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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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March 29, 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, to amend existing contracts with the Contractors listed below for the provision of Recovery Oriented Step-Up Step-Down programs for individuals 18 years of age or older, with long term and/or severe mental illness, as defined in RSA 135-C:2 X, XV, by exercising contract renewal option by increasing the total price limitation by \$4,000,000 from \$4,000,000 to \$8,000,000 and extending the completion dates from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 100% General Funds.

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Connections Peer Support Center	157070-B001	Portsmouth, NH	\$800,000	\$800,000	\$1,600,000	O: 6/29/22 Item #25
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	209287-B001	Nashua, NH	\$800,000	\$800,000	\$1,600,000	O: 6/29/22 Item #25
Monadnock Area Peer Support Agency	157973-B001	Keene, NH	\$1,600,000	\$1,600,000	\$3,200,000	O: 6/29/22 Item #25 A1: 12/21/22 Item #28
On the Road to Recovery, Inc. dba On the Road to Wellness	158839-B001	Manchester, NH	\$800,000	\$800,000	\$1,600,000	O: 6/29/22 Item #25
		Total:	\$4,000,000	\$4,000,000	\$8,000,000	

Funds are available in the following accounts 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to continue operating a minimum of a three (3) bed Recovery Oriented Step-Up Step-Down program for individuals 18 years of age or older, with long term and/or severe mental illness, as defined in RSA 135-C:2 X, XV. The ongoing operation of statewide Step-Up Step-Down program availability is supportive of New Hampshire's 10-Year Mental Health Plan. The Step-Up Step-Down programs provide comprehensive residential peer support services for individuals leaving inpatient facilities and serve as an alternative treatment option for individuals at risk of admissions to an inpatient setting. The Step-Up Step-Down programs are highly utilized with quarterly occupancy rates consistently ranging from 80-100%.

Approximately 75 individuals will be served at any given time during State Fiscal Years 2025 and 2026.

The Contractors will continue operating Recovery Oriented Step-Up Step-Down programs that provide short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:

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

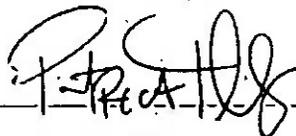
Additionally, the Contractors will continue to utilize the Intentional Peer Support or another Substance Abuse and Mental Health Services Administration-recognized mental health peer support model to facilitate recovery and wellness with individuals served in the program.

The Department will continue to monitor services through quality improvement and/or utilization review activities, conducting monthly meetings with the Contractors, and by reviewing monthly and quarterly data reports provided by the Contractors.

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

Should the Governor and Council not authorize this request, a minimum of fifteen (15) Recovery Oriented Step-Up Step-Down beds would close and individuals in need of short-term recovery-based transition and mental health peer support services will not receive these critical services. Recovery Oriented Step-Up Step-Down programs support successful transitions to the community following hospitalization and/or prevent hospital-level of care which, in turn, increases the availability of beds for individuals awaiting inpatient hospital services across the State.

Respectfully submitted,



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Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-922010-4117, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT					
100% General Funds					
Activity Code: 92204117					

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 800,000.00	\$ -	\$ 800,000.00
2024	Contracts for Prog Svs	102-500731	\$ 800,000.00	\$ -	\$ 800,000.00
2025	Contracts for Prog Svs	102-500731	\$ -	\$ 800,000.00	\$ 800,000.00
2026	Contracts for Prog Svs	102-500731	\$ -	\$ 800,000.00	\$ 800,000.00
Subtotal			\$ 1,600,000.00	\$ 1,600,000.00	\$ 3,200,000.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2025	Contracts for Prog Svs	102-500731	\$ -	\$ 400,000.00	\$ 400,000.00
2026	Contracts for Prog Svs	102-500731	\$ -	\$ 400,000.00	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ 800,000.00	\$ 1,600,000.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2025	Contracts for Prog Svs	102-500731	\$ -	\$ 400,000.00	\$ 400,000.00
2026	Contracts for Prog Svs	102-500731	\$ -	\$ 400,000.00	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ 800,000.00	\$ 1,600,000.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2025	Contracts for Prog Svs	102-500731	\$ -	\$ 400,000.00	\$ 400,000.00
2026	Contracts for Prog Svs	102-500731	\$ -	\$ 400,000.00	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ 800,000.00	\$ 1,600,000.00

TOTAL			\$ 4,000,000.00	\$ 4,000,000.00	\$ 8,000,000.00
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Summary by Vendor	Total Amount
Monadnock Area Peer Support Agency	\$ 3,200,000.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	\$ 1,600,000.00
On the Road to Recovery, Inc.	\$ 1,600,000.00
Connections Peer Support Center	\$ 1,600,000.00
Total	\$ 8,000,000.00

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

This Amendment to the Recovery Oriented Step-Up Step-Down Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Connections Peer Support Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,600,000
3. 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 Exhibits C-1 Budget through C-4, Budget, Amendment #1.
4. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/1/2024

Date

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

Connections Peer Support Center

3/29/2024

Date

DocuSigned by:
Fred Poisson
AFC5B20882DA4D7...
Name: Fred POISSON
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/1/2024
Date

DocuSigned by:
Robyn Guarino
748734844941460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3, Budget, Amendment #1

Region: Region VII

Program: CPSC SUSD

FISCAL PERIOD: FY2025 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400	PROG. SERV. FEES							
401	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
402	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
403	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
411	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
420	PROG. SALES							
421	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
422	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
430	PUBLIC SUPPORT							
431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
432	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
433	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
435	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
439	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440	FEDERAL FUNDING							
441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
442	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
443	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
446	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
447	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
448	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
480	BBH							
481	\$ 400,000	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -
482	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
490	OTHER REVENUES							
491	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 405,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000
500	GM Allocation							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM REVENUES	\$ 405,000	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000

Contractor Initials **FP**
 Date 3/29/2024

Exhibit C-3, Budget, Amendment #1

600 PERSONNEL COSTS									
601 Salary & Wages	\$ 290,793	\$ -	\$ 290,793	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
602 Employee Benefits	\$ 25,587	\$ -	\$ 25,587	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
603 Payroll taxes	\$ 22,246	\$ -	\$ 22,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 338,626	\$ -	\$ 338,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
610 Client Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
620 PROFESSIONAL FEES									
621 Substitute Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
622 Client Evaluations/Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
624 Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
625 Audit Fees	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
626 Legal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
627 Other Professional Fees/Consult	\$ 1,600	\$ -	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
630 STAFF DEV & TRNG.									
631 Journals & Publications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
632 In-Service Training	\$ 1,400	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
633 Conferences & Conventions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
634 Other Staff Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
640 OCCUPANCY COSTS									
641 Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
642 Mortgage Payments	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
643 Heating Costs	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
644 Other Utilities	\$ 5,500	\$ -	\$ 5,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
645 Maintenance & Repairs	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
646 Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
647 Other Occupancy Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
650 CONSUMABLE SUPPLIES									
651 Office	\$ 700	\$ -	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
652 Building/Household	\$ 2,150	\$ -	\$ 2,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
653 Educational/Training	\$ 400	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
654 Production & Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
655 Food	\$ 2,250	\$ -	\$ 2,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
656 Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
657 Other Consumable Supplies	\$ 700	\$ -	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
660 CAPITAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
665 DEPRECIATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
670 EQUIPMENT RENTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
680 EQUIPMENT MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal page	\$ 375,326	\$ -	\$ 375,326	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Exhibit C-3, Budget, Amendment #1

Total Carried Forward	\$ 375,326	\$ -	\$ 375,326	\$ -	\$ -	\$ -	\$ -	\$ -
700 ADVERTISING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
710 PRINTING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
720 TELEPHONE/COMMUNICATIONS	\$ 3,419	\$ -	\$ 3,419	\$ -	\$ -	\$ -	\$ -	\$ -
730 POSTAGE/SHIPPING	\$ 30	\$ -	\$ 30	\$ -	\$ -	\$ -	\$ -	\$ -
740 TRANSPORTATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
741 Board Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
742 Staff	\$ 1,400	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -
743 Clients	\$ 850	\$ -	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ -
744 Delivery Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
750 ASSIST. TO INDIVIDUALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
751 Client Services	\$ 400	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -
752 Clothing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
760 INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
761 Malpractice & Bonding	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -
762 Vehicles	\$ 1,700	\$ -	\$ 1,700	\$ -	\$ -	\$ -	\$ -	\$ -
763 Comprehensive Property & Liability	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -
770 MEMBERSHIP DUES	\$ 375	\$ -	\$ 375	\$ -	\$ -	\$ -	\$ -	\$ -
800 OTHER EXPENDITURES	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
801 INTEREST EXPENSE	\$ 12,000	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
802 IN-KIND EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 405,000	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000
900 ADMINISTRATIVE ALLOCATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Offset	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,000)
TOTAL PROGRAM EXPENSES	\$ 400,000	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -
SURPLUS/(DEFICIT)								
Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	0	0	0	0

Exhibit C-4, Budget, Amendment #1

Region: Region VIII

Program: CPSC BUSD

FISCAL PERIOD: FY2026 Contract

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

Exhibit C-4, Budget, Amendment #1

600 PERSONNEL COSTS									
601 Salary & Wages	\$	290,793	\$	290,793	\$		\$		\$
602 Employee Benefits	\$	25,587	\$	25,587	\$		\$		\$
603 Payroll taxes	\$	22,246	\$	22,246	\$		\$		\$
Subtotal	\$	338,626	\$	338,626	\$		\$		\$
610 Client Wages	\$		\$		\$		\$		\$
620 PROFESSIONAL FEES									
621 Substitute Staff	\$		\$		\$		\$		\$
622 Client Evaluations/Services	\$		\$		\$		\$		\$
624 Accounting	\$		\$		\$		\$		\$
625 Audit Fees	\$	7,500	\$	7,500	\$		\$		\$
626 Legal Fees	\$		\$		\$		\$		\$
627 Other Professional Fees/Consult	\$	1,600	\$	1,600	\$		\$		\$
630 STAFF DEV & TRNG.									
631 Journals & Publications	\$		\$		\$		\$		\$
632 In-Service Training	\$	1,400	\$	1,400	\$		\$		\$
633 Conferences & Conventions	\$		\$		\$		\$		\$
634 Other Staff Development	\$		\$		\$		\$		\$
640 OCCUPANCY COSTS									
641 Rent	\$		\$		\$		\$		\$
642 Mortgage Payments	\$	10,000	\$	10,000	\$		\$		\$
643 Heating Costs	\$	4,000	\$	4,000	\$		\$		\$
644 Other Utilities	\$	5,500	\$	5,500	\$		\$		\$
645 Maintenance & Repairs	\$	500	\$	500	\$		\$		\$
646 Taxes	\$		\$		\$		\$		\$
647 Other Occupancy Costs	\$		\$		\$		\$		\$
650 CONSUMABLE SUPPLIES									
651 Office	\$	700	\$	700	\$		\$		\$
652 Building/household	\$	2,150	\$	2,150	\$		\$		\$
653 Educational/Training	\$	400	\$	400	\$		\$		\$
654 Production & Sales	\$		\$		\$		\$		\$
655 Food	\$	2,250	\$	2,250	\$		\$		\$
656 Medical	\$		\$		\$		\$		\$
657 Other Consumable Supplies	\$	700	\$	700	\$		\$		\$
660 CAPITAL EXPENDITURES									
665 DEPRECIATION	\$		\$		\$		\$		\$
670 EQUIPMENT RENTAL	\$		\$		\$		\$		\$
680 EQUIPMENT MAINTENANCE	\$		\$		\$		\$		\$
Subtotal page	\$	375,326	\$	375,326	\$		\$		\$

Exhibit C-4, Budget, Amendment #1

Total Carried Forward	\$ 375,326	\$ -	\$ 375,326	\$ -	\$ -	\$ -	\$ -	\$ -
700 ADVERTISING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
710 PRINTING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
720 TELEPHONE/COMMUNICATIONS	\$ 3,419	\$ -	\$ 3,419	\$ -	\$ -	\$ -	\$ -	\$ -
730 POSTAGE/SHIPPING	\$ 30	\$ -	\$ 30	\$ -	\$ -	\$ -	\$ -	\$ -
740 TRANSPORTATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
741 Board Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
742 Staff	\$ 1,400	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -
743 Clients	\$ 850	\$ -	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ -
744 Delivery Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
750 ASSIST. TO INDIVIDUALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
751 Client Services	\$ 400	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -
752 Clothing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
760 INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
761 Malpractice & Bonding	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -
762 Vehicles	\$ 1,700	\$ -	\$ 1,700	\$ -	\$ -	\$ -	\$ -	\$ -
763 Comprehensive Property & Liability	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -
770 MEMBERSHIP DUES	\$ 375	\$ -	\$ 375	\$ -	\$ -	\$ -	\$ -	\$ -
800 OTHER EXPENDITURES	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000
801 INTEREST EXPENSE	\$ 12,000	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
802 IN-KIND EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 405,000	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000
900 ADMINISTRATIVE ALLOCATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Offset	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,000)
TOTAL PROGRAM EXPENSES	\$ 400,000	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ (5,000)
SURPLUS/(DEFICIT)								
Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	0	0	0	0

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 175447

Certificate Number: 0006575466



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 13, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

-Dated: 3/14/24

Carol M Hollis

Signature of Elected Officer

Name: Carol Hollis

Title: President, Board of Directors

Connections Peer Support Center***Mission and Vision

Mission Statement

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

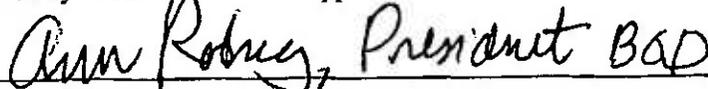
As a peer driven organization, the Connections Peer Support Center promotes wellness and hope-based recovery, as defined by the individual. We do this through the use of Intentional Peer Support, along with advocacy training, and educational, vocational, interpersonal, and social opportunities. The Peer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

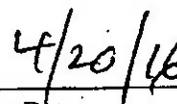
Connections Peer Support Center staff and members, in conjunction with the Board of Directors, develop and then approve all rules, policy and agency direction with equal consideration given to the input of all. It is agreed that all parties base their input on the health and wellbeing of the agency and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

Our programs are grounded in the principals of:

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

Approved by: Connections Peer Support Center Board of Directors


Signature & Title of Authorized Board Member


Date

Vision

All members will participate and feel comfortable in their communities

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

Connect to resources they need

Will feel supported by their peers

Understand the role of recovery in their lives

Contribute to their communities at large

Able to navigate through the system

Feel hopeful and empowered

Feel welcome, safe and comfortable

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

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

Financial Statements

CONNECTIONS PEER SUPPORT CENTER

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

***Leone,
McDonnell
& Roberts***
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

CONNECTIONS PEER SUPPORT CENTER
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 3
Financial Statements:	
Statements of Financial Position	4
Statements of Activities	5 - 6
Statements of Functional Expenses	7 - 8
Statements of Cash Flows	9
Notes to Financial Statements	10 - 18
Supplemental Schedule:	
Bureau of Mental Health Services (BMHS) Reconciliation of BMHS Contract	19



INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Connections Peer Support Center

Opinion

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

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

Report on Supplementary Information

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

Leone, McDonnell + Roberts
Professional Association

Dover, New Hampshire
October 25, 2023

CONNECTIONS PEER SUPPORT CENTER**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022****ASSETS**

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

LIABILITIES AND NET ASSETS

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

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER**STATEMENT OF ACTIVITIES**
FOR THE YEAR ENDED JUNE 30, 2023

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

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER**STATEMENT OF ACTIVITIES**
FOR THE YEAR ENDED JUNE 30, 2022

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

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER**STATEMENT OF FUNCTIONAL EXPENSES**
FOR THE YEAR ENDED JUNE 30, 2023

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

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER**STATEMENT OF FUNCTIONAL EXPENSES**
FOR THE YEAR ENDED JUNE 30, 2022

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

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER**STATEMENTS OF CASH FLOWS**
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER

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

NOTE 1. ORGANIZATION

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

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

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

Basis of Presentation

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

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

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

Use of Estimates

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

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022****Cash Equivalents**

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

Restricted Cash

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

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

	<u>2023</u>	<u>2022</u>
Cash	\$ 57,025	\$ 30,271
Restricted cash		<u>5,346</u>
Total cash and restricted cash	<u>\$ 57,025</u>	<u>\$ 35,617</u>

Accounts Receivable

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

Property and Equipment

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

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

Property and equipment consisted of the following at June 30:

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

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

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

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

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

Refundable Advances

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

CONNECTIONS PEER SUPPORT CENTER

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

Fair Value of Financial Instruments

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

Compensated Absences

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

Revenue Recognition Policy

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

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

Functional Allocation of Expenses

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

CONNECTIONS PEER SUPPORT CENTER

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

New Accounting Pronouncement

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

NOTE 3. INCOME TAXES

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

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

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022****NOTE 4. LIQUIDITY AND AVAILABILITY**

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

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

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

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022****NOTE 5. LONG TERM DEBT**

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

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

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

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

NOTE 6. LEASE COMMITMENT

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

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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

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

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

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

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

NOTE 7. CONCENTRATION OF RISK

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

CONNECTIONS PEER SUPPORT CENTER

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

NOTE 8. REFUNDABLE ADVANCES

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

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

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

NOTE 9. SUBSEQUENT EVENTS

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

CONNECTIONS PEER SUPPORT CENTER

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

Reconciliation of BMHS Contract

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

See Independent Auditors' Report

Connections Peer Support Center
BOARD OF DIRECTORS
DECEMBER 2023

PRESIDENT

Carol Hollis



Joined on: 11-2015

Term#: 4 (board approval for extension)

Term Length: 2 yrs / Expiration 11-2023

Committees: Internal Affairs, Chair

TREASURER

Leslie McCarthy



Joined on: 06-2016

Term #: 4 (board approval for extension)

Term length: 2 yrs / Expiration: 06-2024

Office: Treasurer: Term 3

Committees: Internal Affairs, Executive

SECRETARY

Judi Coleman



Joined on: 09-27-2017

Term #: 4 (board approval pending for extension)

Term Length: 2 yrs / Expiration: 09-2023

Office: Secretary: Term 2

Committees: Internal Affairs, Executive

Amber Epison



Joined on: 03-2021

Term # 2

Term Length: 2 yrs / Expiration: 03-2025

Committees: TBD

Kelley Hayes



Joined on: 02-2020

Term # 2

Term Length: 2 yrs / Expiration: 02-2024

Committees: External Affairs, Chair

Eliza Hobson



Joined on: 02-22-2023

Term # 1

Term Length: 2 yrs / Expiration: 02-2025

Committees: TBD

Ariana Moniz



Joined on: 02-2022

Term #1

Term Length: 2 yrs / Expiration: 02-2024

Committees: External Affairs

Monica Nagle



Joined on: 02-22-2023

Term #: 1

Term Length: 2 yrs / Expiration: 02-2025

Committees: TBD

Alison Sollee



Joined on: 03-23-2021

Term #2

Term Length: 2 yrs / Expiration 03-2025

Committees: External Affairs

Brittany Williams



Joined on: 12-20-2023

Term #1

Term Length: 2 yrs/Expiration 12-20-2025

Committees: TBD (Governance)

Executive Director:



Frederick Polsson
[REDACTED]
[REDACTED]
[REDACTED]

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

Professional Experience

**Program Manager
Cornerstones of Maine
(October 2018-Present)**

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

**Kitchen Manager
Exeter School District (2015-2018)**

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

Education

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

Personal Vision Statement

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

Tina M. Dulac

Ability Summary

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

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

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

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

Experience

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

Administrative Services Director

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

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

Office Manager

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

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

Marketing Data Coordinator

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

Customer Pricing Coordinator

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

Accounts Payable Associate

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

Education

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

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

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

James Nathanael Bolsrond

E-mails [REDACTED]

Objective

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

CERTIFICATION

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

Comprehensive Driving Course August 2021

Whole Health Action Management July 2021

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

Alcohol and Drug Counseling- InterCoast Career Institute 2015

NSC CPR- Intercoast Colleges 2014

NSC First Aid- Intercoast Colleges 2014

Eat Well Program- University of Maine 2012

Adolescent Development Program 2006

EXPERIENCE

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

2014 - 2015 Discovery House Maine (Internship)

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

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

LANGUAGE SKILLS

English, French, and Haitian Creole.

PREVIOUS EMPLOYMENT

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

Current Employment

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

EDUCATION

InterCoast Career Institute

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

Psychology	2012 - 2013
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Biddeford Adult Education

GED	2010 - 2012
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(STEDH) Theology Seminary (Haiti)	2004 - 2008
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Wonderful Miracle College (High School)	2004 (with honors)
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Jessica Williams



PROFILE

Wide-ranging skillsets and comfortable in diverse populations.

EXPERIENCE

Business Manager and Co-Owner, Seed and Story; York, ME – 2018-2022

Responsible for payroll, tax preparation, state and federal filings, inventory, sales metrics, advertising and product promotion, customer service, hiring and terminating employees, scheduling and assigning workloads, and fulfilling customer orders.

Administrative Assistant, Cochecho Arts and Technology Academy; Dover, NH – 2012-2016

State and federal reporting. General office duties including scheduling, data entry, and filing. Provided community communication including weekly newsletter and social media. Coordinated fundraising efforts; created and coordinated professional development opportunities for teaching staff; staff mentor for Social Media Club; developed relationships with students, staff, and community members.

Teaching Assistant, University of New Hampshire; Durham, NH – 2008-2011

Taught History of English Grammar and ESL/ESOL, including TOEFL.

Manager, Sands by the Sea Motel; York, ME – 2007-2011

Provided extensive customer service. Oversaw payroll. Directed 12-person international housekeeping team and provided support including ESOL, transportation, banking, college, visa processing, Social Security, and residency applications as needed.

EDUCATION

University of New Hampshire; Durham, NH — Bachelor of Arts in Linguistics and International Affairs, 2007

SKILLS

Proficient in Word, Excel, Quickbooks

REFERENCES

Available upon request

DEIRDRE BORYSZEWSKI

CERTIFIED PEER SUPPORT SPECIALIST

CONTACT



[REDACTED]



[REDACTED]

OBJECTIVE

To continue a position as a Certified Recovery Support Worker and as a Certified Peer Support Specialist supporting individuals as they work on achieving and maintaining their recovery by applying my skills and knowledge.

SKILLS

- DETAIL ORIENTED
- PROBLEM SOLVING
- STRATEGIC PLANNING
- CASE MANAGEMENT
- CRISIS INTERVENTION
- INDIVIDUAL/GROUP COUNSELING

EXPERIENCE

Certified Peer Support Specialist

Connections Peer Support Center, 2021 - Present

Provide peer support for individuals experiencing mental health challenges in a residential setting. Focus on practicing coping skills, goal setting, and finding individual mental wellness and balance. Supports individuals stepping up into a residential setting to avoid a crisis. Supports individuals stepping down from a hospitalization into a residential setting to help them transition back to their own community. Develop and run programming specific to mental health wellness and recovery.

