

The Contractor will continue to provide training and support for family support services group facilitators to organize and facilitate groups for individuals with loved ones who struggle with substance misuse. Services include substance misuse education, access to resources to assist with substance misuse and related needs, and peer-to-peer support and mentoring. These services help participants to increase their knowledge of substance misuse, individual and family resiliency, skills for supporting loved ones with a substance use disorder, and the ability to contribute to their families and communities as a whole.

The Department will continue to monitor Contractor performance to ensure increased access to family support groups as measured by the number of support groups and number of NH residents served.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached contract, the parties have the option to extend the agreement 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 renewal option to renew for one (1) year of the remaining three (3) years available.

Should the Governor and Council not authorize this request, the availability of family support services groups will decrease, potentially resulting in lower individual resiliency and community contribution. In addition, the ability to help individuals who misuse substances to access necessary services will decrease. Substance misuse may consequently continue for longer than it otherwise would have, increasing the social, emotional, physical, and financial impacts of stress and trauma for both the individuals who are misusing substances and their loved ones.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Family Support Coordinator Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Greater Seacoast Community Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 22, 2021 (Item #23), as amended on May 18, 2022 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$335,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit C – Payment Terms, Section 2, to read:
 2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-4, Amendment #2, Budget.
5. Add Exhibit C-4, Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, 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

4/19/2023

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Greater Seacoast Community Health

4/13/2023

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/2/2023

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:

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2021-BDAS-08-FAMLI-01-A02 - Family Support Group Coordinator Services
(Phase of RFP)

Budget Period: 7/1/23 - 6/30/24

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 81,568.00	\$ 8,156.80	\$ 87,724.80				\$ 81,568.00	\$ 8,156.80	\$ 87,724.80
2. Employee Benefits	\$ 12,929.28	\$ 1,292.93	\$ 14,222.21				\$ 12,929.28	\$ 1,292.93	\$ 14,222.21
3. Consultants	\$ 800.00		\$ 800.00				\$ 800.00		\$ 800.00
4. Equipment:									
Rental	\$ 500.00	\$ 50.00	\$ 550.00				\$ 500.00	\$ 50.00	\$ 550.00
Repair and Maintenance	\$ 25.00	\$ 2.50	\$ 27.50				\$ 25.00	\$ 2.50	\$ 27.50
Purchase/Depreciation									
5. Supplies:									
Educational	\$ 600.00	\$ 60.00	\$ 660.00				\$ 600.00	\$ 60.00	\$ 660.00
Lab									
Pharmacy									
Medical									
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00				\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 1,800.00	\$ 180.00	\$ 1,980.00				\$ 1,800.00	\$ 180.00	\$ 1,980.00
7. Occupancy	\$ 3,800.00	\$ 360.00	\$ 3,960.00				\$ 3,800.00	\$ 360.00	\$ 3,960.00
8. Current Expenses									
Telephone	\$ 900.00	\$ 90.00	\$ 990.00				\$ 900.00	\$ 90.00	\$ 990.00
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications	\$ 1,000.00	\$ 100.00	\$ 1,100.00				\$ 1,000.00	\$ 100.00	\$ 1,100.00
11. Staff Education and Training	\$ 3,441.36	\$ 344.14	\$ 3,785.50				\$ 3,441.36	\$ 344.14	\$ 3,785.50
12. Subcontracts/Agreements	\$ 12,000.00		\$ 12,000.00				\$ 12,000.00		\$ 12,000.00
13. Other (Meeting Expenses):	\$ 1,000.00	\$ 100.00	\$ 1,100.00				\$ 1,000.00	\$ 100.00	\$ 1,100.00
TOTAL	\$ 101,183.84	\$ 8,838.36	\$ 110,000.00				\$ 101,183.84	\$ 8,838.36	\$ 110,000.00

Indirect As A Percent of Direct

8.7%

Contractor Initials N
Date 4/13/2023

MAY 04 '22 PM 3:33 RCVD



Lori A. Sblinette
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbca/bdas

May 2, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs (the Department), to amend an existing contract with Greater Seacoast Community Health (VC #166629-B001), Somersworth, New Hampshire, for Family Support Coordinator services statewide, by exercising a contract renewal option by increasing the price limitation by \$75,000 from \$150,000 to \$225,000 and extending the completion date from June 30, 2022 to June 30, 2023, effective July 1, 2022 or upon Governor and Council approval, whichever is later, 100% Other Funds (Governor's Commission Funds).

The original contract was approved by Governor and Council on January 22, 2021, item #23.

Funds are available in the following account for State Fiscal Year (SFY) 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-33820000-HEALTH AND SOCIAL SERVICES; DEPT OF HEALTH AND HUMAN SVS; HHS; DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058501	\$75,000	\$0	\$75,000
2022	102-500731	Contracts for Prog Svc	92058501	\$75,000	\$0	\$75,000
2023	102-500731	Contracts for Prog Svc	92058501	\$0	\$75,000	\$75,000
			Total	\$150,000	\$75,000	\$225,000

EXPLANATION

The purpose of this request is to continue to provide family support group coordination services for families of individuals with Substance Use Disorders (SUD) and/or co-occurring mental health disorders. The Contractor will continue to:

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

- Increase access to family support groups as measured by number of support groups, and number of New Hampshire residents served by the groups;
- Recruit, enroll, and provide supervision and support to family support group facilitators;
- Coordinate family support group facilitator trainings; and
- Assess the family support group network and identify areas where new or additional family support groups are needed by identifying locations of current groups by Regional Public Health Network (RPHN) region; using that information to identify underserved region; and working with local and regional stakeholders in those regions to recruit, train and support facilitators in establishing and leading new groups.

During the first two quarters of SFY 2022, the Contractor:

- Facilitated the participation of 552 individuals in family support groups;
- Established two new family support groups; and
- Trained eight new family support group facilitators.

The Contractor is expected to achieve the following outputs in SFY 2023:

- 1,400 individuals will participate in family support groups;
- 2 new family support groups will be established; and
- A minimum of 10 (ten) new family recovery support group facilitators will be recruited and trained.

The Contractor provides training and support for family support services group facilitators to organize and facilitate groups for individuals with loved ones who struggle with substance misuse. Services include substance misuse education, access to resources to assist with substance misuse and related needs, and peer-to-peer support and mentoring. These services help participants to increase their knowledge around substance misuse, individual and family resiliency, skills for supporting their loved on with a substance use disorder, and ability to contribute to their families and communities as a whole.

The Department will monitor Contractor performance through quarterly reporting on staffing and supervision, family support services (FSS) training curriculum development, Family Support Services facilitator recruiting, training and Support, FSS marketing and promotion, and family support groups.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement 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 seeking to exercise one (1) of the four (4) years of available renewal.

Should the Governor and Executive Council not authorize this request, the availability of family support services groups will decrease, potentially resulting in lower individual resiliency and community contribution and decreased ability to help individuals who misuse substances with accessing necessary services. Substance misuse may consequently continue for longer than it

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

otherwise would have, increasing the social, emotional, physical, and financial impacts of stress and trauma for both the individuals who are misusing substances and their loved ones.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

This Amendment to the Family Support Coordinator Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Greater Seacoast Community Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 22, 2021 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$225,000
3. Add Exhibit C-3 Amendment #1, Budget, 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, 2022, or upon Governor and Council approval, whichever is later.

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

5/2/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Greater Seacoast Community Health

5/2/2022

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/2/2022

Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2021-00AS-08-F.A.M.1 - Family Support Group Coordinator Services