Resident Assistant/Administrative Assistant

Southeastern NH Services, 2018 to 2020

Oversee clients daily scheduling and responsibilities. Problem solving. Facilitate daily recovery groups. Ensure that clients take their medications as prescribed in a timely manner. Conduct intake and orientation for new clients. Perform observed drug tests and screening with all residents as well as federal clients as required. Assist in daily administrative work - reception, invoices, screenings, and recovery care calls.

EDUCATION

BA Human Services

Franklin Pierce University 2013

CPR Certification

Certified Recovery Support Worker

Certified Peer Support Specialist

First Aid

Recovery Support Coordinator

SOS Recovery Community Organization 2017 - 2018

Coordinate volunteer schedules and engagement in the SOS Recovery Community Centers. Supervise volunteers, Certified Recovery Support Workers, Peer Recovery Coaches, and provide outreach as well as assist in training volunteers. Assist in updating policy and procedure within the RCO and supporting Capacity Building Specialists. Provide peer recovery coaching and crisis navigation for individuals as needed for Goodwin Community Health clinical patients as required. Work with key sectors of the community. Provided Recovery Coach and Crisis Response Services at Goodwin Community Health and Wentworth Douglass Hospital

Bradley S. Friedman



Education

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

Relevant skills/experience

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

Job Experience

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

Connections Peer Support, February 2020 - June 2021
Warmline Operator

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

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

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

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

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

Labrie Associates, June 2016 - August 2016
Landscaper/mason

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

Other Experience/Volunteer Work

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

REGINA PIKE

Skills Summary

I'm an effective communicator as I take the lead in a group or when a part of a project and in life when giving someone a hand up to feel better about themselves. Passion is what I bring to what I do and who I help. Dependability and Timeliness is important. Take my life experiences and work experiences with me as I put my foot into something new is what I do. I take things serious but bring a little laughter to get through the day. Lastly no matter what life brings I show up and commit to the job or task at hand 100%!

Education

2023 UNH IOD leadership series graduate
Nami NH life interrupted training program
Nami NH in our own voice training program@
Nami NH peer to peer support training program
2001 Seacoast school of technology - Early Childhood Eccla award
2001 High school degree Winnacunnet HS

Experience

DoorDash Delivery driver / January 2022 - present

Pick up and Deliver (take out, shopping, prescription orders, grocery) in a timely fashion while keeping open communication with customer or sometimes customers, multitasking service roles (driver, dropping off, and customer service as I field phone calls or texts from customers / DoorDash while in the process of deliveries), and multi tech user DoorDash app GPS etc!

Top Dasher, Pizza and Large catering order prioritization, and hipa compliance prescription delivery!

Nami peer to peer support / Summer 2019 - present

Leader and Co-leader of 8-week support class - Supporting peers with mental health challenges in person or on zoom with guidance of the Nami peer support manual, leading weekly pre class preparation with leader 2 / tech support, help promote class in community and online!
Tech Support role: Zoom management (time management of class flow to keep on time, zoom chat management overseeing discussion questions or thoughts or when triggers arise, and fill in as leader if needed!

Frisble memorial hospital Cafeteria cashier 2016-2019

Cashier: Cash out customers in a friendly but efficient way, Prepare fruits and vegetables as well as weigh and measure designated ingredients for cafeteria. Label, stock, and store all foods in designated areas in accordance with food safety and rotation procedures. Replenish condiments, beverages and general supplies while maintaining service area cleanliness. Clean to sanitization and safety required. I used approved food recipes and production standards to ensure proper quality, serving temperatures and standard portion control. Interacted with customers and resolved customer complaints in a friendly, service-oriented way.

KEY PERSONNEL

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

NH Department of Health and Human Services

Contractor Name: CPSC - SUSL, Vendor #157070-B001

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Frederick Poisson	Executive Director	50.00%	\$75,000.00	\$150,000.00
Tina Dulac	Admin. Svcs. Director	15.00%	\$18,300.00	\$122,000.00
James Boisrond	Program Manager	100.00%	\$91,520.00	\$91,520.00
Jessica Williams	Asst. Program Manager	100.00%	\$85,280.00	\$85,280.00
Deirdre Boryszewski	Peer Support Specialist	100.00%	\$69,160.00	\$69,160.00
Bradley Friedman	Peer Support Specialist	100.00%	\$79,040.00	\$79,040.00
Regina Pike	Peer Support Specialist	100.00%	\$79,040.00	\$79,040.00

*Amounts for FY25 & FY26

MAC
25



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

Lori A. Shilbette
Commissioner

Katja S. Fox
Director

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

May 31, 2022

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

REQUESTED ACTION

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

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

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

See attached fiscal details.

EXPLANATION

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

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

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

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

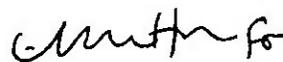
The Contractors will utilize the Intentional Peer Support or another Substance Abuse and Mental Health Services Administration-recognized mental health peer support model to facilitate recovery and wellness with individuals served in the program.

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

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

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

Project Title Recovery Oriented Step-Up Step-Down Programs

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

* Disqualified

Reviewer Name

Title

1 Ayla Kendall

Program Planning And Review Specialist

2 Thomas Grintley

Program Planning and Review Specialist

3 Sara Suter

Recovery Program Specialist

4 Tiffany Crowl

Nurse Administrator

5 Tanja Godtfredsen

Business Administrator II

Financial Detail

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

Summary by Vendor	Total Amount
Monadnock Area Peer Support Agency	\$ 800,000.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	\$ 800,000.00
On the Road to Recovery, Inc.	\$ 800,000.00
Connections Peer Support Center	\$ 800,000.00
Total	\$ 3,200,000.00

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

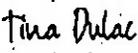
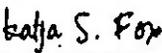
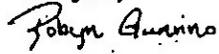
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

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

Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

volunteer if:

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

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

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

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

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

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

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

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

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

- 3.3.2. All materials produced or purchased under the Agreement shall have

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

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

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

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

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

3.4. Operation of Facilities; Compliance with Laws and Regulations

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

4. Records

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

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

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

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

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

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

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

Payment Terms

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

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

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

5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Grantee shall submit annual financial audits performed by an independent CPA to the Department.
 - 7.2. If the Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 7.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
8. Property Standards
 - 8.1. Insurance coverage
 - 8.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
 - 8.2. Real property.

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

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

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

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

8.3. Equipment.

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

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

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

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

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

8.3.3. Use.

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

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

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

projects is also permissible with approval from the State.

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

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

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

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

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

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

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

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

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

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

9. Property Trust Relationship and Liens

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

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Connections Peer Support Center

6/3/2022

Date

Decisigned by:

Tina Dulac

Name: Tina Dulac

Title: Interim E.D.



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Connections Peer Support Center

6/3/2022

Date

DocuSigned by:

Tina Dulac

Name: Tina Dulac

Title: Interim E.D.

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Vendor Initials

Date 6/3/2022

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION:

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



New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (f)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Connections Peer Support Center

6/3/2022

Date

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

TD

Contractor Initials: TD
Date: 6/3/2022

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Connections Peer Support Center

6/3/2022

Date

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

Exhibit G

Contractor Initials

TD

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Connections Peer Support Center

6/3/2022

Date

DocuSigned by:

Tina Dulac

Name: Tina Dulac

Title: Interim E.D.

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

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

Contractor Initials

TD

Date 6/3/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials

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Date 6/3/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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.

3/2014

Contractor Initials

Date 6/3/2022



New Hampshire Department of Health and Human Services

Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

Date 6/3/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials TD

Date 6/3/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Connections Peer Support Center

~~The State of~~

~~Name of the Contractor~~

Katja S. Fox

Tina Dulac

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Tina Dulac

Name of Authorized Representative
Director

Name of Authorized Representative

Title of Authorized Representative

Interim E.D.

Title of Authorized Representative

6/3/2022

6/3/2022

Date

Date

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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.

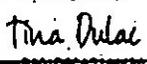
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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: Connections Peer Support Center

6/3/2022

Date

DocuSigned by:

 Name: Tina DuTac
 Title: Interim E.O.

Contractor Initials 
 Date 6/3/2022



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: 019035366

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

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the Recovery Oriented Step-Up Step-Down Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,600,000
3. 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 Exhibits C-1 Budget through C-4, Budget, Amendment #1.
4. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

^{DS}
CP

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

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

State of New Hampshire
Department of Health and Human Services

4/16/2024

Date

DocuSigned by:
Katja S. Fox
2A0FECD81B84F3

Name: Katja S. Fox
Title: Director

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

4/15/2024

Date

DocuSigned by:
Clair Peddle
13528B897F804E0

Name: Clair Peddle
Title: Treasurer

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

OFFICE OF THE ATTORNEY GENERAL

4/19/2024

Date

DocuSigned by:
Robyn Guarino
748734844041480
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, Budget, Amendment #1

Region: Region VI
 Program: BUSD HEARTS
 FISCAL PERIOD: FY2025 Contract

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

Contractor Initials CP
 Date 4/15/2024

Exhibit C-3, Budget, Amendment #1

600 PERSONNEL COSTS									
601 Salary & Wages	\$	278,044	\$	-	\$	-	\$	278,044	\$
602 Employee Benefits	\$	41,415	\$	-	\$	-	\$	41,415	\$
603 Payroll taxes	\$	21,271	\$	-	\$	-	\$	21,271	\$
Subtotal	\$	340,730	\$	-	\$	-	\$	340,730	\$
610 Client Wages	\$	-	\$	-	\$	-	\$	-	\$
620 PROFESSIONAL FEES									
621 Substitute Staff	\$	-	\$	-	\$	-	\$	-	\$
622 Client Evaluations/Services	\$	-	\$	-	\$	-	\$	-	\$
624 Accounting	\$	5,460	\$	-	\$	-	\$	5,460	\$
625 Audit Fees	\$	2,750	\$	-	\$	-	\$	2,750	\$
626 Legal Fees	\$	-	\$	-	\$	-	\$	-	\$
627 Other Professional Fees/Consult	\$	-	\$	-	\$	-	\$	-	\$
630 STAFF DEV & TRNG.									
631 Journals & Publications	\$	-	\$	-	\$	-	\$	-	\$
632 In-Service Training	\$	2,000	\$	-	\$	-	\$	2,000	\$
633 Conferences & Conventions	\$	-	\$	-	\$	-	\$	-	\$
634 Other Staff Development	\$	-	\$	-	\$	-	\$	-	\$
640 OCCUPANCY COSTS									
641 Rent	\$	36,000	\$	-	\$	-	\$	36,000	\$
642 Mortgage Payments	\$	-	\$	-	\$	-	\$	-	\$
643 Heating Costs	\$	-	\$	-	\$	-	\$	-	\$
644 Other Utilities	\$	-	\$	-	\$	-	\$	-	\$
645 Maintenance & Repairs	\$	-	\$	-	\$	-	\$	-	\$
646 Taxes	\$	-	\$	-	\$	-	\$	-	\$
647 Other Occupancy Costs	\$	-	\$	-	\$	-	\$	-	\$
650 CONSUMABLE SUPPLIES									
651 Office	\$	750	\$	-	\$	-	\$	750	\$
652 Building/Household	\$	2,000	\$	-	\$	-	\$	2,000	\$
653 Educational/Training	\$	-	\$	-	\$	-	\$	-	\$
654 Production & Sales	\$	-	\$	-	\$	-	\$	-	\$
655 Food	\$	750	\$	-	\$	-	\$	750	\$
656 Medical	\$	-	\$	-	\$	-	\$	-	\$
657 Other Consumable Supplies	\$	-	\$	-	\$	-	\$	-	\$
660 CAPITAL EXPENDITURES									
665 DEPRECIATION	\$	-	\$	-	\$	-	\$	-	\$
670 EQUIPMENT RENTAL	\$	-	\$	-	\$	-	\$	-	\$
680 EQUIPMENT MAINTENANCE	\$	-	\$	-	\$	-	\$	-	\$
Subtotal page	\$	390,440	\$	-	\$	-	\$	390,440	\$

Exhibit C-3, Budget, Amendment #1

Total Carried Forward	\$ 390,440	\$ -	\$ -	\$ -	\$ -	\$ 390,440	\$ -	\$ -
700 ADVERTISING	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -
710 PRINTING	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -
720 TELEPHONE/COMMUNICATIONS	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -
730 POSTAGE/SHIPPING	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ -
740 TRANSPORTATION								
741 Board Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
742 Staff	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ -
743 Clients	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -
744 Delivery Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
750 ASSIST. TO INDIVIDUALS								
751 Client Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
752 Clothing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
760 INSURANCE								
761 Malpractice & Bonding	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -
762 Vehicles	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -
763 Comprehensive Property & Liability	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -
770 MEMBERSHIP DUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800 OTHER EXPENDITURES	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ 10	\$ -	\$ -
801 INTEREST EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
802 IN-KIND EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
900 ADMINISTRATIVE ALLOCATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM EXPENSES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
SURPLUS/(DEFICIT)								
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	0	0	0	0	0

Exhibit C-4, Budget, Amendment #1

Region: Region VI

Program: BUSD HEARTS

FISCAL PERIOD: FY2026 Contract

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

Contractor Initials CP
Date 4/15/2024

Exhibit C-4, Budget, Amendment #1

600 PERSONNEL COSTS									
601 Salary & Wages	\$	278,044	\$	-	\$	-	\$	278,044	\$
602 Employee Benefits	\$	41,415	\$	-	\$	-	\$	41,415	\$
603 Payroll taxes	\$	21,271	\$	-	\$	-	\$	21,271	\$
Subtotal	\$	340,730	\$	-	\$	-	\$	340,730	\$
610 Client Wages	\$	-	\$	-	\$	-	\$	-	\$
620 PROFESSIONAL FEES									
621 Substitute Staff	\$	-	\$	-	\$	-	\$	-	\$
622 Client Evaluations/Services	\$	-	\$	-	\$	-	\$	-	\$
624 Accounting	\$	5,460	\$	-	\$	-	\$	5,460	\$
625 Audit Fees	\$	2,750	\$	-	\$	-	\$	2,750	\$
626 Legal Fees	\$	-	\$	-	\$	-	\$	-	\$
627 Other Professional Fees/Consult	\$	-	\$	-	\$	-	\$	-	\$
630 STAFF DEV & TRNG.									
631 Journals & Publications	\$	-	\$	-	\$	-	\$	-	\$
632 In-Service Training	\$	2,000	\$	-	\$	-	\$	2,000	\$
633 Conferences & Conventions	\$	-	\$	-	\$	-	\$	-	\$
634 Other Staff Development	\$	-	\$	-	\$	-	\$	-	\$
640 OCCUPANCY COSTS									
641 Rent	\$	36,000	\$	-	\$	-	\$	36,000	\$
642 Mortgage Payments	\$	-	\$	-	\$	-	\$	-	\$
643 Heating Costs	\$	-	\$	-	\$	-	\$	-	\$
644 Other Utilities	\$	-	\$	-	\$	-	\$	-	\$
645 Maintenance & Repairs	\$	-	\$	-	\$	-	\$	-	\$
646 Taxes	\$	-	\$	-	\$	-	\$	-	\$
647 Other Occupancy Costs	\$	-	\$	-	\$	-	\$	-	\$
650 CONSUMABLE SUPPLIES									
651 Office	\$	750	\$	-	\$	-	\$	750	\$
652 Building/Household	\$	2,000	\$	-	\$	-	\$	2,000	\$
653 Educational/Training	\$	-	\$	-	\$	-	\$	-	\$
654 Production & Sales	\$	-	\$	-	\$	-	\$	-	\$
655 Food	\$	750	\$	-	\$	-	\$	750	\$
656 Medical	\$	-	\$	-	\$	-	\$	-	\$
657 Other Consumable Supplies	\$	-	\$	-	\$	-	\$	-	\$
660 CAPITAL EXPENDITURES	\$	-	\$	-	\$	-	\$	-	\$
665 DEPRECIATION	\$	-	\$	-	\$	-	\$	-	\$
670 EQUIPMENT RENTAL	\$	-	\$	-	\$	-	\$	-	\$
680 EQUIPMENT MAINTENANCE	\$	-	\$	-	\$	-	\$	-	\$
Subtotal page	\$	390,440	\$	-	\$	-	\$	390,440	\$

Exhibit C-A, Budget, Amendment #1

Total Carried Forward	\$ 390,440	\$ -	\$ -	\$ -	\$ -	\$ 390,440	\$ -	\$ -
700 ADVERTISING	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -
710 PRINTING	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -
720 TELEPHONE/COMMUNICATIONS	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -
730 POSTAGE/SHIPPING	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ -
740 TRANSPORTATION								
741 Board Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
742 Staff	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ -
743 Clients	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -
744 Delivery Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
750 ASSIST. TO INDIVIDUALS								
751 Client Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
752 Clothing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
760 INSURANCE								
761 Malpractice & Bonding	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -
762 Vehicles	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -
763 Comprehensive Property & Liability	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -
770 MEMBERSHIP DUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800 OTHER EXPENDITURES	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ 10	\$ -	\$ -
801 INTEREST EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
802 IN-KIND EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
900 ADMINISTRATIVE ALLOCATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM EXPENSES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
SURPLUS/(DEFICIT)								
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	0	0	0	0	0

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA REGION VI is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 608796

Certificate Number: 0006592790



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of March A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 27, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

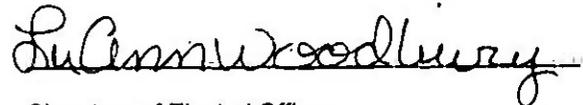
VOTED: That Claire Peddle; Treasurer or Diane Hebert; Vice President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of H.E.A.R.T.S. PSC to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated:03/27/2024



Signature of Elected Officer

Name: Luann Woodbury

Title: Secretary of the BOD's

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

Mission Statement

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

H.E.A.R.T.S. PEER SUPPORT CENTER
OF GREATER NASHUA
FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION
Years Ended June 30, 2022 and 2021

TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS	1-3
FINANCIAL STATEMENTS	
Statements of Financial Position	4
Statements of Activities and Changes in Net Assets	5
Statement of Functional Expenses, Year Ended June 30, 2022 With Comparative Totals for the Year Ended June 30, 2021	6
Statements of Cash Flows	7
Notes to Financial Statements	8 – 14
SUPPLEMENTAL INFORMATION	
Statement of Activities By State Approved BMHS Funds, Year Ended June 30, 2022	15

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

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

Opinion

We have audited the accompanying financial statements of H.E.A.R.T.S. Peer Support Center of Greater Nashua (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2022 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of June 30, 2022 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

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

Responsibilities of Management for the Financial Statements

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

Exercise professional judgement and maintain professional skepticism throughout the audit.

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

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

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

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

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

Report on Summarized Comparative Information

We have previously audited H.E.A.R.T.S. Peer Support Center of Greater Nashua's 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 9, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

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

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
October 3, 2022

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021**

ASSETS	<u>2022</u>	<u>2021</u>
CURRENT ASSETS		
Cash and cash equivalents		
Operating	\$ 13,563	\$ 16,426
BMHS refundable	6,627	6,627
Total cash and cash equivalents	<u>20,190</u>	<u>23,053</u>
Accounts receivable	34,737	37,047
Total Current Assets	<u>54,927</u>	<u>60,100</u>
 PROPERTY AND EQUIPMENT, at cost		
Leasehold Improvements	27,000	27,000
Furniture & Fixtures	15,717	15,717
Equipment	6,429	6,429
Vehicles	144,315	28,549
	<u>193,461</u>	<u>77,695</u>
Less accumulated depreciation	22,614	30,269
	<u>170,847</u>	<u>47,426</u>
 OTHER ASSETS		
Security deposit	<u>8,000</u>	<u>8,000</u>
Total Assets	<u>233,774</u>	<u>115,526</u>
 LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	7,210	5,480
Accrued expenses	6,858	12,009
Refundable advance, BMHS	6,627	6,627
Current portion of long-term debt	1,945	-
Other liabilities	140	140
Total Current Liabilities	<u>22,780</u>	<u>24,256</u>
 LONG-TERM LIABILITIES		
Long-term debt, net of current portion	<u>13,977</u>	<u>-</u>
Total Long-Term Liabilities	<u>13,977</u>	<u>-</u>
 NET ASSETS		
Net Assets Without Donor Restriction	197,017	91,270
Net Assets With Donor Restriction	<u>-</u>	<u>-</u>
Total Net Assets	<u>197,017</u>	<u>91,270</u>
Total Liabilities and Net Assets	<u>\$ 233,774</u>	<u>\$ 115,526</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 722,640	\$ 488,837
Donations	2,641	3,772
Interest income	-	1
Total support and revenue	<u>725,281</u>	<u>452,610</u>
EXPENSES		
Program	539,409	333,383
Management & general	80,125	56,701
Total expenses	<u>619,534</u>	<u>390,084</u>
Increase in net assets	105,747	62,526
Net assets, beginning of year	<u>91,270</u>	<u>28,744</u>
Net assets, end of year	<u>\$ 197,017</u>	<u>\$ 91,270</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE TOTALS FOR
THE YEAR ENDED JUNE 30, 2021**

	<u>Program Services</u>	<u>Management & General</u>	<u>Total 2022</u>	<u>2021</u>
Salaries and wages	\$ 324,382	\$ 48,471	\$ 372,853	\$ 229,246
Employee benefits	33,797	5,050	38,847	18,805
Payroll taxes	29,035	4,339	33,374	20,664
Rent	93,120	2,880	96,000	66,000
Accounting fees	-	17,005	17,005	14,412
Training	955	-	955	2,320
Insurance	13,460	793	14,253	12,420
Client travel and transportation	6,471	-	6,471	2,632
Telephone	11,411	353	11,764	6,545
Building and household supplies	9,429	-	9,429	6,690
Office supplies and equipment	5,320	-	5,320	3,674
Client food	2,918	-	2,918	1,108
Member support	581	-	581	41
Advertising and promotion	721	-	721	417
Staff travel and transportation	464	-	464	765
Other expenses	-	-	-	182
Printing	-	916	916	376
Postage and shipping	-	318	318	260
Depreciation	7,345	-	7,345	3,527
	<u>\$ 539,409</u>	<u>\$ 80,125</u>	<u>\$ 619,534</u>	<u>\$ 390,084</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 105,747	\$ 62,526
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	7,345	3,527
(Increase) decrease in operating assets		
Accounts receivable	2,310	(667)
Security deposits		(3,000)
Increase (decrease) in operating liabilities		
Accounts payable	1,730	(4,075)
Accrued expenses	<u>(5,151)</u>	<u>4,683</u>
Net Cash Provided By Operating Activities	<u>111,981</u>	<u>62,994</u>
CASH USED BY INVESTING ACTIVITIES		
Purchases of property and equipment	<u>(114,844)</u>	<u>(49,146)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(2,863)	13,848
Cash and Cash Equivalents, Beginning of Year	<u>23,053</u>	<u>9,205</u>
Cash and Cash Equivalents, End of Year	<u>\$ 20,190</u>	<u>\$ 23,053</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS		
Cost of property and equipment	130,766	49,146
New debt assumed for property and equipment	<u>(15,922)</u>	<u>-</u>
Cash payment for property and equipment	<u>\$ 114,844</u>	<u>\$ 49,146</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 1 NATURE OF ORGANIZATION

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

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

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

Basis of Presentation

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

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

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

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

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash equivalents

For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents, excluding amounts the use of which is limited restriction. At years ended June 30, 2022 and 2021 the Organization had no cash equivalents.