Budget Period: 7/1/22 - 6/30/23

Line Item	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	25,000.00	3,228.00	28,228.00	25,000.00	3,228.00	28,228.00
2. Employee Benefits	7,000.00	700.00	7,700.00	7,000.00	700.00	7,700.00
3. Computers	1,000.00		1,000.00	1,000.00		1,000.00
4. Equipment						
5. Rental and Maintenance	250.00		250.00	250.00		250.00
6. Furniture/Depreciation						
7. Supplies						
8. Educational	600.00		600.00	600.00		600.00
9. Lab						
10. Pharmacy						
11. Medical						
12. Other	1,000.00		1,000.00	1,000.00		1,000.00
13. Travel	3,500.00		3,500.00	3,500.00		3,500.00
14. Occupancy	1,800.00		1,800.00	1,800.00		1,800.00
15. Direct Expenses	900.00		900.00	900.00		900.00
16. Indirect Expenses						
17. Printing						
18. Stenograms						
19. Insurance						
20. Audit and Legal						
21. Board Expenses						
22. Software						
23. Materials/Communications	84.09	925.00	1,009.09	84.09	925.00	1,009.09
24. Staff Education and Training	4,170.00		4,170.00	4,170.00		4,170.00
25. Subcontractor/Agreements	13,000.00		13,000.00	13,000.00		13,000.00
26. Other (Including Expenses)	600.00		600.00	600.00		600.00
27. TOTAL	53,618.09	5,388.00	59,006.09	53,618.09	5,388.00	59,006.09
28. Indirect as a Percent of Direct						
29. Total						
30. Total						
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Contractor Name:
 Date: 5/7/2022



Lori A. Shiblette
Comptroller

Katja S. Fox
Director

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

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

January 6, 2021

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 a contract with Greater Seacoast Community Health (VC #166629-B001) Somersworth, New Hampshire in the amount of \$150,000 for Family Support Coordinator services statewide, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2022. 100% Other Funds (Governor's Commission on Alcohol and Other Drugs).

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

06-95-92-920510-33820000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92058501	\$75,000
2022	102-500731	Contracts for Prog Svc	92058501	\$75,000
			Total	\$150,000

EXPLANATION

The purpose of this request is to provide Family Support Coordinator services for family and community support groups in order to sustain and expand support services for families of individuals with Substance Use Disorders (SUD) and/or co-occurring mental health disorders (COD). The Contractor will:

- Increase access to family support groups;
- Recruit, enroll, and provide supervision and support to family support group facilitators;
- Coordinate family support group facilitator trainings; and
- Assess the family support group network and identify areas where new or additional family support groups are needed.

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

Approximately 2,000 individuals will be served from February 1, 2021 to June 30, 2022.

Family support groups provide critical support and education to families of individuals with substance use disorders in order to assist them to grow and strengthen. The supports assist individuals and families to effectively respond to their family member and loved ones with substance use disorders. Additionally support group facilitators can assist families with managing other responsibilities in the family member's life. A key component of the support groups is the peer nature of the support, which allow families to share their experiences and mentor others.

Peer Recovery Support Services for individuals and families have become an important part of the Department's overall strategy to respond to substance misuse issues in the State of New Hampshire. Due to the COVID-19 pandemic, families have faced difficulties challenges in accessing the services, information and support they need to strengthen their resiliency and ability to help family members struggling with substance misuse issues.

The Department will monitor Contractor performance through quarterly reporting.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 9/14/2020 through 10/15/2020. The Department received three (3) 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 Contract Provisions, Section 1 Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement 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 Executive Council not authorize this request, there will be a lack of coordination of support services for families of individuals with substance use disorders.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Shibiñette
Commissioner



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

Family Support Group Coordinator
Services

RFP-2021-BDAS-08-FAMIL

RFP Name

RFP Number

Bidder Name

1. Granite Pathways
2. Greater Seacoast Community Health
3. Greater Tilton Area Resource Center

Maximum Points	Actual Points
340	224
340	286
340	246

Subject: Family Support Coordinator Services (RFP 2021-BDAS-08-FAMIL-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 Greater Seacoast Community Health		1.4 Contractor Address 311 Route 108 Somersworth, NH, 03878	
1.5 Contractor Phone Number (603) 516-2550	1.6 Account Number 05-095-092-920510-33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Designated by: <i>Janet Laatsch</i> Date: 1/4/2021		1.12 Name and Title of Contractor Signatory Janet Laatsch CEO	
1.13 State Agency Signature Designated by: <i>Katja Fox</i> Date: 1/4/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: 1/5/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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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, formulac, 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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Family Support Coordinator Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to 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.