Support and revenue

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

Property and Equipment

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight-line basis over the useful lives of the assets as listed below. Depreciation expense was \$7,345 and \$3,527 for the years ended June 30, 2022 and 2021, respectively. Expenditures for repairs and maintenance are expensed when incurred.

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

Functional Expenses and Cost Allocation of Expenses

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

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising costs

The Organization expenses advertising costs as they are incurred. Advertising expense was \$721 and \$417 for the years ended June 30, 2022 and 2021, respectively.

Accounts Receivable

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

Use of estimates

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

Income tax status

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

In-Kind Contributions

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

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021.**

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, accounts payable and accrued expenses are stated at carrying cost at June 30, 2022 and 2021, which approximates fair value due to the relatively short maturity of these instruments.

New Accounting Pronouncement

In February, 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under the new guidance, a lessee will be required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the statement of financial position—the new ASU will require both types of leases to be recognized on the statement of financial position. This standard is effective for annual reporting periods beginning after December 15, 2021.

NOTE 3 RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses the Organization for the expenses. Eligible employees do not make salary reduction contributions. The Organization made \$5,408 and \$1,153 in retirement contributions for the years ended June 30, 2022 and 2021, respectively.

NOTE 4 COMPENSATED ABSENCES

The Organization has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2022 and 2021 was \$4,160 and \$3,696 respectively.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 5 CONCENTRATION OF CREDIT RISK

Economic Dependency

The Organization currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2022 and 2021, the State grants made up 99% of the Organization's total support.

NOTE 5 CONCENTRATION OF CREDIT RISK (CONTINUED)

Cash Balances

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2022 and 2021 the Organization had no uninsured cash balances.

NOTE 6 LEASES

The Organization leases office space under the terms of a non-cancellable lease agreement. The Organization entered a lease agreement beginning January 1, 2021 and expiring on October 31, 2022. The Organization is now a tenant at will. Rent expense related to this agreement was \$60,000 for the years ended June 30, 2022 and 2021, respectively.

In May 2022, the Organization entered into another lease agreement with the same lessor for another suite to support its Step-Up Step-Down program. This lease was effective May 1, 2022 through April 30, 2023 and thereafter becomes a tenant at will agreement. Rent expense related to this agreement was \$36,000 for the year ended June 30 2022.

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

2023: \$ 30,000
\$ 30,000

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

NOTE 7 REFUNDABLE ADVANCES

Under the terms of the service agreement with the Bureau of Mental Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, the Organization is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$6,627 for the years ended June 30, 2022 and 2021.

NOTE 8 FAIR VALUE MEASUREMENTS

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

	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
<u>2022</u>			
Accounts Receivable	<u>\$ 37,737</u>	<u>\$ -</u>	<u>\$ 37,737</u>
<u>2021</u>			
Accounts Receivable	<u>\$ 37,047</u>	<u>\$ -</u>	<u>\$ 37,047</u>

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

NOTE 9 BOARD DESIGNATED NET ASSETS

The Organization has no board designated net assets as of June 30, 2022 and 2021, respectively.

NOTE 12 RISKS AND UNCERTAINTIES: COVID-19

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

NOTE 13 SUBSEQUENT EVENTS

Management has evaluated subsequent events through October 3, 2022, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021

NOTE 10 LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

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

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 20,190	\$ 23,053
Accounts receivable	<u>37,737</u>	<u>37,047</u>
	<u>57,927</u>	<u>60,100</u>
Less amounts:		
Funds required to be maintained under State agreement BMHS:	<u>6,627</u>	<u>6,627</u>
	<u>\$ 51,300</u>	<u>\$ 53,473</u>

NOTE 11 – LONG-TERM DEBT

Long-term debt consisted of a loan payable to Ally bank in monthly installments of \$285 including principal and interest beginning August 2022. The interest is 8.64%. The note is secured by a vehicle.

The balance as of June 30, 2022 was: \$ 15,922
 Less current portion: (1,945)
\$ 13,977

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

2023	\$ 1,945
2024	2,304
2025	2,512
2026	2,737
2027	2,983
Thereafter	<u>3,441</u>
Total	<u>\$ 15,922</u>

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
YEAR ENDED JUNE 30, 2022**

	State Approved BMHS Funds	State Approved SUSD Funds	State Approved Total	Non-BMHS Funds	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant income, current year	\$ 427,025	\$ 295,615	\$ 722,640	\$ -	\$ 722,640
Grant income, prior year release	-	-	-	-	-
Donations	-	-	-	2,641	2,641
Program service revenue	-	-	-	-	-
Interest income	-	-	-	-	-
Total support and revenue	<u>427,025</u>	<u>295,615</u>	<u>722,640</u>	<u>2,641</u>	<u>725,281</u>
EXPENSES					
Salaries and wages	234,490	138,363	372,853	-	372,853
Employee benefits	34,514	4,333	38,847	-	38,847
Payroll taxes	33,374	-	33,374	-	33,374
Rent	60,000	36,000	96,000	-	96,000
Accounting fees	12,745	4,260	17,005	-	17,005
Training	925	30	955	-	955
Insurance	12,816	1,437	14,253	-	14,253
Client travel and transportation	5,871	600	6,471	-	6,471
Telephone	6,613	5,151	11,764	-	11,764
Building and household supplies	4,085	5,344	9,429	-	9,429
Office supplies and equipment	1,770	3,550	5,320	-	5,320
Client food	2,138	780	2,918	-	2,918
Member support	581	-	581	-	581
Advertising and promotion	439	282	721	-	721
Staff travel and transportation	436	28	464	-	464
Other expenses	-	-	-	-	-
Printing	596	320	916	-	916
Postage and shipping	197	121	318	-	318
Depreciation	-	-	-	7,345	7,345
Total expenses	<u>411,590</u>	<u>200,599</u>	<u>612,189</u>	<u>7,345</u>	<u>619,534</u>
Net Increase (Decrease) in Operating Net Assets	15,435	95,016	110,451	(4,704)	105,747
BMHS funds allowed for:					
Capital purchases	-	(130,766)	(130,766)	130,766	-
Net Increase (Decrease) in Net Assets	15,435	(35,750)	(20,315)	126,062	105,747
Net assets (deficit), beginning of year	(5,507)	15,642	10,135	81,135	91,270
Net assets (deficit), end of year	<u>\$ 9,928</u>	<u>\$ (20,108)</u>	<u>\$ (10,180)</u>	<u>\$ 207,197</u>	<u>\$ 197,017</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S.
Board of Directors
January 24, 2024**

President: Vacant

Vice President: Diane Hebert

[REDACTED]

Joined 04/27/2021

Term #3, Term Length: 1 years

Term Expiration: 6/30/2024

Treasurer: Claire Peddle

[REDACTED]

Joined 05/17/2012

Term #6, Term Length: 2 years

Term Expiration: 6/30/2025

Secretary: Luann Woodbury

[REDACTED]

Joined 06/22/2022

Term #3, Term Length: 1 years

Term Expiration: 6/30/2024

Board Members:

Cathy Gurski

[REDACTED]

Joined June 22, 2022

Pat Henle



Joined June 22, 2022

We are currently seeking candidates from the community of our region to establish a strong board. Will keep you updated each month on this progress. Currently seeking candidates for MCRT, GNMHC, Area Agency, NAMI Nashua, Harbor Care, C of C, Members, and United Way.

Recent Potential BOD's Candidate we are pursuing is Elaine Mosley a Business owner and MH Advocate from Amherst, NH referred by Laurette Edelman. We had 2 interested candidates that attended the April 26 meeting. We also have a new interest from the PLUS Company and THE MCRT from GNMHC.

We have two interested candidates who have attended 1 meeting a piece. Leon Brown and Larry Woodbury.

Thank you,

Ken Lewis

OBJECTIVE

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

EXPERIENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EDUCATION

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

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

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

TRAININGS

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

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

Certified in WIJAM Facilitators Training and continuing a two-year Recertification.

Substance Abuse State of New Hampshire Training

Certified in Recovery Coach for Alcohol and Drugs

Planting the Seeds for Health and Wholeness Training

Smoking Cessation Program

Certified in SOAR Program

Certified in First Aid and CPR

Certification in American Sign Language

Safe Food Handling Class from NHFB

Administrative Training

Members Rights and Responsibilities / Sexual Harassment

Certified Peer Specialist

Cheryl Thibodeau

March 1, 2019



Skills

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

Education

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

Training

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

Certified Peer Specialist

Life Experience

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

Employment

H.E.A.R.T.S Center:	Member/Staff Peer Support Specialist
Crisis Respite Center:	Member/Staff Peer Support Specialist
Wal-Mart:	Cashier, Customer Service Manager, Accounting
Afternoon Delight:	Prep Food-Delivery
Michael's Arts:	Floral Designer
Mountain Ridgeview:	Distributed Pet Toys, Designed, Inventory, Shipping
Cleaning Business:	Owned a cleaning business for homes and restaurants
Child Care:	Home Day Care

KEY PERSONNEL

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

NH Department of Health and Human Services

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

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Ken Lewis	Executive Director	44.00%	\$31,200.00	\$70,909.00
Open	Director of Programs	46.00%	\$21,840.00	\$47,478.00
Cheryl Thibodeau	Program Manager of SUSD	100.00%	\$39,520.00	\$39,520.00

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

Lori A. Shilbette
Commissioner

Katja S. Fox
Director

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

May 31, 2022

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

REQUESTED ACTION

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

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

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

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

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

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

Project Title Recovery Oriented Step-Up Step-Down Programs

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

* Disqualified

Reviewer Name	Title
1. <u>Ayla Kendall</u>	<u>Program Planning And Review Specialist</u>
2. <u>Thomas Grintley</u>	<u>Program Planning and Review Specialist</u>
3. <u>Sara Suter</u>	<u>Recovery Program Specialist</u>
4. <u>Tiffany Crowel</u>	<u>Nurse Administrator</u>
5. <u>Tanja Godfredsen</u>	<u>Business Administrator II</u>

Financial Detail

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

Summary by Vendor	Total Amount
Monadnock Area Peer Support Agency	\$ 800,000.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	\$ 800,000.00
On the Road to Recovery, Inc.	\$ 800,000.00
Connections Peer Support Center	\$ 800,000.00
Total	\$ 3,200,000.00

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

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

Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

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

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

03
C

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

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

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

- 1:21.4.
- 1.23. The Contractor shall submit a grievance and appeals process to the Department for approval. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
- 1.23.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
- 1.23.1.1. Individual's name.
- 1.23.1.2. Date of written grievance.
- 1.23.1.3. Nature and subject of the grievance.
- 1.23.1.4. A method to submit an anonymous grievance.
- 1.23.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
- 1.23.3. A method to track grievances.
- 1.23.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
- 1.23.5. An immediate review of the grievance and investigation by the Contractor's director or his or her designee.
- 1.23.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 1.23.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.24. The Contractor shall ensure its Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.25. The Contractor shall submit a copy of the written decision regarding the grievance to the Department within one (1) day from the written decision.
- 1.26. The Contractor shall participate in quality assurance program reviews and site visits on a schedule provided by the Department. The Contractor agrees that:
- 1.26.1. All Agreement deliverables, programs, and activities are subject to review; and
- 1.26.2. Any review may result in a report and potential corrective action plan, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.27. The Contractor shall participate in quality assurance reviews as follows:
- 1.27.1. Ensure the Department is provided with access that shall include, but is not limited to:

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

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

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

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

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

volunteer if:

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

03
CP

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

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

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

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

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

- 1.50.2.5. Statements are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this Agreement.
- 1.50.3. The Contractor shall submit to the Department, on forms supplied by the Department, quarterly revenue and expenses by cost and/or program category and locations by the 30th of the month following the quarter.
- 1.50.4. The Contractor shall prepare an Annual Report that:
 - 1.50.4.1. Includes, but is not limited to qualitative and quantitative data; and
 - 1.50.4.2. Is presented annually to the Mental Health Block Grant Planning and Advisory Council.
- 1.50.5. The Contractor shall submit a quarterly report to the Department, on forms supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
 - 1.50.5.1. Step-Up Step-Down deliverables as identified in the Scope of Services, and on templates provided by the Department;
 - 1.50.5.2. Number of bed days;
 - 1.50.5.3. Staffing levels; and
 - 1.50.5.4. Daily provided programming.
- 1.50.6. The Contractor shall submit to the Department a compilation of program evaluation and surveys submitted in the past quarter, no later than the 15th day of the month following the end of each quarter.
- 1.50.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including client-level demographic, performance, and service data.
- 1.51. Performance Measures
 - 1.51.1. The Contractor shall perform, or cooperate with the performance of, quality improvement or utilization review activities as are determined necessary and appropriate by the Department within timeframes reasonably specified by the Department including, but not limited to:
 - 1.51.1.1. Meeting 80% minimum occupancy standards annually.
 - 1.51.1.2. Diverting 80% of Step-Up admissions from resulting in an inpatient stay.
 - 1.51.1.3. Facilitating Step-Down transitions with no more than ^{DS} 58% of

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

individuals being readmitted to hospital level care within the 90 day period.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

Services.”

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

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

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

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

Payment Terms

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

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

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

5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Grantee shall submit annual financial audits performed by an independent CPA to the Department.
 - 7.2. If the Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards:
 - 7.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 7.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
8. Property Standards
 - 8.1. Insurance coverage
 - 8.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
 - 8.2. Real property.

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

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

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

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

8.3. Equipment.

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

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

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

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

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

8.3.3. Use.

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

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



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

projects is also permissible with approval from the State.

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



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

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

9. Property Trust Relationship and Liens

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

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials CP
Date 6/13/2022



New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

6/13/2022

Date

DocuSigned by:

Clair Peddle

Name: Claire Peddle

Title: Treasurer



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement(s) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

6/13/2022

Date

DocuSigned by:

Clair Peddle
Name: Claire Peddle
Title: Treasurer

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Vendor Initials

6/13/2022
Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

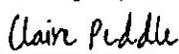
LOWER TIER COVERED TRANSACTIONS

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

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

6/13/2022

Date

DocuSigned by:

 Name: Claire Peddle
 Title: Treasurer

Contractor Initials 
 Date 6/13/2022

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

6/13/2022

Date

DocuSigned by:
Claire Peddle
Name: Claire Peddle
Title: Treasurer

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

6/13/2022

Date

DocuSigned by:
Claire Peddle
Name: Claire Peddle
Title: Treasurer

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

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Date 6/13/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials

CP

Date 6/13/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials CP

Date 6/13/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials CP

Date 6/13/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

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

~~The State~~ by:

~~Name of the Contractor~~

Katja S. Fox

Claire Peddle

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Claire Peddle

Name of Authorized Representative
Director

Name of Authorized Representative

Treasurer

Title of Authorized Representative

Title of Authorized Representative

6/13/2022

6/13/2022

Date

Date

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New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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

6/13/2022

Date

DocuSigned by:

Claire Peddle

Name: CLAIPE Peddle

Title: Treasurer

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CP

Contractor Initials

6/13/2022

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 031182255

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS.

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

A. Retention

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

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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



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

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

V. LOSS REPORTING

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

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

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

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



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the Recovery Oriented Step-Up Step-Down Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Area Peer Support Agency ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #25), as amended on December 21, 2022 (Item #28), 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 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,200,000
3. 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 Exhibits C-1 Budget through C-5, Budget, Amendment #2.
4. Add Exhibit C-4, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-5, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/5/2024

Date

DocuSigned by:

Katja S. Fox

2A0FEC7051684F3
Name: Katja S. Fox

Title: Director

Monadnock Area Peer Support Agency

4/2/2024

Date

DocuSigned by:

David Ports

7B7BAE4E85B8420...
Name: David Ports

Title: Interim Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/9/2024

Date

DocuSigned by:
Robert Guarino
748734844941480...
Name: Robert 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-4, Budget, Amendment #2

Region: Region V

Program: Monadnock Peer Support

FISCAL PERIOD: FY2025 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400								
PROG. SERV. FEES								
401 Net client fees	0	0	0	0	0	0	0	0
402 HMO's	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
403 BC/BS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
404 Medicaid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405 Medicare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
406 Other insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
411 Other program fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
420								
PROG. SALES								
421 Production	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
422 Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
430								
PUBLIC SUPPORT								
431 United Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
432 Local/County Government	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
433 Donations/Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
435 Other public support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
436 DVR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
437 Div. Alc/Drug Abuse Prev & Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
438 DCYF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
439 State Emergency Shelter Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440								
FEDERAL FUNDING								
441 Block Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
442 Community Support Prog	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
443 CSP Anticipated (amendment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
444 HUD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
445 Other federal grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
446 PATH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
447 CARE NH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
448 MHSIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
450 RENTAL INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
460 INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
470 IN-KIND DONATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
480								
BBH								
481 Community Mental Health	\$ 800,000	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -
482 Community Developmental Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
490								
OTHER REVENUES								
491 Other DBH (carry over)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 800,000	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -
500 GM Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM REVENUES	\$ 800,000	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -

Monadnock Area Peer Support Agency
RFA-2023-BMHS-02-RECOV-03-A02

Contractor Initials DP
Date 4/2/2024

Exhibit C-4, Budget, Amendment #2

600 PERSONNEL COSTS									
601 Salary & Wages	\$ 497,398	\$ -	\$ 497,398	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
602 Employee Benefits	\$ 48,714	\$ -	\$ 48,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
603 Payroll taxes	\$ 38,051	\$ -	\$ 38,051	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 584,162	\$ -	\$ 584,162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
610 Client Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
620 PROFESSIONAL FEES									
621 Substitute Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
622 Client Evaluations/Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
624 Accounting	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
625 Audit Fees	\$ 11,000	\$ -	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
626 Legal Fees	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
627 Other Professional Fees/Consult	\$ 27,850	\$ -	\$ 27,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
630 STAFF DEV & TRNG.									
631 Journals & Publications	\$ 200	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
632 In-Service Training	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
633 Conferences & Conventions	\$ 2,750	\$ -	\$ 2,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
634 Other Staff Development	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
640 OCCUPANCY COSTS									
641 Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
642 Mortgage Payments	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
643 Heating Costs	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
644 Other Utilities	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
645 Maintenance & Repairs	\$ 12,500	\$ -	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
646 Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
647 Other Occupancy Costs	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
650 CONSUMABLE SUPPLIES									
651 Office	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
652 Building/Household	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
653 Educational/Training	\$ 4,043	\$ -	\$ 4,043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
654 Production & Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
655 Food	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
656 Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
657 Other Consumable Supplies	\$ 600	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
660 CAPITAL EXPENDITURES	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
665 DEPRECIATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
670 EQUIPMENT RENTAL	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
680 EQUIPMENT MAINTENANCE	\$ 11,500	\$ -	\$ 11,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal page	\$ 756,605	\$ -	\$ 756,605	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Exhibit C-4, Budget, Amendment #2

Total Carried Forward	\$ 756,605	\$ -	\$ 756,605	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
700 ADVERTISING	\$ 2,922	\$ -	\$ 2,922	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
710 PRINTING	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
720 TELEPHONE/COMMUNICATIONS	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
730 POSTAGE/SHIPPING	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
740 TRANSPORTATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
741 Board Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
742 Staff	\$ 750	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
743 Clients	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
744 Delivery Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
750 ASSIST TO INDIVIDUALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
751 Client Services	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
752 Clothing	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
760 INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
761 Malpractice & Bonding	\$ 400	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
762 Vehicles	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
763 Comprehensive Property & Liability	\$ 12,500	\$ -	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
770 MEMBERSHIP DUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800 OTHER EXPENDITURES	\$ 4,824	\$ -	\$ 4,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
801 INTEREST EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
802 IN-KIND EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 800,000	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
900 ADMINISTRATIVE ALLOCATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM EXPENSES	\$ 800,000	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SURPLUS/(DEFICIT)									
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	0	0	0	0	0	0

Exhibit C-5, Budget, Amendment #2

Region: Region V Program: Monadnock Peer Support FISCAL PERIOD: FY2028 Contract		Total Agency	Total Administration	Peer Support Program	Warm Line	Satellite Outreach	Transitional Housing	Crisis Respite	Other Non-BBH
				111a	111b	111c	111d	111e	111f
400	PROG. SERV. FEES								
401	Net client fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
402	HMO's	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
403	BC/BS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
404	Medicald	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405	Medicare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
406	Other insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
411	Other program fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
420	PROG. SALES								
421	Production	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
422	Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
430	PUBLIC SUPPORT								
431	United Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
432	Local/County Government	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
433	Donations/Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
435	Other public support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
436	DVR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
437	Div. Alc/Drug Abuse Prev & Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
438	DCYF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
439	State Emergency Shelter Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440	FEDERAL FUNDING								
441	Block Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
442	Community Support Prog	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
443	CSP Antidpated (amendment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
444	HUD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
445	Other federal grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
446	PATH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
447	CARE NH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
448	MHSIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
450	RENTAL INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
460	INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
470	IN-KIND DONATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
480	BBH								
481	Community Mental Health	\$ 800,000	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -
482	Community Developmental Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
490	OTHER REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
491	Other DBH (carry over)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 800,000	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -
500	GM Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL PROGRAM REVENUES	\$ 800,000	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -