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

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

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EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide statewide Family Support Coordinator Services that support a network of existing and new family and community support group facilitators who serve families of individuals with Substance Use Disorders (SUD) and/or Co-Occurring mental health Disorders (COD).
- 1.2. The Contractor shall ensure support group activities provide opportunities for families to:
 - 1.2.1. Share personal experiences and gain coping strategies; and
 - 1.2.2. Share information about resources and treatments to effectively respond to their loved one who has a substance use disorder.
- 1.3. The Contractor shall engage all NH Doorways providers and 2-1-1 NH on a quarterly basis in order to:
 - 1.3.1. Build referral bases.
 - 1.3.2. Identify needs.
 - 1.3.3. Conduct gap and barrier analysis on an ongoing basis.
- 1.4. The Contractor shall conduct quarterly stakeholder meetings, either digitally or in person, in order to facilitate engagement activities relative to Family Support Coordinator Services, ensuring stakeholders include, but are not limited to:
 - 1.4.1. NH Doorways providers.
 - 1.4.2. 2-1-1 NH.
 - 1.4.3. Public health networks.
 - 1.4.4. Integrated delivery networks.
 - 1.4.5. Recovery community organizations.
 - 1.4.6. Mental health clubhouses.
 - 1.4.7. Family resource centers.
 - 1.4.8. Treatment providers.
- 1.5. The Contractor shall serve as a subject matter expert on peer-to-peer support for families with SUD//COD struggles in a variety of ways, including, but not limited to, serving on work groups, advisory councils, and committees relating to SUD/COD.
- 1.6. The Contract shall facilitate quarterly focus groups, either digitally or in person, in collaboration with family group facilitators in order to gather data relating to the needs of individuals served in order to identify successes, challenges, gaps, barriers and specific needs.

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- 1.7. The Contractor shall collaborate with recovery community centers, statewide, and the facilitating organization to:
 - 1.7.1. Identify the needs of family support group meetings;
 - 1.7.2. Identify qualified candidates to be trained in facilitating family support meetings;
 - 1.7.3. Create a marketing plan to disseminate information on family support networks;
 - 1.7.4. Develop a new family facilitator training to attract individuals to be trained in facilitating family support groups.
 - 1.7.5. Recruit and train facilitators through the use of:
 - 1.7.5.1. Flyers.
 - 1.7.5.2. Networking.
 - 1.7.5.3. Marketing materials; and
 - 1.7.5.4. Dedicated page on the Contractor's website that offers information on how to become a family support group facilitator.
- 1.8. The Contractor shall expand utilization of digital platforms in order to increase engagement, attendance and participation in:
 - 1.8.1. Meetings;
 - 1.8.2. Trainings; and
 - 1.8.3. Focus groups.
- 1.9. The Contractor shall work to increase attendance at support group meetings to:
 - 1.9.1. Over 200 individuals weekly for online and in-person support groups within the first year of contracted services;
 - 1.9.2. A minimum of 10 new family recovery support facilitators who are recruited and trained into the NH network of family support group facilitators prior to July 1, 2021.
 - 1.9.3. A minimum of 15 trained new family recovery support facilitators, annually, after July 1, 2021.
- 1.10. The Contractor shall establish an information sharing plan to ensure support groups have equitable access to information and resources. The Contractor shall:
 - 1.10.1. Create and disseminate comprehensive material that can be disseminated to facilitators, statewide, that support their efforts.
 - 1.10.2. Compile subject matter information to produce quarterly newsletters for all trained facilitators.

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- 1.10.3. Invite all facilitators to quarterly meetings in order to engage in:
 - 1.10.3.1. Continuing education discussions and opportunities;
 - 1.10.3.2. Networking opportunities;
 - 1.10.3.3. Discussions regarding feedback on successes and challenges; and
 - 1.10.3.4. Discussions regarding barriers to successfully engage family support groups.
- 1.10.4. Engage each facilitator in one-on-one monthly meetings in order to identify facilitator needs and provide information or resources that are available in order to meet the identified needs.
- 1.10.5. Utilize consultant services to inform training curriculum development to ensure sensitivity to diverse cultures who may or may not have engagement with family support services.
- 1.11. The Contractor shall ensure all Family Support Group Facilitators have the skills and knowledge necessary for group facilitation and a solid understanding of the challenges that families served are facing. The Contractor shall:
 - 1.11.1. Ensure training, either on-line or face-to-face, includes elements relative to SUD/COD as well as:
 - 1.11.1.1. Training curriculum approved by the Department;
 - 1.11.1.2. Suicide Prevention education; and
 - 1.11.1.3. Boundaries training.
 - 1.11.2. Collaborate with multiple nationally recognized subject matter experts and experts in family recovery supports within and outside of NH to develop curriculum to be utilized for facilitator trainings. The Contractor shall:
 - 1.11.2.1. Include a minimum of two (2) dually-licensed clinical mental health experts who will give feedback on curriculum content to ensure trauma-informed care approaches are sensitive to individuals with trauma and co-occurring issues.
 - 1.11.2.2. Ensure curriculum utilizes evidence-based and evidence-informed strategies for peer-based facilitation of support groups for individuals with SUD/COD.
 - 1.11.2.3. Develop and submit the facilitator training curriculum to the Department for approval no later than 90 days from the contract effective date, which focuses on:
 - 1.11.2.3.1. How to facilitate mutual aid meetings for family members;

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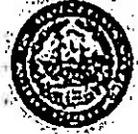


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- 1.11.2.3.2. How to create a safe space for all individuals involved in meetings;
 - 1.11.2.3.3. Basics on SUD, COD, trauma-informed care and strategies and techniques for best practices in active listening and body language;
 - 1.11.2.3.4. Appropriate boundaries for facilitators;
 - 1.11.2.3.5. Basic motivational interviewing skills in a group facilitator role; and
 - 1.11.2.3.6. How to offer empathy and validations to individuals involved in meetings who may be in crisis.
- 1.11.3. Offer trainings at multiple venues, including but not limited to offering trainings through digital formats to ensure statewide availability of training curriculum. The Contractor shall ensure:
- 1.11.3.1. No cost to training participants for Family Support Group Facilitator required trainings, which is offered a minimum of 6 times per year as both:
 - 1.11.3.1.1. A one-day six-hour facilitator training; and
 - 1.11.3.1.2. Two three-hour sessions for individuals who cannot attend a full one-day six-hour training.
 - 1.11.3.2. Low cost for training participants who engage in additional trainings that are not required, but recommended.
 - 1.11.3.3. Twenty-five (25) scholarships are available for trainings that are not required.
 - 1.11.3.4. Twenty-five (25) scholarships are available for suicide prevention training that is offered a minimum of 4 times per year, which is approved by:
 - 1.11.3.4.1. The NH Board of Licensing for Alcohol and Other Drugs for contact hours; and
 - 1.11.3.4.2. NAADAC as an educational provider.
- 1.11.4. Provide 1-2 hour digital workshops every quarter on:
- 1.11.4.1. Self-care issues;
 - 1.11.4.2. Boundaries;
 - 1.11.4.3. Diversity;
 - 1.11.4.4. Equity and inclusion; and
 - 1.11.4.5. Compassion fatigue.

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1.12. The Contractor shall ensure families most in need of family support group services are aware of services in their communities and/or service areas while ensuring family privacy is respected including during group meetings. The Contractor shall:

1.12.1. Create and disseminate comprehensive digital and internet-based marketing material that can be distributed in recovery community centers and clinical treatment and mental health providers, statewide, through:

1.12.1.1. Webpages;

1.12.1.2. Flyers; and

1.12.1.3. Posters.

1.12.2. Distribute a quarterly newsletter that provides information and resources to facilitators.

1.12.3. Utilize networks to disseminate information and information sessions with the networks to ensure saturation of information within the communities.

1.12.3.1. Provide one-on-one peer support to family members through RecoveryLink, which:

1.12.3.2. Includes recovery planning for family members with existing family recovery support coordinators.

1.12.3.3. Is available without any financial cost to ensure facilitators can provide additional support to attendees at all family support meetings.

1.13. The Contractor shall ensure maximum participation of group members attending family support group meetings by:

1.13.1. Encouraging self-directed participation in order to encompass participation by parents who may be traumatized, have social anxiety, or feel uncomfortable in groups.

1.13.2. Offering a variety of formats for meetings, based on local needs.

1.13.3. Encouraging participation in groups of less than 12 individuals by offering each member to do an introduction that includes the reason for attendance.