Exhibit C-5, Budget, Amendment #2

600 PERSONNEL COSTS									
601 Salary & Wages	\$ 517,958	\$	\$ 517,958	\$	\$	\$	\$	\$	\$
602 Employee Benefits	\$ 49,641	\$	\$ 49,641	\$	\$	\$	\$	\$	\$
603 Payroll taxes	\$ 39,624	\$	\$ 39,624	\$	\$	\$	\$	\$	\$
Subtotal	\$ 607,223	\$	\$ 607,223	\$	\$	\$	\$	\$	\$
610 Client Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$
620 PROFESSIONAL FEES									
621 Substitute Staff	\$	\$	\$	\$	\$	\$	\$	\$	\$
622 Client Evaluations/Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
624 Accounting	\$ 500	\$	\$ 500	\$	\$	\$	\$	\$	\$
625 Audit Fees	\$ 11,000	\$	\$ 11,000	\$	\$	\$	\$	\$	\$
626 Legal Fees	\$ 10,000	\$	\$ 10,000	\$	\$	\$	\$	\$	\$
627 Other Professional Fees/Consult	\$ 15,000	\$	\$ 15,000	\$	\$	\$	\$	\$	\$
630 STAFF DEV & TRNG.									
631 Journals & Publications	\$ 200	\$	\$ 200	\$	\$	\$	\$	\$	\$
632 In-Service Training	\$ 3,000	\$	\$ 3,000	\$	\$	\$	\$	\$	\$
633 Conferences & Conventions	\$ 2,750	\$	\$ 2,750	\$	\$	\$	\$	\$	\$
634 Other Staff Development	\$ 2,500	\$	\$ 2,500	\$	\$	\$	\$	\$	\$
640 OCCUPANCY COSTS									
641 Rent	\$	\$	\$	\$	\$	\$	\$	\$	\$
642 Mortgage Payments	\$ 25,000	\$	\$ 25,000	\$	\$	\$	\$	\$	\$
643 Heating Costs	\$ 10,000	\$	\$ 10,000	\$	\$	\$	\$	\$	\$
644 Other Utilities	\$ 17,000	\$	\$ 17,000	\$	\$	\$	\$	\$	\$
645 Maintenance & Repairs	\$ 12,500	\$	\$ 12,500	\$	\$	\$	\$	\$	\$
646 Taxes	\$	\$	\$	\$	\$	\$	\$	\$	\$
647 Other Occupancy Costs	\$ 8,000	\$	\$ 8,000	\$	\$	\$	\$	\$	\$
650 CONSUMABLE SUPPLIES									
651 Office	\$ 2,000	\$	\$ 2,000	\$	\$	\$	\$	\$	\$
652 Building/Household	\$ 10,000	\$	\$ 10,000	\$	\$	\$	\$	\$	\$
653 Educational/Training	\$ 4,043	\$	\$ 4,043	\$	\$	\$	\$	\$	\$
654 Production & Sales	\$	\$	\$	\$	\$	\$	\$	\$	\$
655 Food	\$ 1,000	\$	\$ 1,000	\$	\$	\$	\$	\$	\$
656 Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$
657 Other Consumable Supplies	\$ 600	\$	\$ 600	\$	\$	\$	\$	\$	\$
660 CAPITAL EXPENDITURES	\$ 5,000	\$	\$ 5,000	\$	\$	\$	\$	\$	\$
665 DEPRECIATION	\$	\$	\$	\$	\$	\$	\$	\$	\$
670 EQUIPMENT RENTAL	\$ 2,613	\$	\$ 2,613	\$	\$	\$	\$	\$	\$
680 EQUIPMENT MAINTENANCE	\$ 11,500	\$	\$ 11,500	\$	\$	\$	\$	\$	\$
Subtotal page	\$ 761,429	\$	\$ 761,429	\$	\$	\$	\$	\$	\$

Exhibit C-5, Budget, Amendment #2

Total Carried Forward	\$ 761,429	\$ -	\$ 761,429	\$ -	\$ -	\$ -	\$ -	\$ -
700 ADVERTISING	\$ 2,922	\$ -	\$ 2,922	\$ -	\$ -	\$ -	\$ -	\$ -
710 PRINTING	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -
720 TELEPHONE/COMMUNICATIONS	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -
730 POSTAGE/SHIPPING	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
740 TRANSPORTATION								
741 Board Members.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
742 Staff	\$ 750	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -
743 Clients	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -
744 Delivery Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
750 ASSIST. TO INDIVIDUALS								
751 Client Services	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -
752 Clothing	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
760 INSURANCE								
761 Malpractice & Bonding	\$ 400	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -
762 Vehicles	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
763 Comprehensive Property & Liability	\$ 12,500	\$ -	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -
770 MEMBERSHIP DUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800 OTHER EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
801 INTEREST EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
802 IN-KIND EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 800,000	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -
900 ADMINISTRATIVE ALLOCATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM EXPENSES	\$ 800,000	\$ -	\$ 800,000	\$ -				
SURPLUS/(DEFICIT)								
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	(0)	0	0	0	0	0

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK AREA PEER SUPPORT AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 23, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 239259

Certificate Number: 0006575764



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Area Peer Support Agency
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 28th, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

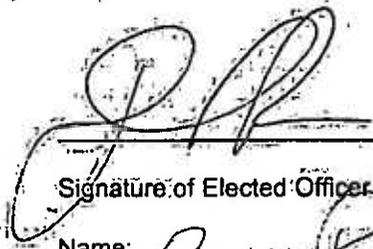
VOTED: That David Ports, Interim Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Monadnock Area Peer Support Agency to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: March 28th, 2024



Signature of Elected Officer
Name: Eli Rivera
Title: Vice-Chair



Mission Statement

The Monadnock Peer Support Agency is dedicated to providing a safe, supportive and empowering environment for individuals facing mental health challenges in our community. We strive to promote recovery through peer-to-peer support, education and advocacy. Our mission is to foster hope, reduce isolation and encourage self-determination on the journey towards resilience and improved quality of life.



Mission Statement

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MONADNOCK PEER SUPPORT
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years Ended June 30, 2022 and 2021

TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS	1-3
FINANCIAL STATEMENTS	
Statement of Financial Position, June 30, 2022 With Comparative Totals, June 30, 2021	4
Statements of Activities and Changes in Net Assets for Year Ended June 30, 2022 With Comparative Totals for Year Ended June 30, 2021	5
Statement of Functional Expenses For the Year Ended June 30, 2022 With Comparative Totals for the Year Ended June 30, 2021	6
Statements of Cash Flows	7
Notes to Financial Statements	8 – 16
SUPPLEMENTAL INFORMATION	
Statement of Activities and Changes in Net Assets By State Approved BMHS Funds, 2022	17

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

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

Opinion

We have audited the accompanying financial statements of Monadnock Peer Support (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2022 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

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

Basis for opinion

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

Responsibilities of Management for the Financial Statements

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

Exercise professional judgement and maintain professional skepticism throughout the audit.

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

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

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

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

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

Report on Summarized Comparative Information

We have previously audited Monadnock Peer Support's 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 9, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
December 7, 2022

**MONADNOCK PEER SUPPORT
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 WITH COMPARATIVE TOTALS, JUNE 30, 2021**

ASSETS	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2022	2021
CURRENT ASSETS				
Cash and cash equivalents				
Operating	\$ 264,096	\$ -	\$ 264,096	\$ 205,135
BMHS & Respite refundable	1,108	-	1,108	1,108
Total cash and cash equivalents	<u>265,204</u>	<u>-</u>	<u>265,204</u>	<u>206,243</u>
Accounts receivable	44,388	-	44,388	94,056
Prepaid expenses	6,775	-	6,775	5,777
Funds held in escrow	149,472	-	149,472	-
Total Current Assets	<u>465,839</u>	<u>-</u>	<u>465,839</u>	<u>306,076</u>
PROPERTY AND EQUIPMENT, at cost				
Building	273,976	-	273,976	273,976
Improvements	428,302	-	428,302	100,501
Land	93,200	-	93,200	93,200
Equipment and vehicle	15,500	-	15,500	15,500
Total property & equipment	<u>810,978</u>	<u>-</u>	<u>810,978</u>	<u>483,177</u>
Less accumulated depreciation	26,751	-	26,751	5,373
	<u>784,227</u>	<u>-</u>	<u>784,227</u>	<u>477,804</u>
OTHER ASSETS				
Deposit for services	5,000	-	5,000	-
Security deposit - utilities	1,541	-	1,541	1,541
Total other assets	<u>6,541</u>	<u>-</u>	<u>6,541</u>	<u>1,541</u>
Total Assets	<u>1,256,607</u>	<u>-</u>	<u>1,256,607</u>	<u>785,421</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	86,664	-	86,664	11,173
Accrued expenses	12,492	-	12,492	4,940
Long-term debt, current portion	33,585	-	33,585	18,203
Total Current Liabilities	<u>132,741</u>	<u>-</u>	<u>132,741</u>	<u>34,316</u>
LONG-TERM LIABILITIES				
Refundable advance, BMHS	1,108	-	1,108	1,108
Long-term debt, net of current portion	389,201	-	389,201	260,750
Total Long-Term Liabilities	<u>390,309</u>	<u>-</u>	<u>390,309</u>	<u>261,858</u>
OTHER LIABILITIES				
Payroll Protection Program Loan	-	-	-	47,270
NET ASSETS				
Without donor restriction	733,557	-	733,557	441,977
With donor restriction	-	-	-	-
Total Net Assets	<u>733,557</u>	<u>-</u>	<u>733,557</u>	<u>441,977</u>
Total Liabilities and Net Assets	<u>\$ 1,256,607</u>	<u>\$ -</u>	<u>\$ 1,256,607</u>	<u>\$ 785,421</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2022 WITH
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021**

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	2022	2021
REVENUE AND SUPPORT				
State grant income	\$ 626,511	\$ -	\$ 626,511	\$ 516,277
Public grants	24,575	-	24,575	-
Contributions	78,142	128,086	206,228	44,268
Interest income	67	-	67	80
Program & other income	1,266	-	1,266	2,002
Rental income	13,978	-	13,978	1,375
Total revenue and support	<u>744,539</u>	<u>128,086</u>	<u>872,625</u>	<u>564,002</u>
OTHER REVENUE				
Payroll Protection Program loan forgiveness	47,270	-	47,270	38,200
Non-cash donation	8,180	-	8,180	-
Gain on sale of fixed assets	-	-	-	80,245
	<u>55,450</u>	<u>-</u>	<u>55,450</u>	<u>118,445</u>
Net assets released from donor imposed restrictions	<u>128,086</u>	<u>(128,086)</u>		
EXPENSES				
Program	598,250	-	598,250	329,211
Management & general	31,269	-	31,269	47,452
Fundraising	6,976	-	6,976	277
Total expenses	<u>636,495</u>	<u>-</u>	<u>636,495</u>	<u>376,940</u>
Increase in net assets	291,580	-	291,580	305,507
Net assets, beginning of year	<u>441,977</u>	<u>-</u>	<u>441,977</u>	<u>136,470</u>
Net assets, end of year	<u>\$ 733,557</u>	<u>\$ -</u>	<u>\$ 733,557</u>	<u>\$ 441,977</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022 WITH
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021**

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total 2022</u>	<u>Total 2021</u>
Wages	\$ 359,043	\$ -	\$ -	359,043	\$ 218,655
Employee benefits	28,476	-	-	28,476	28,350
Payroll taxes	30,777	-	-	30,777	17,240
Supplies and office expense	44,987	4,999	-	49,985	18,824
Telephone	4,377	486	-	4,863	4,078
Utilities	19,410	2,157	-	21,567	13,574
Insurance	5,675	631	-	6,305	7,225
Repairs and maintenance	33,006	3,667	-	36,673	4,397
Interest expense	10,833	1,204	-	12,037	2,020
Food	3,100	344	-	3,444	1,062
Professional fees	-	16,964	-	16,964	12,032
Other expenses	5,863	548	-	6,411	3,238
Travel	3,638	-	-	3,638	42
Training	11,625	-	-	11,625	1,963
Depreciation	21,378	-	-	21,378	8,390
Equipment rental	1,944	216	-	2,160	2,606
Vehicle expense	13,640	-	-	13,640	2,572
Postage	480	53	-	533	413
Advertising	-	-	6,976	6,976	259
CARES program grants	-	-	-	-	30,000
	<u>\$ 598,250</u>	<u>\$ 31,269</u>	<u>\$ 6,976</u>	<u>\$ 636,495</u>	<u>\$ 376,940</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 291,580	\$ 305,507
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	21,378	8,390
Non-cash donation	(8,180)	-
Gain on sale of fixed asset	-	(80,245)
Payroll Protection Program loan forgiveness	(47,270)	(38,200)
(Increase) decrease in operating assets		
Accounts receivable	49,668	(45,854)
Funds held in escrow	(149,472)	-
Prepaid expenses	(998)	883
Security deposit - utilities	(5,000)	(1,541)
Increase (decrease) in operating liabilities		
Accounts payable	75,491	9,773
Accrued expenses	7,552	442
Net Cash Provided By Operating Activities	<u>234,749</u>	<u>159,155</u>
CASH USED BY INVESTING ACTIVITIES,		
Cash paid for purchases of fixed assets	(169,621)	(87,176)
Cash paid for purchases of improvements in progress	-	(100,501)
Proceeds on sale of fixed assets	-	161,723
Net Cash (Used) By Investing Activities	<u>(169,621)</u>	<u>(25,954)</u>
CASH USED BY FINANCING ACTIVITIES,		
Repayments of long-term notes payable	(6,167)	(10,143)
Net Proceeds, Payroll Protection Plan Loan	-	47,270
Net Cash Provided (Used) by Financing Activities	<u>(6,167)</u>	<u>37,127</u>
Net Increase in Cash and Cash Equivalents	58,961	170,328
Cash and Cash Equivalents, Beginning of Year	<u>206,243</u>	<u>35,915</u>
Cash and Cash Equivalents, End of Year	<u>\$ 265,204</u>	<u>\$ 206,243</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	<u>\$ 12,037</u>	<u>\$ 2,020</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS		
Cost of fixed assets purchased	327,801	367,176
New debt assumed for assets purchased	(150,000)	(280,000)
Non-Cash donation	(8,180)	-
Cash payment for fixed asset acquisitions	<u>\$ 169,621</u>	<u>\$ 87,176</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 1 – NATURE OF ORGANIZATION

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

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

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

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

Basis of Presentation

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

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

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

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash Equivalents

For purposes of the Statements of Cash Flows, the Organization considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2022 and 2021.

Support and Revenue

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

Property and Equipment

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

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

Depreciation expense was \$21,378 and \$8,390 for the years ended June 30, 2022 and 2021, respectively.

Function and Cost Allocation of Expenses

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

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising

The Organization expenses advertising costs as incurred. MPS had advertising costs of \$6,976 and \$259 as of June 30, 2022 and 2021, respectively.

Use of Estimates

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

Income Taxes

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

In-Kind Contributions

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

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Materials and Services

It is the intent of MPS to record the value of donated goods and services when there is an objective basis available to measure their value. For the year ended June 30, 2021, MPS received donated goods connected with its move to a new building. The value of these donated goods individually did not exceed \$500 to meet the organizations capitalization threshold. The organization received \$8,180 in non-cash donations for the year ended June 30, 2022.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, funds held in escrow, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2022 and 2021, which approximates fair value due to the relatively short maturity of these instruments.

New Accounting Pronouncement

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under the new guidance, a lessee will be required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the statement of financial position—the new ASU will require both types of leases to be recognized on the statement of financial position. This standard is effective for annual reporting periods beginning after December 15, 2021.

NOTE 3 – REVIEW BY OUTSIDE AGENCIES

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

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 4 – COMPENSATED ABSENCES

Employees of the Organization are entitled to paid time off depending on job classification, length of services and other factors. The Organization had no accrued time earned, but unpaid as of June 30, 2022 and 2021, respectively.

NOTE 5 – CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2022 and 2021 the Organization had no uninsured cash balances.

The Organization earned a substantial portion of its revenue from the State of New Hampshire. The State of New Hampshire contract accounted for approximately 68% and 75% of total revenue in the years ended June 30, 2022 and 2021, respectively.

NOTE 6 – RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses MPS for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$0 for the years ended June 30, 2022 and 2021.

NOTE 7 – REFUNDABLE BMHS ADVANCE

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, MPS was required to segregate amounts advanced but not expended at year-end as a refundable advance. Funds set aside in accordance with this requirement amounted to \$1,108 for the years ended June 30, 2022 and 2021, respectively.

NOTE 8 – BOARD DESIGNATED NET ASSETS

The Organization has no board designated net assets as of June 30, 2022.

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 9 – NET ASSETS WITH DONOR RESTRICTIONS

There were no net assets with donor restrictions as of June 30, 2022.

NOTE 10 – FAIR VALUE MEASUREMENTS

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

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
<u>2022</u>			
Accounts Receivable	<u>\$ 44,388</u>	<u>\$ -</u>	<u>\$ 44,388</u>
<u>2021</u>			
Accounts Receivable	<u>\$ 94,056</u>	<u>\$ -</u>	<u>\$ 94,056</u>

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

NOTE 11 – LONG-TERM DEBT

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

	<u>2022</u>	<u>2021</u>
Mortgage payable to a bank in monthly installments of \$1,517 including principal and interest beginning April, 2021. The interest is 4.25%. The note is secured by a mortgage on real estate and matures April, 2046.	\$ 272,786	\$ 278,953

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 11 – LONG-TERM DEBT (CONTINUED)

Long-term debt consisted of the following as of June 30:	<u>2022</u>	<u>2021</u>
Second mortgage payable to a bank in monthly installments of \$2,830 including principal and interest beginning July, 2022. The interest is 4.99%. The note is secured by a mortgage on real estate and matures June, 2027.	\$ 150,000	\$ 0
Total	422,786	278,953
Less current portion	<u>33,585</u>	<u>18,203</u>
	<u>\$ 389,201</u>	<u>\$ 260,750</u>

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

2023	\$ 33,585
2024	35,544
2025	37,304
2026	39,152
2027	41,084
Thereafter	<u>236,117</u>
Total	<u>\$ 422,786</u>

NOTE 12 – LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

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

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 265,204	\$ 206,243
Accounts receivable	<u>44,388</u>	<u>94,056</u>
	<u>309,592</u>	<u>300,299</u>
Less amounts:		
Refundable BMHS funds required to be maintained under State agreement	<u>1,108</u>	<u>1,108</u>
	<u>\$ 308,484</u>	<u>\$ 299,191</u>

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 13 – PAYROLL PROTECTION PROGRAM LOAN

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

NOTE 14. RISKS AND UNCERTAINTIES: COVID-19

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

NOTE 15 – FUNDS HELD IN ESCROW

During the year ended June 30, 2022, the Organization obtained a second mortgage on its property at 32 Washington Street in Keene, NH. As outlined in the promissory note the loan proceeds were to be held in escrow until all of the Lender's conditions were satisfied. Amounts held in escrow are held at fair market value. As of June 30, 2022, the amount of funds held in were \$149,472.

NOTE 16 – RENTAL INCOME

The Organization leases out portions of its building to other agencies.

The Organization leased parking space beginning in January of 2020 for a period of ten years to the Monadnock Affordable Housing Corporation. Payments were to be made in quarterly installments of \$145. In anticipation of the Organization requiring the use of available parking spaces the Board of Directors approved the termination of the lease agreement. Total parking income related to this lease was \$580 for the year ended June 30, 2022.

The Organization entered into a lease agreement with NH Mutual Aid Relief Fund beginning in January 1, 2022 and terminating on July 1, 2022. The lease called for monthly payments of \$100. Total rental income associated with this lease was \$100 for the year ended June 30, 2022.

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2022 and 2021**

NOTE 16 – RENTAL INCOME (CONTINUED)

The Organization entered into a lease beginning in May of 2021 and expiring in May of 2025 with Monadnock Community Service Center. The lease agreement called for monthly payments in the amount of \$687 for the first year and a 3% increase each subsequent year. Total rental income associated with this lease was \$7,336 and \$1,375 for the years ended June 30, 2022 and 2021 respectively.

The Organization entered into a lease beginning in May of 2022 and expiring in May of 2027 with Monadnock Family Services. The lease is subject to an automatic renewal for and additional five years. The lease calls for monthly payments of \$3,762 plus an additional \$2,000 for utilities and cleaning. Rent is to be adjusted annually based on the U.S. Department of Housing and Urban Development guidelines and Transitional Housing Assurances Shelter program agreement with the Keene Housing Association. Total rental income related to this lease was \$5,962 for the year ended June 30, 2022.

Future required minimum rental income as of June 30 is:

2023:	77,682
2024:	77,938
2025:	76,655
2026:	69,544
2027:	69,544
Thereafter	<u>345,720</u>
	<u>\$717,083</u>

NOTE 17 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 7, 2022, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE 18 – RECLASSIFICATION OF PRIOR YEAR PRESENTATION

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported increase in net assets. An adjustment has been made to the Statement of Activities for fiscal year ended June 30, 2021, to reclassify rental income.

MONADNOCK PEER SUPPORT
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	State Approved BMHS Funds	State Approved SUSD Funds	State Approved SUSD Start-Up Funds	State Approved Total	Non-BMHS Funds	Total
REVENUE AND SUPPORT						
Grant income, current year	\$ 275,105	\$ 351,406	\$ -	\$ 626,511	\$ -	626,511
Public grants	-	-	-	-	24,575	24,575
Contributions	-	-	-	-	206,228	206,228
Interest income	28	-	-	28	39	67
Program & other income	-	-	-	-	1,266	1,266
Rental income	-	-	-	-	13,978	13,978
Payroll Protection Program loan forgiveness	-	-	-	-	47,270	47,270
Non-Cash donation	8,180	-	-	8,180	-	8,180
Total support and revenue	283,313	351,406	-	634,719	293,356	928,075
EXPENSES						
Wages	174,639	158,766	-	333,405	25,638	359,043
Employee benefits	14,999	13,477	-	28,476	-	28,476
Payroll taxes	13,147	16,254	-	29,401	1,376	30,777
Supplies and office expense	22,209	15,376	-	38,085	11,900	49,985
Telephone	3,735	415	-	4,150	713	4,863
Utilities	19,811	1,756	-	21,567	-	21,567
Insurance	6,305	-	-	6,305	-	6,305
Repairs and maintenance	10,579	15,907	-	26,486	10,187	36,673
Interest expense	969	11,068	-	12,037	-	12,037
Food	2,067	299	-	2,366	1,078	3,444
Professional fees	2,898	14,066	-	16,964	-	16,964
Other expenses	3,925	1,938	-	5,863	548	6,411
Travel	1,064	2,574	-	3,638	-	3,638
Training	9,089	561	-	9,650	1,975	11,625
Depreciation	21,378	-	-	21,378	-	21,378
Equipment rental	2,160	-	-	2,160	-	2,160
Vehicle expense	9,651	3,835	-	13,486	154	13,640
Postage	533	-	-	533	-	533
Advertising	2,681	487	-	3,168	3,808	6,976
Total expenses	321,839	257,279	-	579,118	57,377	636,495
Increase (Decrease) in Net Assets	(38,526)	94,127	-	55,601	235,979	291,580
BMHS funds allowed for:						
Debt reduction	(6,167)	-	-	(6,167)	6,167	-
Capital purchases	-	(28,937)	-	(28,937)	28,937	-
	(6,167)	(28,937)	-	(35,104)	35,104	-
Net Increase (Decrease) in Net Assets	(44,693)	65,190	-	20,497	271,083	291,580
Net assets (deficit), beginning of year	5,837	(6,308)	(265)	(736)	442,713	441,977
Net assets (deficit), end of year	\$ (38,856)	\$ 58,882	\$ (265)	\$ 19,761	\$ 713,796	\$ 733,557

See Independent Auditors' Report and Notes to Financial Statements

2024 Board of Directors

Monadnock Peer Support Agency

Name	Position	Term Ends	Committee(s)
Tara Abbott	Chair	2024	Executive, Governance
Eli Rivera	Vice Chair	2025	Executive, Governance
Kevin Tighe	Secretary	2025	Executive, Finance
<i>Vacant</i>	<i>Treasurer</i>		
Devan Blake		2025	Executive, Governance
Diane Croteau		2024	Fundraising
Chris Minkler		2024	Safety
Don Farquhar		2025	Safety
Jennifer Friedman		2025	Fundraising
Mandy White		2024	Finance
Eleni Peterson		2027	Fundraising
Gretchen Wittenborg		2027	TBD
Shelley Woodson		2027	TBD

David A. Ports

EXPERIENCE

Loveall Price Associates, Bedford, NH (2022-present)

Provide professional interim executive services to nonprofit organizations and consulting/facilitation in the areas of strategic planning, financial development, governance, and operations. Clients include The Common Man Family of Restaurants, ARCH Housing Coalition, Monadnock Understands Childhood Hunger, and Monadnock Area Peer Support Agency.

The Granite YMCA, Manchester, NH (2019 – 2022)

President/Chief Executive Officer

Provided strategic leadership for \$20M association with 6 branches and 2 overnight camps in a service area of 500,000 people in southern and seacoast NH. Along with a dedicated staff team and policy volunteers:

- Successfully responded to COVID-19 pandemic through collaborative leadership, developing crisis-based services while preparing for eventual re-opening.
- Led a merger in 2021 with the Concord Family YMCA, adding them as the 6th branch of our association.
- Met FY20 and FY21 budgeted goal of \$1M operating surplus during COVID-19
- Launched a capital development strategy to expand, renovate, or replace 6 branches based on ROI and partnership opportunities.
- Secured over \$7M in federal emergency funding during COVID -19
- Completed strategic planning process and launched new plan in 2020 focusing on health equity, youth resilience, and operational excellence.
- Launched new fundraising model, transitioning from event based to peer-to-peer model resulting in an increase from \$450K - \$786K in two years during the pandemic.
- Introduced collaborative leadership to the association, providing for leaders across the association to provide critical strategic input to the association.

YMCA of the USA, Chicago, IL (2011-2019)

Resource Director

Provide strategic support for YMCAs in California and in the northeast. Partner with CEO's and boards to provide leadership consulting to increase the capacity of YMCAs to achieve their desired impact by helping Ys identify and address their strategic priorities. Areas of expertise included strategic planning, governance, fiscal management, capital development, financial development, collaborations, CEO Search, and operations.

- Served 52 YMCAs through two portfolios that included Ys in California, Vermont, New York, and Camps and Conference Centers.
- Completed over 200 strategic projects with 47 Ys.
- Facilitated over 50 effective strategic planning processes with local Ys and the California State Alliance.
- Successfully provided leadership and support to the California State Alliance to transition from an informal organization to a fully incorporated alliance with its first Executive Director.

David A. Ports

- Developed four YMCA kindred groups that led to shared services and coordinated initiatives that deepened Ys impact on their communities.
- Established first ever state-wide YMCA Leaders Conference, now with 400 attendees, and provided leadership as a planning committee member.
- Piloted collaborative state alliance and YUSA work teams to assist vulnerable and at-risk Ys

- Revised YUSA Membership Standards resulting in fewer and more appropriate restrictions for Overnight camps.
- Served on four YUSA Task Forces – Association Resources Training and Leadership Development,
- Capital Development, Strategic Plan Implementation, and Salesforce Development.
- Served as the primary YUSA liaison to the California State Alliance, Independent Camp Alliance, and the YUSA Camping Cabinet.

Greater Missoula Family YMCA, Missoula, MT (2006-2011)

Chief Executive Officer

Provided leadership for \$3.6 million association with 7,600 members and 15,560 program participants. Along with a dedicated team of staff and volunteers, accomplished the following:

- Collaborated with community agencies and organizations resulting in active partnerships with local hospitals, school districts, and municipal agencies resulting in programs and services that addressed community needs.
- Increased annual operating budget from \$2.2 million to \$3.6 million; membership participation from 5,600 to 7,600; increased youth program participation from 9,500 to 15,560.
- Increased board of directors from 16 to 27 engaged volunteers and introduced effective volunteer standing committee structure to support strategic priorities and improve board engagement
- Improved compensation for staff and increased full-time staff from 14 to 19.
- Increased annual Partners with Youth campaign from \$46,000 to \$261,000.
- Established endowment program with 20 members and over \$260,000 in pledges and gifts.
- Led \$175,000 capital fundraising effort to complete Safe Kids lobby renovation.
- Serve as a Partner YMCA in the disciplines of Financial Development and Fiscal Management, serving other Ys in the movement.
- Successfully implemented real-time strategic planning to guide our YMCA.
- Managed the Butte Family YMCA as part of a 12-month Management Services Agreement.
- Recognized nationally as a cause-driven YMCA.
- Recognized as a Global Center of excellence by YUSA.
- Partnered with the YMCA of Sierra Leone to build vocational school in Makeni, Sierra Leone and to engage Missoula community in global partnership.

Children's Oncology Camp Foundation, Missoula, MT (2004-2006)

Director of Development

Developed and directed financial development efforts for Camp Make-A-Dream, a resident camp serving children, young adults, and families affected by cancer. Major accomplishments included creating first-ever operating budget, serving as interim director, developing major donor program, and tripling major giving.

David A. Ports

The Nature Conservancy, Troy NY (2001-2004)

Associate Director/ Director of Philanthropy

Directed and managed financial development efforts for \$2.9 million eastern New York chapter. Major accomplishments included developing \$2.5 million capital campaign to build and endow the Sam's Point Conservation Center; securing \$726,000 in contributed operating income in FY2003; and developing comprehensive strategic fundraising plan as part of a team to meet the chapter's conservation, operating, and capital needs.

Auburn Valley Branch, YMCA of Greater Seattle, Auburn, WA (1998-2001)

Executive Director

1998 –2001

Provided leadership for \$1.4 million branch with over 4,000 members.

- Increased Partners with Youth contributions by more than \$60,000 in three years.
- Directed capital planning process for campaign to construct \$6.5 million facility, including successful procurement of \$3 million capital award from the YMCA of Greater Seattle and a \$1.8 million contribution from the city of Auburn.
- Increased additional major gifts by over \$110,000 annually.
- Increased annual budget from \$1.1 million to \$1.4 million.
- Increased board of managers from 4 to 22 proactive volunteers through proven development process.
- Increased membership from 2,100 to 4,000 members.

Woodson YMCA, Wausau, WI (1993-1998)

Associate Executive Director

Managed all program operations for \$2.2 million association with over 8,000 members.

- Coordinated annual Invest in Youth campaign as part of leadership team raising \$62,000.
- Managed eight full-time program directors to successfully balance department budgets.
- Created and led new staff orientation for over 150 part-time and volunteer staff.
- Overall responsibility for annual membership drive, premier triathlon, community Corporate Challenge, Spring Thaw trail run, Rock Fry climbing competition, and father/daughter dance.

Camp Director

Managed and led all camp and teen programs including summer day and resident camp, adventure camp, Youth in Government, Earth Corps, indoor climbing wall, and vacation camps.

- Increased camp enrollment from 500 to over 1,000 campers.
- Developed successful adventure program for teen summer resident camp.
- Installed indoor climbing wall and developed successful year-round program.
- Tripled school vacation camp enrollments from 30 to 90 participants per session.
- Developed first Resident Camp program in partnership with Camp Nicolet.

Manchester Family YMCA, Manchester, NH (1991-1993)

Front Desk Supervisor/ Outing Club Co-Director

Managed all aspects of business desk and supervised front desk staff. Coordinated and led year-round backcountry trips including rock climbing, backpacking, mountaineering, and skiing trips for YMCA members.

David A. Ports

LEADERSHIP

- Active State Alliance Member;
- YUSA Government Relations Advisory Committee;
- North American YMCA Development Organization Presenter;
- Capital Development Champion and Trainer;
- New CEO Institute Presenter;
- Multi-Cultural Executive Development Institute Mentor;
- YMCA International Strategic Consultant
- YUSA Camping Cabinet;
- Magazine Contributor – Perspectives, Discovery, Developments.

EDUCATION

B.A - University of New Hampshire, Durham, New Hampshire
YMCA Organizational Leader Certification
YMCA Executive Development Program

INTERESTS AND ORGANIZATIONS

Appalachian Mountain Club, mountaineering, cycling, hiking, skiing, trail-running, mountain-biking, yoga.

Karen Richi

EDUCATION

Bachelor of Arts in History (Specialization in American History)

May 2017

Minor in Writing

Keene State College, Keene, NH

RELEVANT EXPERIENCE:

Monadnock Area Peer Support Agency, Keene, NH

Director of Operations

February 2021-Present

- Direct all aspects of operations for a regional health nonprofit including human resources, budgeting/cost control, quality improvement, risk management, policy development and review, community and government relations, and data management/integrity
- Educates colleagues about the process of recovery and the use of recovery support services
- Assertively engages providers from mental health services, addiction services, and physical medicine to meet the needs of peers

Assistant Program Director

July 2019-February 2021

- Assist Program Director in any tasks of greater or lesser responsibility
- Support management in developing and implementing policies and procedures
- Designed programs and educational clubs for large and small groups of students

Program Assistant II, Brattleboro Retreat, Brattleboro, VT

November 2017-Present

- Organize and maintain patient charts and paperwork
- Facilitate communication between parents and their children as well as doctors and social workers
- Order, stock, and organize supplies to facilitate program development

Presentation Team Member, Target, Keene, NH

May 2017-November 2017

- Set sections of the store for seasonal change, product placement, and new product both independently and as a team
- Aid guests by answering questions and pulling items while providing fast and friendly service
- Be cross-trained in cashiering and soft lines work centers

Tour Guide, Historical Society of Cheshire County, Keene, NH

June-August 2016

- Educated the public on early colonial tavern culture, and adjusted presentations based on the interests, size, and age of groups
- Transcribed and analyzed an 1800's account book into Microsoft Excel and Word
- Assisted in the measuring, photographing, and archiving of various objects into the collection of the Historical Society of Cheshire County
- Oversaw the monetary exchanges of the shop inside the museum as well as during other events

RELEVANT SKILLS:

- Proficient in assistive technology applications as well as Microsoft Word, Excel, and Power Point
- Strong writing, spelling, and editing skills
- Great attention to detail and organization
- Ability to multitask and operate in stressful conditions
- Excellent customer service skills

TALIA (SHAY) CARROLL

Organized and dependable, with a demonstrated record of success with managing multiple priorities with a positive attitude. Enjoys and excels at building strong patient and community relationships. Willing to take on additional responsibilities for positive community outcome.

EXPERIENCE

MEDICAL ASSISTANT/COMMUNITY CARE NAVIGATOR BETTER LIFE PARTNERS- HANOVER, NH JAN 2022-CURRENT

- Assists with and Presents Federal and State research of the homeless population, focusing on:
 - Physical and mental health
 - Substance abuse
 - Habits/patterns/practices

- Administers a variety of health care tasks including but not limited to:
 - Health screening
 - Lab testing
 - Vaccinations
 - Narcan administration
 - Rapid response
 - Medication monitoring
 - Referrals
 - Facilitates patient/provider communication
 - State and federal reporting

- Works to build rapport with community resources (Outreach Assistance, Community Housing, Residential Placement, Rehabilitation Facilities, Healthcare Providers, Harm Reduction Services)
- Works to build rapport with community members/patients
- Development and Implementation of Standard Operating Procedures, Mobile Health best practices and Data Collection Processes

PATIENT SERVICES REPRESENTATIVE QUEST DIAGNOSTICS- KEENE, NH OCT 2018-DEC 2021

- Assisted patients with filling out check-in and payment paperwork.
- Took copayments and compiled daily financial records.
- Reviewed and corrected claim errors to facilitate smooth processing.
- generated monthly statements to check outstanding balances.
- Compiled and reviewed medical charts.
- Explained plans for treatment and payment options.
- Kept current with literature and field advancements to advocate to for patients.
- Followed document protocols to safeguard confidentiality of patient records.
- Applied administrative knowledge and courtesy to explain procedures and services to patients.

- Organized patient records and database to facilitate information storage and retrieval.
- Facilitated communication between patients and various departments and staff.

**PHELEBOTOMY TECHNICIAN
CHESHIRE MEDICAL CENTER- KEENE, NH
AUG 2006-DEC 2017**

- Collected blood samples using vacutainer tubes, tourniquets, syringes, butterfly needles, and straight needles.
- Centrifuged blood samples as outlined in clinical protocols.
- Labeled transfer tubes and followed exact directions for handling and storing specimens for transport.
- Maintained exam rooms by ordering supplies, transporting specimens, washing and packing instruments and changing solutions.
- Obtained blood specimens by performing venipunctures and finger sticks daily.
- Collected fluid or tissue samples by using appropriate collection procedures.
- Resolved unusual test orders by contacting physicians, nursing stations or reference laboratories.
- Performed bedside tests like bleeding time tests and entered results into patient charts
- Tracked collected specimens by initialing, dating and noting times of collection.

SKILLS

- Database Search and Data Entry Skills
- Communicating to Patients/Families
- Verbal and Written Communication
- Patient Confidentiality and Data Security
- Registration and Scheduling
- Protocol and Procedure Development/Implementation
- Administration
- Evaluating Quality of Care
- Microsoft Office
- Organized and Detail-Oriented
- Relationship Building
- Punctual and Hardworking
- Attention to Detail
- Word Processing
- Medical Services Administration

EDUCATION

National Certification- National Phlebotomy Certification, Aug 2005
American Red Cross - Keene, NH

High School Diploma: Jun 2000
Turner Ashby High School - Bridgewater, VA

References available upon request

Stacy Wilbur

SUMMARY

Safety-oriented professional knowledgeable about guest relations, equipment safety and event planning. Handles fast-paced work calmly and goes above and beyond to promote guest satisfaction. Quick to resolve conflicts and other problems. Highly-motivated employee with desire to take on new challenges. Strong work ethic, adaptability and exceptional interpersonal skills. Adept at working effectively unsupervised and quickly mastering new skills. Hardworking employee with customer service, multitasking and time management abilities. Devoted to giving every customer a positive and memorable experience. Committed job seeker with a history of meeting company needs with consistent and organized practices. Skilled in working under pressure and adapting to new situations and challenges to best enhance the organizational brand. Organized and motivated employee eager to apply time management and organizational skills in various environments. Seeking management or director level opportunities to expand skills while facilitating company growth.

SKILLS

- People Skills
- Flexible Schedule
- Conflict Resolution
- First Aid/CPR
- Planning & Organizing
- Reliable & Trustworthy
- Good Work Ethic
- Relationship Building
- Team Management
- Training & Development
- Team Building
- Active Listening
- Supervision & Leadership
- Critical Thinking
- Data Management
- Problem Resolution
- Organizational Skills
- Friendly, Positive Attitude
- Customer Service

EXPERIENCE

Health and Wellness Director, Keene Family Ymca, June 2022-July 2022

Keene, NH

Responsible for hiring and firing all fitness staff

ordering supplies and equipment

maintenance on all Fitness equipment

responsible for the staff training

create fitness programs

Group exercise class evaluations

Payroll

Scheduling

organizing monthly staff meetings

work closely with community health department CMC

responsible for quarterly reports to the board

teach group exercise classes

Personal training

Annual review

- Communicated clearly with coworkers using radio, phone and text to stay on top of operations needs.
- Interviewed and hired associates to fill staff vacancies.
- Scheduled and coordinated events and activities.
- Wrote and presented strategies for recreational facility programming using customer or employee data.
- Calculated and recorded department expenses and revenue.
- Operated and explained proper use of mechanical equipment to employees.
- Planned programs of events or schedules of activities.
- Resolved customer complaints regarding worker performance or services rendered.
- Trained workers in company procedures or policies.
- Oversaw workforce schedules and allocated resources in order to achieve project goals.
- Delegated work to staff, setting priorities and goals.
- Assigned tasks and work hours to staff.
- Communicated with customers to convey information about events or activities.

EDUCATION AND TRAINING

GED

Portsmouth High School, Portsmouth NH January 1992

CERTIFICATIONS

- Certified Personal Trainer
- CPR AED
- Wellness Coach
- IPS
- HVN
-

SAMANTHA SPIELBERG

PRODUCER



New Hampshire

EDUCATION

CRITICAL FILM STUDIES

Writing minor
Keene State College
2012 - 2016

PROFESSIONAL PROFILE

I have enjoyed the privilege and pleasure of working alongside talented and passionate filmmakers. For five years, I have learned within an environment that is characterized by the highest level of professionalism. Moving forward, I have a personal goal to conquer new challenges and form meaningful connections. Professionally, I intend to nourish my sense of commitment to advocacy and service of others.

SKILLS

TECHNICAL

- FileMaker Pro
- Google Docs
- Google Sheets
- Mac OS
- Microsoft Excel
- Microsoft Word
- Slack

CORE

- Communication & Writing
- Conflict Resolution
- Flexibility
- Interpersonal skills
- Multitasking
- Organization
- Problem solving
- Research
- Strategic planning

EXPERIENCE

ASSISTANT PRODUCER

Ewers Brothers Productions / New Hampshire / February 2017 - Present

Completed post-production of Walden and The Mayo Clinic (EP Ken Burns) in the years 2017-2018.

- Update and maintain media database (documents, stills, footage)
- Communicate on behalf of Ewers Brothers Productions
- Manage team schedules; facilitate meetings
 - Take notes during meetings; provide summaries to team
- Manage deliverables
 - Production logs
 - Raw materials

ASSISTANT PRODUCER

Florentine Films / New Hampshire / June 2019 - June 2022

Completed Ken Burns Presents Hiding in Plain Sight: Youth Mental Illness in the years 2019-2022.

- Update and maintain media database (documents, stills, footage)
- Communicate on behalf of Ewers Brothers Productions
- Track expenses and reconcile project budget
- Manage team schedules; facilitate meetings
 - Take notes during meetings; provide summaries to team
- Coordinate production shoots
 - Schedules, call sheets / itineraries
 - Travel and food arrangements
- Manage deliverables
 - Legal paperwork
 - Invoices
 - Production logs
 - Raw materials

KEY PERSONNEL

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

NH Department of Health and Human Services

Contractor Name: Monadnock Area Peer Support Agency FY25

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
David Ports	Interim Executive Director	100.00%	\$35,000.00	\$35,000.00
Executive Director (Vacant)	Executive Director	100.00%	\$75,000.00	\$75,000.00
Karen Richi	Director of Mission Impact	100.00%	\$56,650.00	\$56,650.00
Talia "Shay" Carroll	SUSD Director	100.00%	\$70,493.00	\$70,493.00
Stacy Wilber	Program Director	100.00%	\$64,095.00	\$64,095.00
Samantha Spielberg	Administrative Director	100.00%	\$58,195.00	\$58,195.00



Lois A. Sibillette
Commissioner

Katja S. Fox
Director

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

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

28

November 18, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** amendment to existing contract with the Contractor listed below in **bold** to increase the number of Recovery Oriented Step-Up Step-Down (SUSD) beds from three (3) to six (6), by increasing the total price limitation by \$800,000 from \$3,200,000 to \$4,000,000 with no change to the contract completion dates of June 30, 2024, effective January 1, 2023 upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #25.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Connections Peer Support Center	157070-B001	Portsmouth	\$800,000	\$0	\$800,000
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	209287-B001	Nashua	\$800,000	\$0	\$800,000
Monadnock Area Peer Support Agency	157973-B001	Keene	\$800,000	\$800,000	\$1,600,000
On the Road to Recovery, Inc. dba On the Road to Wellness	158839-B001	Manchester	\$800,000	\$0	\$800,000
		Total:	\$3,200,000	\$800,000	\$4,000,000

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

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

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is requesting to add more than 10% of the original contract dollar. The Department allotted funding for 15 SUSD beds for State Fiscal Years 2023 and 2024. The Department selected the four (4) current SUSD Contractors, totaling twelve (12) beds, through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Department did not receive an adequate competitive bid for the remaining 5th SUSD program contract, leaving three (3) beds unfunded. The Contractor listed above in bold has agreed to provide the additional three (3) beds that did not result in contract through the RFA process stated above. This Contractor is unique in their ability to open these beds immediately upon contract approval given their building readiness and their familiarity with contract provisions by being an existing SUSD contractor.

The purpose of this request is to provide additional funding to the Contractor to increase the number of Recovery Oriented Step-Up Step-Down (SUSD) beds from three (3) to six (6). Recovery Oriented SUSD programs support successful transitions to the community following hospitalizations and/or prevent hospital-level of care which, in turn, increase the availability of beds for individuals awaiting inpatient hospital services across the State.

Approximately 24 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will operate a six (6) bed Recovery Oriented SUSD program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:

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

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

The Department will monitor services by:

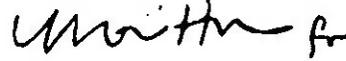
- Monitoring program progress through monthly and quarterly data reports, in a format required by the department.
- Conducting quality improvement and/or utilization review activities as are determined necessary and appropriate by the Department.
- Monthly vendor meetings with department monitoring staff.

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

Should the Governor and Executive Council not authorize this request, three (3) additional Recovery Oriented SUSD beds would not be made available to individuals in need of short-term recovery-based transition services and mental health peer support services.

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shibinette
Commissioner

Financial Detail

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT					
100% General Funds					
Activity Code: 92204117					
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ 400,000.00	\$ 800,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ 400,000.00	\$ 800,000.00
Subtotal			\$ 800,000.00	\$ 800,000.00	\$ 1,600,000.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
TOTAL			\$ 3,200,000.00	\$ 800,000.00	\$ 4,000,000.00

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

This Amendment to the Recovery Oriented Step-Up Step-Down Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Area Peer Support Agency ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #25), 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 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 increase the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,600,000
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.6, to read:
 - 1.6. The Contractor shall operate a six (6) bed Recovery Oriented Step-Up Step-Down program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:
 - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
 - 1.6.2. Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
 - 1.6.3. Require more intensive supports to prevent admission to an inpatient psychiatric setting.
3. Modify Exhibit C, Payment Terms, Section 2, by adding Subsection 2.3, to read:
 - 2.3 The Contractor shall provide Exhibit C-3 Budget Amendment #1 for each Region, as appropriate, within 20 days of Governor and Executive Council approval of Amendment #1.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective January 1, 2022, 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

11/28/2022
Date

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

11/23/2022
Date

Monadnock Area Peer Support Agency
DocuSigned by:
Christine Allen
Name: Christine Allen
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

11/28/2022

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:

JUN 14 '22 PM 3:36 RCVD

MAC
25



Lori A. Sbibioette
Commissioner

Katja S. Fox
Director

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

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

May 31, 2022

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

REQUESTED ACTION

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

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

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

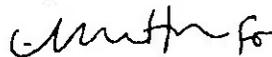
The Contractors will utilize the Intentional Peer Support or another Substance Abuse and Mental Health Services Administration-recognized mental health peer support modal to facilitate recovery and wellness with individuals served in the program.