1.13.4. Ensuring standard 60-minute meeting formats that are predictable and include parts that are not limited to:

1.13.4.1. Time for introductions of facilitators and participants, if appropriate.

1.13.4.2. Time for equitable sharing among participants.

1.13.4.3. Ability to ensure anonymity of participants.

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- 1.13.4.4. Time to share tools and resources that may be available to assist participants.
- 1.13.4.5. Closing statements that include time for individuals in crisis, and individuals who do not wish to broadly share experiences, to have one-on-one conversations with the facilitator.

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. Reporting Requirements

- 3.1. The Contractor shall submit quarterly Family Support Group Data Reports that include, but are not limited to:
 - 3.1.1. De-identified information relative to support group meetings that include, but are not limited to:
 - 3.1.1.1. Date and location of family support group meetings. Including, but no limited to:
 - 3.1.1.1.1. Number of support groups monitored through this contract.
 - 3.1.1.1.2. Number of family members participating in support groups monitored through this contract.
 - 3.1.1.2. Number of people present and relationship to individual with an SUD for each support group facilitated.
 - 3.1.1.3. Number of new participants.
 - 3.1.1.4. Summary of comments made regarding treatment, recovery, incarceration, and/or relapse.
 - 3.1.2. Family Support Group Facilitator information that includes, but is not limited to:
 - 3.1.2.1. A list of active facilitators and the group(s) facilitated.

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- 3.1.2.2. Action plan for recruiting additional facilitators for any group with less than two (2) facilitators.
- 3.1.3. Training information including, but not limited to dates, locations, and names of required trainings attended by each facilitator, and:
 - 3.1.3.1. Number of new Family Facilitators completing the Family Leadership Training Program.
 - 3.1.3.2. Dates and locations of suicide prevention and other trainings.
 - 3.1.3.3. Number of individuals completing trainings.
 - 3.1.3.4. Primary town of residence of individuals completing trainings.
- 3.1.4. Training scholarship information including, but not limited to:
 - 3.1.4.1. Date, location, and title of training.
 - 3.1.4.2. Name of scholarship recipient.
 - 3.1.4.3. Amount of scholarship.
 - 3.1.4.4. Running tally of the number of scholarships provided for trainings.
- 3.1.5. Marketing Community Engagement Development efforts, which includes but is not limited to:
 - 3.1.5.1. Outreach and marketing efforts.
 - 3.1.5.2. Activities to assess the need for additional support groups.
 - 3.1.5.3. Activities to increase support groups in identified areas, including but not limited to recruitment efforts for new group facilitators.
 - 3.1.5.4. A narrative detailing outreach and marketing efforts.
 - 3.1.5.5. A narrative detailing engagement with work groups, advisory councils, and committees relating to SUD.
 - 3.1.5.6. A narrative detailing activity to assess the need for additional support groups.
 - 3.1.5.7. Any comments regarding treatment, recovery, incarceration, and/or relapse.

4. Performance Measures

- 4.1. The Department will monitor Contractor performance by establishing a baseline measure of the number of family support groups available in the state during the first year of the contract.
- 4.2. The Contractor shall achieve an increase of 10% over the baseline measure in Subsection 4.1 during the second year, as tracked and measured through quarterly reporting.
- 4.3. The Contractor shall establishing a baseline measure of the number of family

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members participating in family support group during the first year of the contract.

- 4.4. The Contractor shall achieve an increase of 10% over the baseline measure in Subsection 4.3 during the second year, as tracked and measured through quarterly reporting.
- 4.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.7. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

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

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

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

- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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EXHIBIT B

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

New Hampshire Department of Health and Human Services
Family Support Coordinator Services



EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Other funds (Governor's Commission on Alcohol and Other Drugs).
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
3. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 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

New Hampshire Department of Health and Human Services
Family Support Coordinator Services
EXHIBIT C



Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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**New Hampshire Department of Health and Human Services
Family Support Coordinator Services**

Standard Exhibits D-H



The parties agree that the Department's Standard Exhibits D through Exhibit H are not applicable to this Agreement.

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New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions**

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

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Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

[Handwritten Signature]

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative

Director

Title of Authorized Representative

1/4/2021

Date

Greater Seacoast Community Health

Name of the Contractor

Janet Laatsch

Signature of Authorized Representative

Janet Laatsch

Name of Authorized Representative

CEO

Title of Authorized Representative

1/4/2021

Date

DL

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. Principal 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:

1/4/2021

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO



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: 780054164
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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