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

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Financial Detail

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT						
100% General Funds						
Activity Code: 92204117						

Monadnock Area Peer Support Agency						
Vendor # 157973						
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount	
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00	
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00	
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00	

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI						
Vendor # 209287						
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount	
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00	
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00	
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00	

On the Road to Recovery, Inc.						
Vendor # 158839						
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount	
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00	
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00	
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00	

Connections Peer Support Center						
Vendor # 157070						
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount	
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00	
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00	
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00	

TOTAL			\$ 3,200,000.00	\$ -	\$ 3,200,000.00	
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Summary by Vendor	Total Amount
Monadnock Area Peer Support Agency	\$ 800,000.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	\$ 800,000.00
On the Road to Recovery, Inc.	\$ 800,000.00
Connections Peer Support Center	\$ 800,000.00
Total	\$ 3,200,000.00

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

Project ID # RFA-2023-BMHS-02-RECOV
Project Title Recovery Oriented Step-Up Step-Down Programs

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

* Disqualified

Reviewer Name

Title

1. Ayla Kendall

Program Planning And Review Specialist

2. Thomas Grinley

Program Planning and Review Specialist

3. Sara Suter

Recovery Program Specialist

4. Tiffany Crowl

Nurse Administrator

5. Tanja Godfredsen

Business Administrator II

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

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

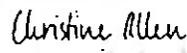
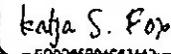
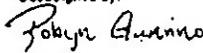
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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 omissions of the

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

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

Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

volunteer if:

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

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

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

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

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

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

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

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

1.51. Performance Measures

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

CA

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

3.3.2. All materials produced or purchased under the Agreement shall have

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

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

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

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

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
 - 2.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
 - 2.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
3. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
4. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Grantee shall submit annual financial audits performed by an independent CPA to the Department.
 - 7.2. If the Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 7.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
8. Property Standards
 - 8.1. Insurance coverage.
 - 8.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
 - 8.2. Real property.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

- 8.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.
- 8.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.
- 8.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:
 - 8.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - 8.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
 - 8.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

property (and cost of any improvements) to the current fair market value of the property.

8.3. Equipment.

8.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

8.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

8.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

8.3.2.2. Not encumber the property without approval of the State.

8.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1 and Paragraph 9.3.5.

8.3.3. Use.

8.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

8.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

projects is also permissible with approval from the State.

8.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

8.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

8.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

8.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

8.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

8.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.

8.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

8.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

- 8.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
- 8.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
- 8.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- 8.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

9. Property Trust Relationship and Liens

- 9.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

Christine Allen

Name: CHRISTINE ALLEN

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief that:

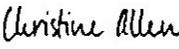
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

 Name: Christine Allen
 Title: Executive Director

Vendor Initials 
 Date 6/9/2022

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:
Christine Allen
Name: Christine Allen
Title: Executive Director

DS
CA
Contractor Initials
6/9/2022
Date

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal-Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

Christine Allen

Name: Christine Allen

Title: Executive Director

Exhibit G

Contractor Initials

CA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Monandock Peer Support

6/9/2022

Date

DocuSigned by:
Christine Allen
Name: Christine Allen
Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification,
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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

Monanodock Peer Support

The State by:

Name of the Contractor

Katja S. Fox

Christine Allen

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Christine Allen

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/9/2022

6/9/2022

Date

Date

DS
CA
Contractor Initials

6/9/2022
Date



New Hampshire Department of Health and Human Services
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action.
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

Christine Allen

Name: CHRISTINE ALLEN

Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 94-560-2704
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO x YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO x YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Recovery Oriented Step-Up Step-Down Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and On the Road to Recovery, Inc. dba On the Road to Wellness ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,600,000
3. 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 Exhibits C-1 Budget through C-4, Budget, Amendment #1.
4. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

On the Road to Recovery, Inc. dba On the Road to Wellness A-S-1.3

RFA-2023-BMHS-02-RECOV-04-A01

Page 1 of 3

Contractor Initials DS
DJB
Date 4/1/2024

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 01, 2024, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/2/2024

Date

DocuSigned by:
Katja S. Fox
2A0FEC7D81884F3...
Name: Katja S. Fox
Title: director

On the Road to Recovery, Inc. dba On the Road to
Wellness

4/1/2024

Date

DocuSigned by:
David J. Blacksmith
CA1D635733DA40C...
Name: David J. Blacksmith
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/4/2024

Date

DocuSigned by:
Polyn Guarino
748734844041480...
Name: Polyn 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, Budget, Amendment #1

Region: VII
 Program: On The Road To Recovery, Inc.
 FISCAL PERIOD: FY2025 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400 PROG. SERV. FEES								
401 Net client fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
402 HMO's	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
403 BC/BS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
404 Medicaid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405 Medicare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
406 Other Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
411 Other program fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
420 PROG. SALES								
421 Production	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
422 Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
430 PUBLIC SUPPORT								
431 United Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
432 Local/County Government	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
433 Donations/Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
435 Other public support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
436 DVR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
437 Div. Alc/Drug Abuse Prev & Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
438 DCYF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
439 State Emergency Shelter Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440 FEDERAL FUNDING								
441 Block Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
442 Community Support Prog	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
443 CSP Antidpated (amendment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
444 HUD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
445 Other federal grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
446 PATH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
447 CARE NH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
448 MHSIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
450 RENTAL INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
460 INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
470 IN-KIND DONATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
480 BBH								
481 Community Mental Health	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
482 Community Developmental Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
490 OTHER REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
491 Other DBH (carry over)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
500 GM Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM REVENUES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -

Contractor Initials **DJB**

Exhibit C-3, Budget, Amendment #1

600 PERSONNEL COSTS									
601 Salary & Wages	\$ 259,975	\$	\$	\$	\$	\$ 259,975	\$	\$	\$
602 Employee Benefits	\$ 18,477	\$	\$	\$	\$	\$ 18,477	\$	\$	\$
603 Payroll taxes	\$ 19,888	\$	\$	\$	\$	\$ 19,888	\$	\$	\$
Subtotal	\$ 298,340	\$	\$	\$	\$	\$ 298,340	\$	\$	\$
610 Client Wages	\$	\$	\$	\$	\$	\$	\$	\$	\$
620 PROFESSIONAL FEES									
621 Substitute Staff	\$	\$	\$	\$	\$	\$	\$	\$	\$
622 Client Evaluations/Services	\$	\$	\$	\$	\$	\$	\$	\$	\$
624 Accounting	\$	\$	\$	\$	\$	\$	\$	\$	\$
625 Audit Fees	\$	\$	\$	\$	\$	\$	\$	\$	\$
626 Legal Fees	\$	\$	\$	\$	\$	\$	\$	\$	\$
627 Other Professional Fees/Consult	\$	\$	\$	\$	\$	\$	\$	\$	\$
630 STAFF DEV & TRNG.									
631 Journals & Publications	\$	\$	\$	\$	\$	\$	\$	\$	\$
632 In-Service Training	\$	\$	\$	\$	\$	\$	\$	\$	\$
633 Conferences & Conventions	\$	\$	\$	\$	\$	\$	\$	\$	\$
634 Other Staff Development	\$	\$	\$	\$	\$	\$	\$	\$	\$
640 OCCUPANCY COSTS									
641 Rent	\$ 52,451	\$	\$	\$	\$	\$ 52,451	\$	\$	\$
642 Mortgage Payments	\$	\$	\$	\$	\$	\$	\$	\$	\$
643 Heating Costs	\$ 2,400	\$	\$	\$	\$	\$ 2,400	\$	\$	\$
644 Other Utilities	\$ 2,400	\$	\$	\$	\$	\$ 2,400	\$	\$	\$
645 Maintenance & Repairs	\$ 10,000	\$	\$	\$	\$	\$ 10,000	\$	\$	\$
646 Taxes	\$	\$	\$	\$	\$	\$	\$	\$	\$
647 Other Occupancy Costs	\$ 1,000	\$	\$	\$	\$	\$ 1,000	\$	\$	\$
650 CONSUMABLE SUPPLIES									
651 Office	\$ 4,685	\$	\$	\$	\$	\$ 4,685	\$	\$	\$
652 Building/Household	\$ 3,000	\$	\$	\$	\$	\$ 3,000	\$	\$	\$
653 Educational/Training	\$ 400	\$	\$	\$	\$	\$ 400	\$	\$	\$
654 Production & Sales	\$	\$	\$	\$	\$	\$	\$	\$	\$
655 Food	\$ 3,000	\$	\$	\$	\$	\$ 3,000	\$	\$	\$
656 Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$
657 Other Consumable Supplies	\$ 100	\$	\$	\$	\$	\$ 100	\$	\$	\$
660 CAPITAL EXPENDITURES	\$	\$	\$	\$	\$	\$	\$	\$	\$
665 DEPRECIATION	\$	\$	\$	\$	\$	\$	\$	\$	\$
670 EQUIPMENT RENTAL	\$ 2,724	\$	\$	\$	\$	\$ 2,724	\$	\$	\$
680 EQUIPMENT MAINTENANCE	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal page	\$ 380,500	\$	\$	\$	\$	\$ 380,500	\$	\$	\$

Exhibit C-3, Budget, Amendment #1

Total Carried Forward	\$ 380,500	\$ -	\$ -	\$ -	\$ -	\$ 380,500	\$ -	\$ -
700 ADVERTISING	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -
710 PRINTING	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ -
720 TELEPHONE/COMMUNICATIONS	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ -
730 POSTAGE/SHIPPING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
740 TRANSPORTATION								
741 Board Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
742 Staff	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -
743 Clients	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -
744 Delivery Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
750 ASSIST. TO INDIVIDUALS								
751 Client Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
752 Clothing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
760 INSURANCE								
761 Malpractice & Bonding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
762 Vehicles	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ -
763 Comprehensive Property & Liability	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
770 MEMBERSHIP DUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800 OTHER EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
801 INTEREST EXPENSE	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ 1,400	\$ -	\$ -
802 IN-KIND EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
900 ADMINISTRATIVE ALLOCATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM EXPENSES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
SURPLUS/(DEFICIT)								
Total Revenue - Total Expenses (line 49 - 116)	0	0	0	0	0	0	0	0

Exhibit C-4, Budget, Amendment #1

Region: VI

Program: On The Road To Recovery, Inc.

FISCAL PERIOD: FY2026 Contract

	Total Agency	Total Administration	Peer Support Program 111a	Warm Line 111b	Satellite Outreach 111c	Transitional Housing 111d	Crisis Respite 111e	Other Non-BBH 111f
400 PROG. SERV. FEES								
401 Net client fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
402 HMO's	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
403 BC/BS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
404 Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
405 Medicare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
406 Other Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
411 Other program fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
420 PROG. SALES								
421 Production	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
422 Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
430 PUBLIC SUPPORT								
431 United Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
432 Local/County Government	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
433 Donations/Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
435 Other public support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
436 DVR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
437 Div. Alc/Drug Abuse Prev & Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
438 DCYF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
439 State Emergency Shelter Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440 FEDERAL FUNDING								
441 Block Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
442 Community Support Prog	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
443 CSP Anticipated (amendment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
444 HUD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
445 Other federal grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
446 PATH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
447 CARE MH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
448 MHSP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
450 RENTAL INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
460 INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
470 IN-KIND DONATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
480 BBH								
481 Community Mental Health	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
482 Community Developmental Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
490 OTHER REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
491 Other DBH (carry over)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
500 GM Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM REVENUES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -

Exhibit C-4, Budget, Amendment #1

600 PERSONNEL COSTS									
601 Salary & Wages	\$ 258,925	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 258,925	\$ -	\$ -
602 Employee Benefits	\$ 18,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,441	\$ -	\$ -
603 Payroll taxes	\$ 19,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,808	\$ -	\$ -
Subtotal	\$ 297,174	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 297,174	\$ -	\$ -
610 Client Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
620 PROFESSIONAL FEES									
621 Substitute Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
622 Client Evaluations/Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
624 Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
625 Audit Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
626 Legal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
627 Other Professional Fees/Consult	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
630 STAFF DEV & TRNG.									
631 Journals & Publications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
632 In-Service Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
633 Conferences & Conventions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
634 Other Staff Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
640 OCCUPANCY COSTS									
641 Rent	\$ 54,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,025	\$ -	\$ -
642 Mortgage Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
643 Heating Costs	\$ 2,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,475	\$ -	\$ -
644 Other Utilities	\$ 2,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,475	\$ -	\$ -
645 Maintenance & Repairs	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -
646 Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
647 Other Occupancy Costs	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -
650 CONSUMABLE SUPPLIES									
651 Office	\$ 3,992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,992	\$ -	\$ -
652 Building/Household	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -
653 Educational/Training	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -
654 Production & Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
655 Food	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -
656 Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
657 Other Consumable Supplies	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ -
660 CAPITAL EXPENDITURES									
665 DEPRECIATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
670 EQUIPMENT RENTAL	\$ 2,724	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,724	\$ -	\$ -
680 EQUIPMENT MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal page	\$ 380,365	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380,365	\$ -	\$ -

Exhibit C-4, Budget, Amendment #1

Total Carried Forward	\$ 380,365	\$ -	\$ -	\$ -	\$ -	\$ 380,365	\$ -	\$ -
700 ADVERTISING	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -
710 PRINTING	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ -
720 TELEPHONE/COMMUNICATIONS	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ -
730 POSTAGE/SHIPPING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
740 TRANSPORTATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
741 Board Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
742 Staff	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -
743 Clients	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -
744 Delivery Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
750 ASSIST. TO INDIVIDUALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
751 Client Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
752 Clothing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
760 INSURANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
761 Malpractice & Bonding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
762 Vehicles	\$ 4,635	\$ -	\$ -	\$ -	\$ -	\$ 4,635	\$ -	\$ -
763 Comprehensive Property & Liability	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
770 MEMBERSHIP DUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800 OTHER EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
801 INTEREST EXPENSE	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ 1,400	\$ -	\$ -
802 IN-KIND EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
900 ADMINISTRATIVE ALLOCATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM EXPENSES	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -
SURPLUS/(DEFICIT)								
Total Revenue - Total Expenses (line 49 - 116)	(0)	0	0	0	0	(0)	0	0

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ON THE ROAD TO RECOVERY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 16, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 136413

Certificate Number: 0006578057



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of February A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ON THE ROAD TO WELLNESS is a New Hampshire Trade Name registered to transact business in New Hampshire on April 08, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 868232

Certificate Number: 0005752240



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kathleen Abate, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of On the Road to Recovery.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 12, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

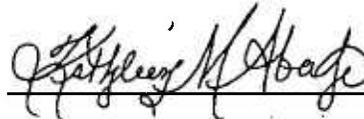
VOTED: That Thomas DeFelice, Chairman; David J Blacksmith, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of On the Road to Recovery to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: March 12, 2024



Signature of Elected Officer

Name: Kathleen Abate

Title: Secretary/Treasurer



On the Road to
Wellness

Where Mental Wellness, Community, and Possibility Meet

On the Road to Recovery
(dba On the Road to Wellness)

Mission Statement

On the Road to Wellness is a Not-for-Profit Consumer-Driven Community of Peers
Dedicated to Educate, Advocate, and Empower our Members to Manage and
Maintain their Mental Health and Wellness.

ON THE ROAD TO RECOVERY, INC
FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022
AND SUPPLEMENTARY INFORMATION
Year Ended June 30, 2023

TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS	1-3
FINANCIAL STATEMENTS	
Statements of Financial Position, June 30, 2023 and 2022	4
Statements of Activities and Changes in Net Assets, For Years Ended June 30, 2023 and 2022	5
Statement of Functional Expenses for Year Ended June 30, 2023 With Comparative Totals for the Year Ended June 30, 2022	6
Statements of Cash Flows	7
Notes to Financial Statements	8 – 15
SUPPLEMENTAL INFORMATION	
Statements of Activities and Changes in Net Assets By State Approved Funds, for Year Ended June 30, 2023	16

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
On The Road to Recovery, Inc.
Manchester, New Hampshire.

Opinion

We have audited the accompanying financial statements of On The Road to Recovery, Inc. (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2023 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of On The Road to Recovery, Inc. as of June 30, 2023 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of On The Road to Recovery, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

Exercise professional judgement and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of On The Road to Recovery, Inc.'s internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about On The Road to Recovery, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited On The Road to Recovery, Inc.'s 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 19, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



Rowley & Associates, P.C.
Concord, New Hampshire
October 31, 2023

ON THE ROAD TO RECOVERY, INC
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022
See Independent Auditors' Report

ASSETS	<u>2023</u>	<u>2022</u>
CURRENT ASSETS		
Cash and cash equivalents		
Operating	\$ 36,402	\$ 6,679
BMHS refundable	-	24,315
Total cash and cash equivalents	<u>36,402</u>	<u>30,994</u>
Accounts receivable	137,052	72,309
Prepaid expenses	18,933	12,577
Total Current Assets	<u>192,387</u>	<u>115,880</u>
PROPERTY AND EQUIPMENT, at cost		
Leasehold improvements	76,128	69,729
Vehicles	88,386	88,386
Equipment & furniture	46,904	45,935
	<u>211,418</u>	<u>204,050</u>
Less accumulated depreciation	<u>(156,251)</u>	<u>(135,829)</u>
	<u>55,167</u>	<u>68,221</u>
OTHER ASSETS		
Investments	1,427	1,427
Operating lease right of use asset	347,613	-
Finance lease right of use asset	18,389	-
Deposits	10,175	10,175
	<u>377,604</u>	<u>11,602</u>
Total Assets	<u>625,158</u>	<u>195,703</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	17,471	5,692
Accrued expenses	18,238	8,216
Current portion of long-term debt	4,881	4,047
Line of credit	45,000	-
Operating lease liability, current portion	87,832	-
Finance lease liability, current portion	8,916	-
Total Current Liabilities	<u>182,338</u>	<u>17,955</u>
LONG-TERM LIABILITIES		
Long-term debt, net of current portion	11,429	16,244
Operating lease liability, less current portion	259,781	-
Finance lease liability, less current portion	9,473	-
Refundable advance, BMHS funds	-	24,315
Total Long-Term Liabilities	<u>280,683</u>	<u>40,559</u>
NET ASSETS		
With donor restriction		
Without donor restriction	<u>162,137</u>	<u>137,189</u>
	<u>162,137</u>	<u>137,189</u>
Total Liabilities and Net Assets	<u>\$ 625,158</u>	<u>\$ 195,703</u>

ON THE ROAD TO RECOVERY, INC
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2023 AND 2022
See Independent Auditors' Report

	<u>2023</u>	<u>2022</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 978,168	\$ 852,414
Contribution income	5,686	17,503
Charitable gaming income net expenses of \$4,000	9,502	-
Miscellaneous income	157	1,250
Interest income	1	39
Total support and revenue	<u>993,514</u>	<u>871,206</u>
 EXPENSES		
Program	946,486	807,401
Management & general	22,080	15,879
Total expenses	<u>968,566</u>	<u>823,280</u>
Increase in net assets	24,948	47,926
Net assets, beginning of year	<u>137,189</u>	<u>89,263</u>
Net assets, end of year	<u>\$ 162,137</u>	<u>\$ 137,189</u>

ON THE ROAD TO RECOVERY, INC
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2023 WITH COMPARATIVE TOTALS FOR
THE YEAR ENDED JUNE 30, 2022
See Independent Auditors' Report

	Derry Costs	Manchester Costs	SUSD Costs	Total Programs	Management & General	Total 2023	Total 2022
Wages	99,954	216,590	264,859	581,403	-	581,403	429,486
Employee benefits	4,736	6,662	9,884	21,282	-	21,282	20,317
Payroll taxes	8,396	17,598	22,979	48,973	-	48,973	39,168
Rent	34,800	51,165	49,438	135,403	-	135,403	130,431
In-service training	-	900	100	1,000	-	1,000	2,135
Educational/training	-	50	100	150	-	150	-
Telephone and internet	7,139	11,072	5,379	23,590	-	23,590	23,365
Utilities	5,722	6,360	5,114	17,196	-	17,196	16,699
Insurance	4,144	13,051	-	17,195	-	17,195	13,044
Repairs and maintenance	2,839	3,441	12,239	18,519	-	18,519	20,733
Office supplies	649	8,258	5,505	14,412	30	14,442	19,124
Household supplies	2,493	6,196	3,208	11,897	279	12,176	23,070
Other occupancy costs	-	-	998	998	-	998	12,393
Advertising	1,204	4,552	1,932	7,688	-	7,688	12,681
Fundraising expenses	-	199	-	199	-	199	3,000
Food and consumable supplies	-	685	1,109	1,794	-	1,794	4,239
Legal and accounting	2,661	6,002	-	8,663	-	8,663	14,198
Equipment rental	2,519	3,359	2,595	8,473	-	8,473	9,160
Transportation	-	78	-	78	-	78	88
Vehicle expense	4,051	3,154	5,279	12,484	-	12,484	11,163
Client Services	310	428	1,138	1,876	1,349	3,225	-
Depreciation and amortization	-	-	-	-	20,422	20,422	14,156
Printing	87	317	86	490	-	490	386
Postage	-	1,980	-	1,980	-	1,980	1,879
Dues and subscriptions	180	5,857	180	6,217	-	6,217	468
Interest expense	-	2,003	1,600	3,603	-	3,603	-
Other expenses	9	414	500	923	-	923	1,897
	<u>\$ 181,893</u>	<u>\$ 370,371</u>	<u>\$ 394,222</u>	<u>\$ 946,486</u>	<u>\$ 22,080</u>	<u>\$ 968,566</u>	<u>\$ 823,280</u>

Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2023 AND 2022
See Independent Auditors' Report

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 24,948	\$ 47,926
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation & amortization	20,422	14,156
(Increase) Decrease in operating assets		
Accounts Receivable	(64,743)	(20,668)
Prepaid expenses	(6,356)	3,558
Increase (Decrease) in operating liabilities		
Accounts payable	11,779	(1,865)
Accrued expenses	10,022	2,437
Refundable advance, BMHS funds	(24,315)	(66,412)
Deferred revenue	-	(43,084)
Net Cash (Used) By Operating Activities	<u>(28,243)</u>	<u>(63,952)</u>
CASH USED BY INVESTING ACTIVITIES		
Purchases of property and equipment	<u>(7,368)</u>	<u>(18,218)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term notes payable	(3,981)	-
Proceeds, line of credit	45,000	-
Net Cash Provided by Financing Activities	<u>41,019</u>	<u>-</u>
Net Increase (Decrease) in Cash and Cash Equivalents	5,408	(82,170)
Cash and Cash Equivalents, Beginning of Year	<u>30,994</u>	<u>113,164</u>
Cash and Cash Equivalents, End of Year	<u>\$ 36,402</u>	<u>\$ 30,994</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS		
Cost of property and equipment	7,368	38,509
New debt assumed for property and equipment	-	(20,291)
Cash payment for property and equipment	<u>\$ 7,368</u>	<u>\$ 18,218</u>
Cash paid during the years for:		
Interest	<u>\$ 3,603</u>	<u>\$ -</u>

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

Note 1. Nature of Organization and Activities

On The Road to Recovery, Inc. (OTRTR) is a nonprofit organization incorporated, operating under the DBA, On The Road to Wellness, under the laws of the State of New Hampshire. It operates as a consumer directed peer support organization for adults with long term mental illness, enhancing personal wellness, independence, and responsibility. The Organization is supported primarily by grants from the State of New Hampshire.

Note 2. Significant Accounting Policies

The summary of significant accounting policies of OTRTR is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of OTRTR's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Presentation

The financial statements of OTRTR have been prepared on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets Without Donor Restrictions - These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services raising contributions, and performing administrative functions.

Net Assets With Donor Restrictions - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Basis of Accounting The financial records for OTRTR are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

Property and Equipment: Are carried at cost. Depreciation expense related to equipment is calculated using the straight-line method over 3 – 7 years. Depreciation expense related to property is calculated using the straight-line method over 39 years. Depreciation expense recorded by OTRTR for the years ended June 30, 2023 and 2022 was \$20,422 and \$14,156, respectively.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

Note 2. Significant Accounting Policies (Continued)

Capitalization policy: Expenditures for additions, renewals and betterments of property and equipment, unless of relatively minor amount, are capitalized. Maintenance and repairs are expensed as incurred. Upon retirement or sale, the cost of the assets disposed of and the related accumulated depreciation are removed from the accounts and any gain or loss is included in other income in the period in which the asset is disposed.

Investments: Investments are stated at fair-market value. On The Road to Recovery, Inc. does not have any investments.

Functional and Cost Allocation of Expenses: The Organization allocates expenses among program services, management and general, and fundraising based on direct costs and other factors, including space utilization and time. The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities, consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

Estimates and assumptions: Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

In-Kind Contributions and Donated Materials and Services: In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to OTRTR's program services. These services are not included in donated materials and services because the value has not been determined.

It is the intent of OTRTR to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2023 and 2022, there were no donated goods or services.

Cash and Cash Equivalents: For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents, excluding amounts the use of which is limited restriction. At years ended June 30, 2023 and 2022 the Organization had no cash equivalents.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

Note 2. Significant Accounting Policies (Continued)

Newly Adopted Accounting Pronouncement: In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under the new guidance, a lessee is required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily depends on its classification as a finance or operating lease. However, unlike current GAAP—which required only capital leases to be recognized on the statement of financial position—the new ASU requires both types of leases to be recognized on the statement of financial position. This standard was implemented as of June 30, 2023 and is reflected in the current year financial statements.

Income taxes: The Organization has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

Revenue and Revenue Recognition: Revenue is recognized when earned. The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS) and from the United States Department of Housing and Urban Development (HUD). The Organization participates in waging programs in connection with its fundraising programs and also accepts voluntary contributions for meals.

Concentration of Risk: The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2023 and 2022 the Organization had no uninsured cash balances.

Comparative Financial Information: The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

Note 3 Economic Dependency

OTRTR currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2023 and 2022, 98% of OTRTR's total support was made up of State grants, respectively.

Note 4. Review By Outside Agencies

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

Note 5. Retirement Plan

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses OTRTR for the expenses. Eligible employees do not make salary reduction contributions. There were contributions \$3,922 and \$0 for the years ended June 30, 2023 and 2022, respectively.

Note 6. Leasing Activities

Operating Lease

Since July 1, 2011 OTRTR has been a tenant at its Derry, New Hampshire location. The organization renews this lease every two years and the most recent renewal was in July of 2022. Total rent expense for the years ended June 30, 2023 and 2022 was \$34,800 and \$33,900, respectively.

In May 2018 the Organization entered a ten-year, four-month lease for its Manchester, New Hampshire location. The lease agreement includes 3% annual escalations each year on the anniversary of the lease term beginning in the third year. The lease also includes a proportionate share of operating expenses based considered capped until the fifth year of the lease with an annual cap of 5% thereafter. Total rent expense related to this location was \$51,165 and \$50,031 for the years ended June 30, 2023 and 2022, respectively

The Organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office assets.

Total right-of-use assets and lease liabilities at June 30, 2023 are as follows:

Lease Assets – Classification in Statement of Financial Position
Operating Lease Right of Use Asset \$ 347,613

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

Note 6. Leasing Activities (Continued)

Lease Liabilities – Classification in Statement of Financial Position:

Operating Lease Liability, Current Portion	87,832
Operating Lease Liability, Long-Term Portion	<u>259,781</u>
Total	<u>\$ 347,613</u>

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years: 4.69

Weighted-average discount rate: 5.4%

The future minimum lease payments on this agreement as of June 30 are:

2024	\$ 87,832
2025	90,832
2026	92,866
2027	59,135
2028	61,331
Thereafter	<u>10,537</u>
Total payments	402,534
Net present value discount	<u>(54,921)</u>
Present Value of lease liabilities	<u>\$347,613</u>

In June of 2021 the Organization entered a three-year, automatically renewing lease for the Stand-Up Step-Down (SUSD) program located in Manchester, New Hampshire. The lease continues as a month-to-month basis unless terminated or renewed. The lease agreement includes 3% annual escalations each year on the anniversary of the lease term and 50% of the property taxes beginning in 2023. Total rent expense related to this location was \$49,438 and \$46,500 for the years ended June 30, 2023 and 2022. There is no future minimum rent.

The Organization has adopted FASB ASC 842 in the current period. The Organization has elected the short-term lease recognition exemption for its SUSD lease. Leases with an initial term of 12 months or less, that do not include an option to purchase the underlying asset that we are reasonably certain to exercise, are not recorded on the statement of financial position.

Finance Lease

The Organization leases office equipment under a finance lease agreement. The lease is for five-years, expiring September 16, 2025. The annual rent expense is \$8,916 per year.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

Note 6. Leasing Activities (Continued)

The Organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office equipment.

Total right-of-use assets and lease liabilities at June 30, 2023 are as follows:

Lease Assets – Classification in Statement of Financial Position
 Finance Lease Right of Use Asset \$ 18,389

Lease Liabilities – Classification in Statement of Financial Position:
 Finance Lease Liability, Current Portion 8,916
 Finance Lease Liability, Long-Term Portion 9,473
 Total \$ 18,389

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years: 2.25

Weighted-average discount rate: 5.4%

The future minimum lease payments on this agreement as of June 30 are:

2024	\$ 8,916
2025	8,916
2026	<u>2,229</u>
Total payments	20,061
Net present value discount	<u>(1,672)</u>
Present Value of lease liabilities	\$ <u>18,389</u>

Note 7. Advertising

The Organization expenses advertising costs as incurred. OTRTR had advertising costs of \$7,688 and \$12,681 as of June 30, 2023 and 2022, respectively.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

Note 8. Liquidity And Availability of Financial Assets

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary source of support is grants. That support is held for the purpose of supporting the Organization's budget. The Organization had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 36,402	\$ 30,994
Accounts receivable	<u>137,052</u>	<u>72,309</u>
	<u>173,454</u>	<u>103,303</u>
Less amounts:		
Deferred revenue, BMHS funds required to be maintained under State agreement	<u>(0)</u>	<u>(24,315)</u>
	<u>\$ 173,454</u>	<u>\$ 78,988</u>

Note 9. Financial Instruments

The carrying value of cash and cash equivalents, prepaid expenses, accounts receivable accounts payable and accrued expenses are stated at carrying cost at June 30, 2023 and 2022, which approximates fair value due to the relatively short maturity of these instruments.

Note 10. Board Designated Net Assets

The Organization has no board designated net assets as of June 30, 2023.

Note 11. Refundable BMH Advance

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services (DHHS), OTRTR was required to segregate amounts advanced but not expended at year-end as a refundable advance. OTRTR was notified by the State of New Hampshire's DHHS that refundable advance amounts were no longer required to be segregated and could be included in non-BBH funds. Funds previously set aside in accordance with this requirement amounted to \$0 and \$24,315 for the years ended June 30, 2023 and 2022, respectively.

Note 12. Deferred Revenue

The terms of BBH require OTRTR to record surplus funds as unearned revenue. OTRTR had \$0 of unearned revenue for the years ended June 30, 2023 and 2022, respectively.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

Note 13. Fair Value Measurements

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
<u>2023</u>			
Accounts Receivable	\$ 137,052	\$ -	\$ 137,052
Investments	<u>1,427</u>	<u>1,427</u>	<u>-</u>
	<u>\$ 138,479</u>	<u>\$ 1,427</u>	<u>\$ 137,052</u>
<u>2022</u>			
Accounts Receivable	\$ 72,309	\$ -	\$ 72,309
Investments	<u>1,427</u>	<u>1,427</u>	<u>-</u>
	<u>\$ 73,736</u>	<u>\$ 1,427</u>	<u>\$ 72,309</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts receivable are estimated at the present value of expected future cash flows.

Note 14. Compensated Absences

Employees of the Organization are entitled to paid vacation depending on job classification, length of services and other factors. Accrued paid time off above the established cap will be converted to an extended illness bank. As of June 30, 2023 and 2022 there was \$6,072 and \$0 of accrued paid time off, respectively.

Note 15. Line of Credit

The Organization has a working capital line of credit agreement with a local bank. Interest is stated at 10.5% and 7.5% as of June 30, 2023 and 2022, respectively. Interest paid was \$3,603 and \$0 for the years ended June 30, 2023 and 2022, respectively. The line of credit is secured by all business assets. The organization borrowed \$45,000 and \$0 against the line as of June 30, 2023 and 2022, respectively.

Note 16. Subsequent Events

Management has evaluated subsequent events through October 31, 2023, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

ON THE ROAD TO RECOVERY, INC
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
BY STATE APPROVED BMHS FUNDS
YEAR ENDED JUNE 30, 2023
See Independent Auditors' Report

	State Approved BMHS Funds	Non-BMHS Funds	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income, current year	\$ 953,853	\$ -	\$ 953,853
Contribution income	-	5,686	5,686
Grant income, prior year release	-	24,315	24,315
Charitable gaming income net expenses of \$4,000	-	9,502	9,502
Miscellaneous income	-	157	157
Interest income	1	-	1
Total support and revenue	<u>953,854</u>	<u>39,660</u>	<u>993,514</u>
EXPENSES			
Wages	581,403	-	581,403
Employee benefits	21,282	-	21,282
Payroll taxes	48,973	-	48,973
Rent	135,403	-	135,403
In-service training	1,000	-	1,000
Educational/training	150	-	150
Telephone	23,590	-	23,590
Utilities	17,196	-	17,196
Insurance	17,195	-	17,195
Repairs and maintenance	18,519	-	18,519
Office supplies	14,412	30	14,442
Household supplies	11,897	279	12,176
Other occupancy costs	998	-	998
Advertising	7,688	-	7,688
Fundraising expense	199	-	199
Food and consumable supplies	1,794	-	1,794
Legal and Accounting	8,663	-	8,663
Equipment rental	8,473	-	8,473
Transportation	78	-	78
Vehicle maintenance	12,484	-	12,484
Client services	1,876	1,349	3,225
Depreciation and amortization	-	20,422	20,422
Printing	490	-	490
Postage	1,980	-	1,980
Dues and subscriptions	6,217	-	6,217
Interest expense	3,603	-	3,603
Other expenses	923	-	923
Total expenses	<u>946,486</u>	<u>22,080</u>	<u>968,566</u>
Net Increase in Operating Net Assets	7,368	17,580	24,948
BMHS funds spent for capital purchases	<u>(7,368)</u>	<u>7,368</u>	<u>-</u>
Net Increase in Net Assets	-	24,948	24,948
Net assets, beginning of year	<u>6,538</u>	<u>130,651</u>	<u>137,189</u>
Net assets, end of year	<u>\$ 6,538</u>	<u>\$ 155,599</u>	<u>\$ 162,137</u>



On the Road to Recovery
(dba On the Road to Wellness)
BOARD OF DIRECTORS
Updated January 13, 2024

Executive Committee

Directors (Continued)

Directors (Continued)

Chairman

Thom DeFelice

[Redacted]
[Redacted]
[Redacted]

Email: [Redacted]
Joined: 01-18-2018
Term #2
Term Length: 3 Years
Expiration: 03-2025

Laura Brownell

[Redacted]
[Redacted]
[Redacted]

Email: [Redacted]
Joined: 08-24-2022
Term #1
Term Length: 3 Years
Expiration: 03-2025

Vice-Chairman

Heather Williams

[Redacted]
[Redacted]
[Redacted]

Email: [Redacted]
Joined: 02-21-2019
Term #2
Term Length: 3 Years
Expiration: 03-2025

Kerry Arseneaux

[Redacted]
[Redacted]
[Redacted]

Email: [Redacted]
Joined: 03-26-2023
Term #1
Term Length: 3 Years
Expiration: 03-2026

Secretary/Treasurer

Kathleen Abate

[Redacted]
[Redacted]
[Redacted]

Email: [Redacted]
Joined: 08-11-2016
Term #3
Term Length: 3 Years
Expiration: 03-2025

Peter Klecan

[Redacted]
[Redacted]
[Redacted]

Email: [Redacted]
Joined: 10-19-2023
Term #1
Term Length: 3 Years
Expiration: 03-2026

Administrative Team

Executive Director
David Blacksmith

[Redacted]
[Redacted]
[Redacted]
Email: [Redacted]

Business Manager
Peter DeLeault

[Redacted]
[Redacted]
[Redacted]
Email: [Redacted]

Directors

Elias Koester

[Redacted]
[Redacted]
[Redacted]

Email: [Redacted]
Joined: 05-31-2018
Term #2
Term Length: 3 Years
Expiration: 03-2025

[Redacted]

David J. Blacksmith

HIGHLIGHTS

- Keen Ability to Network People and Resources
- Well-Developed Listening, Counseling, Problem Solving and Teaching Skills
- Excellent Verbal and Written Communication
- Team Minded Servant Leader with Strong Administrative Abilities
- Able to Handle Crisis or Stressful Situations with Ease
- Technically Proficient with Computers, Networking, Donor Software, Microsoft Office

WORK HISTORY

On the Road to Wellness, Manchester & Derry
Executive Director

2009 – Present

Provide leadership and oversight to all areas related to peer-support agency, specializing in people managing their mental health, as well as addressing homelessness, and substance misuse. Responsibilities include: agency oversight; fiscal management; maintain integrity to the contractual relationship with the State (BMHS); all aspects of agency relationships and interagency collaborations.

- Successfully moved agency and services through turbulent time to current location
- Effectively re-established relationships with Community Partners and local authorities
- Successfully launched Step-Up Step-Down Program 2021 in new location
- Re-written/Updated Board Policies and Procedures
- Expanded sustainability plans ... fund-raising, grant writing
- Successfully launched a secondary site in Derry (2011) to provide services to that Region
- Effectively increased membership and active participation at both sites
- Responsible for recruiting, hiring, and supervising staff of 25
- Serving as agency representative on the Steering Committee and Workforce Development Committee for Network4Health (1115 Waiver)
- Created a vibrant newsletter which led to expanded readership/ increased membership
- Led multiple employees and peers in the Principles and Tasks of Intentional Peer Support
- Built strong working relationships with other area agencies, thus enhancing the reputation of our agency and enhancing the programming for our members
- Encouraged expansion of programming to include outreach and community service
- Given oversight of both Peer Centers, expanding serves while maintaining budget
- Effectively developed a contractual relationship with Mental Health Center of Great Manchester by modeling and coaching Peer Support Specialist Services to their ACT Teams

Southern New Hampshire Rescue Mission
Founder/Executive Director

2003 - 2008

Responsibilities: Staff and volunteer development, community relations, human resources, programming, outreach, counseling, fund-raising, budgeting, and public speaking.

- Founded this on-going social service agency to the homeless and poor
- Secured and enlarged donor and volunteer base
- Built strong relationships with clientele, neighborhood, community leaders, churches
- Located and purchased facilities for the work, thus creating a long-standing relationship and presence within the community
- Supervised a handful of staff and hundreds of volunteers
- Successfully began residential shelter for single homeless men

David J Blacksmith
Resume / Page 2

**WORK
HISTORY**
(continued)

Las Vegas Rescue Mission 1999 – 2003
Executive Director

Responsibilities: Staff and volunteer development, community relations, fund-raising, budgeting, human resources, programming, outreach, counseling, and public speaking.

- Initiated comprehensive Case Management Program
- Initiated and completed \$2m building project to expand services to homeless men, and specialized population of single-fathers with children
- Effectively built relationships with area agencies to create a network for a holistic approach to enable clients to succeed
- Established an extensive and effective Job Development Program which generated over \$250k into the pockets of the homeless, many securing permanent employment through the Program
- Implemented Recovery Program for those struggling with addictive behaviors
- Expanded donor base 150%; volunteer base 300%
- Responsible for recruiting, hiring, scheduling and supervising staff of 20
- Dramatically increased community involvement

EDUCATION

Moody Bible Institute, Chicago, IL 1983 – 1987
Ministerial Studies

University of Massachusetts, Lowell, MA 1973 – 1977
Bachelor of Arts
Concentrations: Music Education / Business Administration

Bedford High School, Bedford, MA 1969 – 1973
College Preparatory

**ADDITIONAL
TRAINING**

Train the Trainer – Intentional Peer Support; Middletown, CT
Intentional Peer Support: An Alternative Approach; BBH, Concord, NH
Prison Volunteer Training, Concord, NH
Art of Listening, Hospital Chaplaincy Services
Powerful Business Writing Skills, National Seminars, Inc.
Business Management, Cornell University, Ithaca, NY (Extension)
Essentials in Management, American Management Association (Extension)

**OTHER
SKILLS**

PC Windows Literate; Proficient in Microsoft Office; Database, Website and Newsletter Design and Development; Donor Management Software; Prolific Writer

**CIVIC
ACTIVITIES**

Member, Nashua Continuum of Care	2003 – 2008
Member, Southern Nevada Homeless Coalition	1999 – 2003
Member, Emergency Food and Shelter Board	1999 – 2003
Chairman, Child Evangelism Fellowship	1999 – 2001
Member, Manchester Rotary, Manchester, VT	1997 – 1999
Director of Volunteer Chaplains, Sonoma Valley Hospital	1991 – 1992
Southern Nevada Task Force for the Homeless	1987 – 1990

Personal and Professional References Available Upon Request

Sarah R. MacFadzen

Summary

I am a Certified Peer Support Specialist and customer service professional with excellent written and verbal communications skills. I excel at building rapport and trust by displaying empathy, listening actively, asking questions, and taking detailed notes to keep myself organized and informed.

Relevant Experience

EXECUTIVE ADMINISTRATIVE ASSISTANT | ON THE ROAD TO WELLNESS | MAY 2023 - PRESENT

Attend meetings, take and distribute minutes
Complete administrative tasks within given deadlines
Support the Executive Director in tasks as requested

PEER SUPPORT FACILITATOR | ON THE ROAD TO WELLNESS | OCT 2022 - MAY 2023

Uphold the principles and values of the organization
Provide emotional support to guests and members
Lead engaging and interactive educational groups

DRIVER | LYFT | JAN 2019 - MARCH 2020

Provide friendly, professional, and timely customer service
Maintain a clean and inviting environment inside vehicle at all times
Maintain a 5.0 customer satisfaction rating throughout 4,036 completed rides

RECEPTIONIST / MEMBERSHIP SALES AGENT | ELEMENTS MASSAGE | JUNE 2018 - MARCH 2019

Welcome and orient all clients to the studio and set a comfortable tone for their experience
Provide customer service in person, over the phone, and through email correspondence
Schedule appointments and maintain daily studio and office operations

TOUR MANAGER / MOBILE DISTRIBUTOR / SALES AGENT | QUICKFIRE | NOV 2017 - JUNE 2018

Maintain and communicate business and financial records under strict deadlines
Plan travel itineraries to ensure a smooth entrance and set up at trade shows
Schedule collaboratively with trade show management via phone and email prior to trade shows
Assemble, merchandise, inventory, and maintain sales footprints during trade shows

Skills

Peer Support
Customer Service
Communication
Active Listening
Problem-solving

Administration
Critical thinking
Attention to detail
Time Management
Organization

Empathy
Integrity
Reliability
Creativity
Typing/Word processing

Education

UMASS AMHERST | 2011 | GPA: 3.2

BACHELOR'S OF GENERAL STUDIES (CONCENTRATIONS IN PSYCHOLOGY AND SOCIOLOGY)

Nicolette Forbes

Personable Sales Representative with Good Work



Detailed-oriented and dependable customer service representative with 8+ years experience in providing the highest standards of customer service and satisfaction. Skilled in training and leading team to accomplish shift plans with time management and prioritization abilities.

Authorized to work in the US for any employer

Work Experience

Assistant Manager

Dunkin' - Manchester, NH
October 2016 to Present

- Assigning daily tasks and shift plans for crew members in an equal and effective manner.
- Taking initiative to go above and beyond initial job responsibilities.
- Ensure team performs efficient workflow while maintaining a proper work environment.
- Enforced proper procedures and safety regulations.
- Quick and fast paced problem solving.
- Clear and precise communication both verbally and written.
- Experienced with Outlook and Excel
- Inventory and Sales Tracking
- Food Safety

Education

Bachelor's in Science of Criminal Justice

Colorado Technical University: Online - Colorado Springs, CO
August 2019 to Present

High school diploma

Manchester West High School - Manchester, NH
June 2017

Skills

- Shift Management
- Food Service
- Food Preparation
- POS
- Cash Handling

- Food Safety
- Cashiering
- Microsoft Word
- Food Handling
- Management
- Guest Services
- Upselling
- Customer Service
- Barista Experience
- Assistant Manager Experience
- Coffee Experience

Certifications and Licenses

ServSafe Food Protection Manager

May 2021 to May 2026

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name: On the Road to Recovery (dba On the Road to Wellness)

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
David Blacksmith	Executive Director	25.00%	\$21,000.00	\$84,000.00
Sarah MacFadzen	SUSD Director	100.00%	\$52,000.00	\$52,000.00
Nicolette Forbes	Team Leader	100.00%	\$40,000.00	\$40,000.00

MAC
25



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shilbette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 31, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed \$3,200,000 for the provision of Recovery Oriented Step-Up Step-Down programs for individuals 18 years of age or older, with long term and/or severe mental illness, as defined in RSA 135-C:2 X, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Portsmouth	\$800,000
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Nashua	\$800,000
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Keene	\$800,000
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Manchester	\$800,000
		Total:	\$3,200,000

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the four (4) Contractors to each continue to operate a three (3) bed Recovery Oriented Step-Up Step-Down (SUSD) program for individuals 18 years of age or older, with long term and/or severe mental illness, as defined in RSA 135-C:2 X. Expanding the availability of SUSD options statewide is a core recommendation (recommendation #6) of New Hampshire's 10-Year Mental Health Plan. The recommendation calls for new and/or expanded programs for individuals leaving inpatient facilities and individuals at risk of admissions in order to bridge the current mental health system's gap in the continuum of care as adults transition to and from higher levels of care.

Approximately 75 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will continue to operate a three (3) bed Recovery Oriented SUSD program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:

- Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
- Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
- Require more intensive supports to prevent admission to an inpatient psychiatric setting.

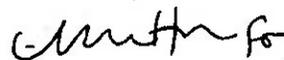
The Contractors will utilize the Intentional Peer Support or another Substance Abuse and Mental Health Services Administration-recognized mental health peer support model to facilitate recovery and wellness with individuals served in the program.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subparagraph 1.2. of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, twelve (12) Recovery Oriented SUSD beds would close and individuals in need of short-term recovery-based transition and mental health peer support services will not receive these critical services. Recovery Oriented SUSD programs support successful transitions to the community following hospitalization and/or prevent hospital-level of care which, in turn, increases the availability of beds for individuals awaiting inpatient hospital services across the State.

Respectfully submitted,



Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2023-BMHS-02-RECOV

Project Title Recovery Oriented Step-Up Step-Down Programs

	Maximum Points Available	Monadnock Area Peer Support – Region 2	Monadnock Area Peer Support – Region 5	H.E.A.R.T.S PSA – Region 6	On the Road to Wellness – Region 7	Connections Peer Support Center – Region 8
Technical						
Ability Q1	40	N/A	40	33	40	40
Experience Q2	25	N/A	23	23	23	24
Staffing Q3	30	N/A	28	17	27	28
Collaboration Q4	25	N/A	25	23	25	25
TOTAL POINTS	120	N/A	116	96	115	117

Disqualified

Reviewer Name	Title
1. <u>Ayla Kendall</u>	<u>Program Planning And Review Specialist</u>
2. <u>Thomas Grinley</u>	<u>Program Planning and Review Specialist</u>
3. <u>Sara Suler</u>	<u>Recovery Program Specialist</u>
4. <u>Tiffany Crowel</u>	<u>Nurse Administrator</u>
5. <u>Tanja Godfredsen</u>	<u>Business Administrator II</u>

Financial Detail

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT					
100% General Funds					
Activity Code: 92204117					
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
TOTAL			\$ 3,200,000.00	\$ -	\$ 3,200,000.00
Summary by Vendor			Total Amount		
Monadnock Area Peer Support Agency			\$ 800,000.00		
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			\$ 800,000.00		
On the Road to Recovery, Inc.			\$ 800,000.00		
Connections Peer Support Center			\$ 800,000.00		
Total			\$ 3,200,000.00		

Subject: Recovery Oriented Step-Up Step-Down Programs (RFA-2023-BMHS-02-RECOV-04)

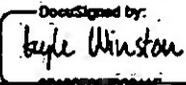
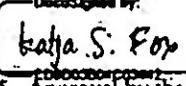
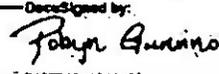
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name On the Road to Recovery, Inc. dba On the Road to Wellness		1.4 Contractor Address 377 S Willow St Suite B2-4 Manchester, NH 03103	
1.5 Contractor Phone Number 603-623-4523	1.6 Account Number 010-092-4117-102-0731 92204117	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$800,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/27/2022		1.12 Name and Title of Contractor Signatory Kyle Winston Board president	
1.13 State Agency Signature DocuSigned by:  Date: 6/30/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/3/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 or upon Governor and Executive Council approval, whichever is later ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide a Recovery Oriented Step-Up Step-Down program in this Agreement to individuals 18 years of age or older, with long term and/or severe mental illness, as defined in NH RSA 135-C:2 X.
- 1.2. The Contractor shall ensure services are physically located in NH Mental Health Region 7, and are available to individuals statewide, regardless of an individual's insurance coverage, residence or place of employment.
- 1.3. For the purposes of this Agreement, all references to days shall mean consecutive calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider, the information or records will be subject to all safeguards of 42 CFR Part 2.
- 1.6. The Contractor shall operate a three (3) bed Recovery Oriented Step-Up Step-Down program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:
 - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
 - 1.6.2. Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
 - 1.6.3. Require more intensive supports to prevent admission to an inpatient psychiatric setting.
- 1.7. The Contractor shall ensure Recovery Oriented Step-Up Step-Down programs are:
 - 1.7.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
 - 1.7.2. At a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval by the Governor and Executive Council.
- 1.8. The Contractor shall ensure the Recovery Oriented Step-Up Step-Down program maintains:

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.8.1. A specific sleeping area designated for each individual, ensuring common areas are not used as bedrooms.
- 1.8.2. A minimum of one (1) bathroom with a sink, toilet, and shower.
- 1.8.3. Storage space for each individual's clothing and personal possessions.
- 1.8.4. A kitchen area for the individual(s) to store and prepare meals.
- 1.8.5. A minimum of one (1) telephone for incoming and outgoing calls.
- 1.9. The Contractor shall ensure Recovery Oriented Step-Up Step-Down program include, but are not limited to:
 - 1.9.1. Program(s) that are voluntary admission, short term, with overnight peer support services.
 - 1.9.2. Non-clinical peer supports, which includes access to a 24 hour staff.
 - 1.9.3. Policies that establish a 90 day maximum stay limit per individual, per episode.
 - 1.9.4. Programs staffed by peer support specialists as defined in NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the State Peer Support Specialist certification exam within 12 months of employment.
 - 1.9.5. Coordination with outpatient community-based clinical treatment providers.
- 1.10. The Contractor shall utilize the Intentional Peer Support (IPS) or another Substance Abuse and Mental Health Services Administration (SAMHSA) recognized mental health peer support model to facilitate recovery and wellness with individuals in the Recovery Oriented Step-Up Step-Down program. The Contractor shall ensure:
 - 1.10.1. Programs operate in accordance with SAMHSA Core Competencies for Peer Support Workers in a behavioral health system;
 - 1.10.2. Individuals are referred to other community-based service providers, as appropriate, to ensure:
 - 1.10.2.1. Individuals are connected to community providers, programs, and applicable services; and
 - 1.10.2.2. Whole-health needs of each individual are met.
 - 1.10.3. Programs utilize a statewide referral form approved by the Department;
 - 1.10.4. Programs adhere to a standardized Department-approved admission criteria that includes, but is not limited to, serving individuals who:

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.10.4.1. Are at least 18 years of age.
- 1.10.4.2. Are residents of the State of New Hampshire.
- 1.10.4.3. Self-identify as being in psychiatric distress.
- 1.10.4.4. Express a willingness to engage in daily services and wellness activities.
- 1.10.4.5. Self-administer medication, if applicable, or receive medication from a community provider or clinician off-site.
- 1.10.5. Referrals for individuals utilizing the program as a Step-Up are accepted if submitted through:
 - 1.10.5.1. Community mental health centers or providers;
 - 1.10.5.2. Mobile Crisis/ Rapid Response Teams;
 - 1.10.5.3. NH Rapid Response Access Point;
 - 1.10.5.4. Peer Support Agencies; or
 - 1.10.5.5. Other entities, as approved by the Department.
- 1.10.6. Referrals for individuals utilizing the program as a Step-Down are accepted if submitted through:
 - 1.10.6.1. New Hampshire Hospital;
 - 1.10.6.2. Designated Receiving Facilities;
 - 1.10.6.3. Mobile Crisis/ Rapid Response Teams;
 - 1.10.6.4. Community mental health centers or providers;
 - 1.10.6.5. Hospitals; or
 - 1.10.6.6. Other entities, as approved by the Department.
- 1.10.7. Programs are staffed and operated by a minimum of one (1) Certified Peer Support Specialist with lived experience with mental illness, 24 hours per day when participants are in the program.
- 1.10.8. Programs support recovery and resiliency through interventions and services; or connections to services, which include, but are not limited to:
 - 1.10.8.1. Facilitating connections to natural supports, defined as relationships that occur in everyday life, which may include, but are not limited to:
 - 1.10.8.1.1. Family.
 - 1.10.8.1.2. Friends.
 - 1.10.8.1.3. Neighbors.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.10.8.1.4. Coworkers.
- 1.10.8.1.5. Peer support networks when transitioning back to their communities.
- 1.10.8.2. Developing and supporting individual discharge plans.
- 1.10.8.3. Providing access to a minimum of one (1) SAMHSA-recognized peer support model that emphasizes physical, psychological, and emotional safety and focuses on individual strengths as a method to rebuild a sense of control and empowerment.
- 1.10.8.4. Providing opportunities for engagement in structured daily activities while participating in the program.
- 1.10.8.5. Developing individualized safety and wellness plans that support person-centered recovery goals, which may include Wellness Recovery Action Plans (WRAP).
- 1.10.9. Programs support connections to current clinical treatment teams by allowing visits and meetings with individuals at the program site and collaborate with current service providers by establishing memoranda of understanding, communication protocols and sharing of care plans with written consent where appropriate.
- 1.10.10. Programs support individuals with maintaining participation in academic coursework and/or employment.
- 1.11. The Contractor shall assist individuals without established service providers to obtain a variety of supports that include, but are not limited to:
 - 1.11.1. Referring individuals to Department supports for benefits that may include, but are not limited to:
 - 1.11.1.1. Social Security.
 - 1.11.1.2. Food Stamps.
 - 1.11.1.3. Utility assistance.
 - 1.11.2. Assisting individuals with obtaining, completing, and submitting housing applications.
 - 1.11.3. Identifying and connecting participants to resources within the community which may include, but are not limited to:
 - 1.11.3.1. Peer support agencies.
 - 1.11.3.2. Community mental health centers.
 - 1.11.3.3. Faith-based groups.
 - 1.11.3.4. Transportation services.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.11.3.5. Primary care services.
- 1.11.3.6. Homemaker and personal care services.
- 1.12. The Contractor shall administer a functional assessment of each individual at intake and discharge from the program, as approved by the Department to include, but not be limited to, data identified in Subparagraph 1.51.1.
- 1.13. The Contractor shall develop a referral process with the local community mental health center for individuals who, while in the program, experience a rise in acuity level and require:
 - 1.13.1. A higher level of care; or
 - 1.13.2. An evaluation for hospitalization.
- 1.14. The Contractor shall ensure individual health needs are addressed during the course of their stay.
- 1.15. The Contractor shall maintain a smoke-free environment and provide tobacco intervention services to individuals who are former or current smokers. The Contractor shall ensure:
 - 1.15.1. Former smokers receive appropriate supports that assist with maintaining a non-smoking status; and
 - 1.15.2. Current smokers are offered support with smoking cessation.
- 1.16. The Contractor shall ensure the discharge process includes, but is not limited to:
 - 1.16.1. Conducting discharge planning meetings that actively include individuals receiving services.
 - 1.16.2. Ensuring the first discharge meeting occurs no later than 30 days from the date of the individual's admission.
 - 1.16.3. Ensuring discharge meetings include, but are not limited to, input from:
 - 1.16.3.1. Community mental health centers.
 - 1.16.3.2. Primary care services.
 - 1.16.3.3. Other providers.
 - 1.16.3.4. Natural supports.
 - 1.16.4. Ensuring discharge plans are wellness and recovery oriented and include, but are not limited to, individualized:
 - 1.16.4.1. Emergency contacts.
 - 1.16.4.2. Community support contacts.
 - 1.16.4.3. Updates on presenting problem.

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.16.4.4. Disposition.
- 1.16.4.5. Recovery goals.
- 1.16.4.6. Action steps to transition back into the community.
- 1.17. The Contractor shall enroll individuals in the Recovery Orientated Step-Up Step-Down Program who meet the specifications described in Subparagraphs 1.10.4. through 1.10.6., and:
 - 1.17.1. Who have a desire to work on wellness issues; and
 - 1.17.2. Who have a desire to participate in peer support services.
- 1.18. The Contractor shall ensure the Recovery Orientated Step-Up Step-Down Program Guest application includes, but is not limited to:
 - 1.18.1. The minimum engagement policy.
 - 1.18.2. Suspension of services policy.
 - 1.18.3. Step-Up Step-Down program rules.
 - 1.18.4. Attestation that the individual supports the mission of the Peer Support Agency (PSA).
 - 1.18.5. A maximum 90 day length of stay agreement.
- 1.19. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
 - 1.19.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.20. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting for the purpose exchanging information as well as supporting and strengthening the statewide Peer Support system.
- 1.21. The Contractor shall meet, at a minimum of two (2) times per year, with other regional community support organizations that serve the same populations, which may include, but are not limited to:
 - 1.21.1. Mental health centers.
 - 1.21.2. Area homeless shelters.
 - 1.21.3. Community action programs.
 - 1.21.4. Housing agencies.
- 1.22. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Sections 1.20. through

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.21.4.
- 1.23. The Contractor shall submit a grievance and appeals process to the Department for approval. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
- 1.23.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
 - 1.23.1.1. Individual's name.
 - 1.23.1.2. Date of written grievance.
 - 1.23.1.3. Nature and subject of the grievance.
 - 1.23.1.4. A method to submit an anonymous grievance.
 - 1.23.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
 - 1.23.3. A method to track grievances.
 - 1.23.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
 - 1.23.5. An immediate review of the grievance and investigation by the Contractor's director or his or her designee.
 - 1.23.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 1.23.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.24. The Contractor shall ensure its Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.25. The Contractor shall submit a copy of the written decision regarding the grievance to the Department within one (1) day from the written decision.
- 1.26. The Contractor shall participate in quality assurance program reviews and site visits on a schedule provided by the Department. The Contractor agrees that:
- 1.26.1. All Agreement deliverables, programs, and activities are subject to review; and
 - 1.26.2. Any review may result in a report and potential corrective action plan, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.27. The Contractor shall participate in quality assurance reviews as follows:
- 1.27.1. Ensure the Department is provided with access that shall include ^{PP} but is not limited to:

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.27.1.1. Data.
 - 1.27.1.2. Financial records.
 - 1.27.1.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.5. Scheduled phone access to Contractor principals and staff.
- 1.28. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
- 1.28.1. Participating in bi-annual quality improvement review.
 - 1.28.2. Participating in ongoing monitoring and reporting based on the bi-annual quality assurance review and any corrective action plan submitted in conjunction with the Department and Contractor.
 - 1.28.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
 - 1.28.4. Reviewing personnel files for completeness.
 - 1.28.5. Reviewing the grievance process.
- 1.29. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with Agreement activities, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.30. The Contractor shall provide all requested audits to the Department no later than November 1 of each State Fiscal Year.
- 1.31. The Contractor shall maintain staffing as specified in this Statement of Work.
- 1.32. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 1.33. The Contractor shall not add, delete, defund, or transfer staff positions among programs without prior written permission from the Department.
- 1.34. The Contractor shall develop a Staffing Contingency Plan for Department approval no later than 30 days from the Agreement effective date, which includes but is not limited to:
- 1.34.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 1.34.2. The description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.34.3. The description of time frames necessary for obtaining staff replacements.
- 1.34.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 1.35. The Contractor shall submit an emergency staffing plan within 30 days of the Agreement effective date that includes, but is not limited to:
 - 1.35.1. Inclement weather notifications for programming and transportation services.
 - 1.35.2. Emergency evacuation plans.
- 1.36. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought:
 - 1.36.1. Obtain and verify at least two (2) references for the individual;
 - 1.36.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
 - 1.36.3. Complete a criminal records check to ensure that the individual has no history of:
 - 1.36.3.1. Felony conviction; or
 - 1.36.3.2. Any misdemeanor conviction involving:
 - 1.36.3.2.1. Physical or sexual assault;
 - 1.36.3.2.2. Violence;
 - 1.36.3.2.3. Exploitation;
 - 1.36.3.2.4. Child pornography;
 - 1.36.3.2.5. Threatening or reckless conduct;
 - 1.36.3.2.6. Theft;
 - 1.36.3.2.7. Driving under the influence of drugs or alcohol; or
 - 1.36.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
 - 1.36.4. Complete a motor vehicles record check to ensure that the person has a valid driver's license if the person will be transporting consumers.
- 1.37. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

volunteer if:

- 1.37.1. The individual's name is on the BEAS state registry;
 - 1.37.2. The individual has a record of a felony conviction; or
 - 1.37.3. The individual has a record of any misdemeanor conviction as referenced above.
- 1.38. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.38.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
 - 1.38.2. All staff training shall be in accordance with New Hampshire Administrative Rule He-M 400, Community Mental Health, Part 402, Peer Support, Section 402.05, Staff Training, Staff Development and Orientation.
 - 1.38.3. All staff training shall be in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the state peer support specialist certification exam within 12 months of employment.
 - 1.38.4. All personnel and training records are current and available to the Department, as requested.
- 1.39. The Contractor shall maintain documentation of completed trainings and certifications in staff files.
- 1.40. The Contractor shall ensure suicide prevention training, as approved by the Department, is provided annually to all staff.
- 1.41. The Contractor shall ensure that annual Wellness Training is available to staff.
- 1.42. The Contractor shall provide Intentional Peer Support (IPS) training or another SAMHSA recognized mental health peer support model and its required consultations to meet State Peer Specialist certification.
- 1.43. The Contractor shall ensure all staff, as applicable to their job description, including the Executive Director, participate in trainings, that include, but are not limited to:
- 1.43.1. Staff Development.
 - 1.43.2. Supervision.
 - 1.43.3. Performance Appraisals.
 - 1.43.4. Employment Practices.

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.43.5. Sexual Harassment.
- 1.43.6. Member Rights.
- 1.43.7. Program Development.
- 1.43.8. Grievance and the grievance procedure process.
- 1.43.9. Financial Management.
- 1.43.10. Incident reporting process.
- 1.44. The Contractor shall obtain prior approval by the Department no later than 30 days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 1.45. The Contractor shall ensure comprehensive administrative support for all services provided in this Agreement.
- 1.46. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.47. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.48. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.48.1. Personnel records.
 - 1.48.2. Financial records.
 - 1.48.3. Program data files.
- 1.49. The Contractor shall ensure staff, including the Executive Director, participate in NH Center for Nonprofit trainings on finance, governance and leadership development as required by the Department.
- 1.50. Reporting
 - 1.50.1. The Contractor shall collect and submit, to the Department, individual data in the format, content, frequency and method, as approved by the Department, that includes, but is not be limited to:
 - 1.50.1.1. Region of origin upon admission.
 - 1.50.1.2. Referral source.
 - 1.50.1.3. Discharge region.
 - 1.50.1.4. Presenting problem upon admission.
 - 1.50.1.5. If admission was diversion from inpatient care (step-up).



**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.50.1.6. If admission facilitated a supported transition out of inpatient care (step-down).
- 1.50.1.7. Age.
- 1.50.1.8. Gender.
- 1.50.1.9. Sexual orientation.
- 1.50.1.10. Race and ethnicity.
- 1.50.1.11. Legal status.
- 1.50.1.12. Employment status.
- 1.50.1.13. Individual's housing status upon admission and discharge.
- 1.50.1.14. Discharge reason.
- 1.50.1.15. Length of stay.
- 1.50.1.16. Resource referrals.
- 1.50.1.17. Entry and exit client status indicators that include, but not be limited to, whether the individual:
 - 1.50.1.17.1. Was a Step-Up or Step-Down referral;
 - 1.50.1.17.2. Exited to a higher level of care; or
 - 1.50.1.17.3. Was referred from a higher level of care.
- 1.50.1.18. 90-day follow-up status post program discharge that includes the number of hospital admissions categorized by physical and psychiatric.
- 1.50.2. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
 - 1.50.2.1. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.
 - 1.50.2.2. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
 - 1.50.2.3. Revenues equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
 - 1.50.2.4. The Profit and Loss Statements include a budget column allowing for budget-to-actual analysis.



**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.50.2.5. Statements are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this Agreement.
- 1.50.3. The Contractor shall submit to the Department, on forms supplied by the Department, quarterly revenue and expenses by cost and/or program category and locations by the 30th of the month following the quarter.
- 1.50.4. The Contractor shall prepare an Annual Report that:
 - 1.50.4.1. Includes, but is not limited to qualitative and quantitative data; and
 - 1.50.4.2. Is presented annually to the Mental Health Block Grant Planning and Advisory Council.
- 1.50.5. The Contractor shall submit a quarterly report to the Department, on forms supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
 - 1.50.5.1. Step-Up Step-Down deliverables as identified in the Scope of Services, and on templates provided by the Department;
 - 1.50.5.2. Number of bed days;
 - 1.50.5.3. Staffing levels; and
 - 1.50.5.4. Daily provided programming.
- 1.50.6. The Contractor shall submit to the Department a compilation of program evaluation and surveys submitted in the past quarter, no later than the 15th day of the month following the end of each quarter.
- 1.50.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including client-level demographic, performance, and service data.
- 1.51. Performance Measures
 - 1.51.1. The Contractor shall perform, or cooperate with the performance of, quality improvement or utilization review activities as are determined necessary and appropriate by the Department within timeframes reasonably specified by the Department including, but not limited to:
 - 1.51.1.1. Meeting 80% minimum occupancy standards annually.
 - 1.51.1.2. Diverting 80% of Step-Up admissions from resulting in an inpatient stay.
 - 1.51.1.3. Facilitating Step-Down transitions with no more than ^{DS} 5% of

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

individuals being readmitted to hospital level care within the 90 day period.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

Services.”

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
 - 2.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
 - 2.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
3. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
4. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Grantee shall submit annual financial audits performed by an independent CPA to the Department.
 - 7.2. If the Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 7.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
8. Property Standards
 - 8.1. Insurance coverage.
 - 8.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
 - 8.2. Real property.

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

- 8.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.
- 8.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.
- 8.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:
 - 8.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - 8.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
 - 8.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's

State's
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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

8.3. Equipment

8.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

8.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

8.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

8.3.2.2. Not encumber the property without approval of the State.

8.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

8.3.3. Use.

8.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

8.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

projects is also permissible with approval from the State.

- 8.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- 8.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:
- 8.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- 8.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
- 8.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- 8.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
- 8.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 8.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

- 8.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
- 8.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
- 8.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- 8.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

9. Property Trust Relationship and Liens

- 9.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

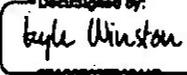
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name: On The Road to wellness

6/2/2022

Date

Decoded by:

 Name: Kyle Winston
 Title: Board president



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: on The Road to wellness

6/2/2022

Date

DocuSigned by:

Kyle Winston

Name: Kyle Winston

Title: Board president

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Vendor Initials

6/2/2022

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 8 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: On The Road to Wellness

6/2/2022

Date

Designated by:
Kyle Winston
Name: KYLE Winston
Title: Board president

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New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: On The Road to wellness

6/2/2022

Date

Designated by:

Kyle Winston

Name: Kyle Winston

Title: Board president

Exhibit G

Contractor Initials

KW

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: On The Road to wellness

6/2/2022

Date

DocuSigned by:

Kyle Winston

Name: Kyle Winston

Title: Board president

Contractor Initials

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Date 6/2/2022



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials EW

Date 6/2/2022



New Hampshire Department of Health and Human Services

Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials

Date 6/2/2022



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials ELW

Date 6/2/2022



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

 The State by
 Katja S. Fox

 Signature of Authorized Representative
 Katja S. Fox

 Name of Authorized Representative
 Director

 Title of Authorized Representative
 6/3/2022

 Date

On The Road to Wellness

 Name of the Contractor
 Kyle Winston

 Signature of Authorized Representative
 Kyle Winston

 Name of Authorized Representative
 Board president

 Title of Authorized Representative
 6/2/2022

 Date



New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

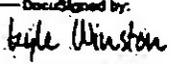
The Contractor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: On The Road to Wellness

6/2/2022

Date

DocuSigned by:

 Name: Kyle Winston
 Title: board president

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

- 6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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