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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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December 2, 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 an existing agreement with the Grantee listed below **in bold** for the continued development and implementation of opioid abatement programs, by increasing the total price limitation by \$282,211 from \$6,541,114 to \$6,823,325 with no change to the contract completion date of May 3, 2025, effective upon Governor and Council approval. 100% Other Funds (Opioid Abatement Trust Fund).

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
Archways (Tilton, NH)	310158-B001	Central, NH	\$284,034	\$0	\$284,034	O: 5/3/23 (Item #13)
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	\$353,350	\$0	\$353,350	O: 5/3/23 (Item #13)
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	\$173,888	\$0	\$173,888	O: 5/3/23 (Item #13)
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	\$209,365	\$0	\$209,365	O: 5/3/23 (Item #13)
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	\$453,847	\$0	\$453,847	O: 5/3/23 (Item #13)

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and the Honorable Council
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Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	\$800,000	\$0	\$800,000	O: 5/3/23 (Item #13)
Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	\$200,000	\$0	\$200,000	O: 5/3/23 (Item #13)
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	\$575,737	\$0	\$575,737	O: 5/3/23 (Item #13)
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	\$269,645	\$0	\$269,645	O: 5/3/23 (Item #13)
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	\$574,350	\$0	\$574,350	O: 5/3/23 (Item #13)
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	\$217,028	\$0	\$217,028	O: 5/3/23 (Item #13)
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	\$875,000	\$0	\$875,000	O: 5/3/23 (Item #13)
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	\$263,787	\$282,211	\$545,998	O: 5/3/23 (Item #13) A1: 4/10/24 (Item #5B)
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	\$264,000	\$0	\$264,000	O: 5/3/23 (Item #13)

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and the Honorable Council,
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TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	\$568,813	\$0	\$568,813	O: 5/3/23 (Item #13)
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	\$458,270	\$0	\$458,270	O: 5/3/23 (Item #13)
Total:			\$6,541,114	\$282,211	\$6,823,325	

Funds are available in the following account for State Fiscal Year 2025, 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 increasing the price limitation by more than 10% of the original contract. The Grantee was originally awarded funds by the Opioid Abatement Advisory Commission (Commission) through a competitive grant award process. The Commission awarded additional funds to the Grantee and directed the Department to enter into this Amendment.

The purpose of this request is for the Grantee to continue developing and implementing the approved opioid abatement projects recommended by the Commission by adding \$282,211 in funding as directed and approved by the Commission.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use or mental health (SUD/MH) condition; and/or children impacted by substance use will be served through May 3, 2025.

The additional funds will enable the Grantee to:

1. Recruit up to four (4) schools and four (4) law enforcement agencies in Coos County to implement Restorative Justice (RJ) Programs and services.
2. Complete the onboarding process with 46 businesses to declare them as Recovery Friendly Workplaces, impacting over 700 employees.
3. Complete the Opioid Overdose Initiative through coordination with two new Recovery Care Organizations in Berlin and Colebrook to enhance their Recovery Service Centers and strengthen the presence of recovery initiatives in both communities.
4. Conduct regional outreach to recruit and onboard interested schools in the North Country to engage them in the youth outdoor adventure program called Youth Leadership Through Adventure (YLTA).

The Grantee will continue to provide training, coordination, and support for up to seven (7) public school programs and services to help students with OUD and any co-occurring SUD/MH condition, or students who have been affected by OUD and any co-occurring SUD/MH condition within their families. Additionally, the Grantee will continue supporting evidence-based prevention

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and the Honorable Council
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programs and services that promote healthy, drug-free lifestyles; reduce isolation; build skills and confidence; and facilitate and strengthen community-based prevention efforts.

The Department will continue monitoring services through monthly, quarterly, and annual reporting, and through audits of individual providers. An annual evaluation of all data, including demographic and outcome data, is conducted to ensure:

- Services provided reduce the negative impacts of substance misuse;
- Grantee supports 46 business to meet the criteria to be deemed Recovery Friendly workplaces;
- Grantee serves individuals using evidence-based practices and follow best practices with fidelity; and
- Grantee supports local recovery communities and increases recovery initiatives.

Should the Governor and Executive Council not authorize this request, the Grantee will be unable to fully develop and implement the opioid abatement projects, leaving local public-school personnel less equipped to support students with OUD and any co-occurring SUD/MH issues. Additionally, the Grantee may not have the resources to administer evidence-based prevention programs focused on healthy, drug-free lifestyles; isolation reduction; and skills-building. Efforts to facilitate and strengthen community-based prevention activities may be hampered as well.

Area Served: North Country

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

Respectfully submitted,



For

Lori A. Weaver
Commissioner

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds).

Archways, formerly Greater Tilton Area Family Resource Center

VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$23,670.00	\$0.00	\$23,670.00
2024	102-500731	Contracts for Program Services	92053950	\$142,017.00	\$0.00	\$142,017.00
2025	102-500731	Contracts for Program Services	92053950	\$118,347.00	\$0.00	\$118,347.00
		Sub Total		\$284,034.00	\$0.00	\$284,034.00

Boys and Girls Club of Greater Nashua

VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$29,021.00	\$0.00	\$29,021.00
2024	102-500731	Contracts for Program Services	92053950	\$179,225.00	\$0.00	\$179,225.00
2025	102-500731	Contracts for Program Services	92053950	\$145,104.00	\$0.00	\$145,104.00
		Sub Total		\$353,350.00	\$0.00	\$353,350.00

County of Cheshire

VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$14,491.00	\$0.00	\$14,491.00
2024	102-500731	Contracts for Program Services	92053950	\$86,944.00	\$0.00	\$86,944.00
2025	102-500731	Contracts for Program Services	92053950	\$72,453.00	\$0.00	\$72,453.00
		Sub Total		\$173,888.00	\$0.00	\$173,888.00

County of Merrimack

VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$17,152.00	\$0.00	\$17,152.00
2024	102-500731	Contracts for Program Services	92053950	\$106,455.00	\$0.00	\$106,455.00
2025	102-500731	Contracts for Program Services	92053950	\$85,758.00	\$0.00	\$85,758.00
		Sub Total		\$209,365.00	\$0.00	\$209,365.00

County of Sullivan

VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$75,641.00	\$0.00	\$75,641.00
2024	102-500731	Contracts for Program Services	92053950	\$378,206.00	\$0.00	\$378,206.00
		Sub Total		\$453,847.00	\$0.00	\$453,847.00

Dismas Home of New Hampshire

VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$500,000.00	\$0.00	\$500,000.00
2024	102-500731	Contracts for Program Services	92053950	\$150,000.00	\$0.00	\$150,000.00
2025	102-500731	Contracts for Program Services	92053950	\$150,000.00	\$0.00	\$150,000.00
		Sub Total		\$800,000.00	\$0.00	\$800,000.00

Elliott Hospital

VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$16,667.00	\$0.00	\$16,667.00
2024	102-500731	Contracts for Program Services	92053950	\$100,000.00	\$0.00	\$100,000.00
2025	102-500731	Contracts for Program Services	92053950	\$83,333.00	\$0.00	\$83,333.00
		Sub Total		\$200,000.00	\$0.00	\$200,000.00

Greater Seacoast Community Health

VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$43,227.00	\$0.00	\$43,227.00
2024	102-500731	Contracts for Program Services	92053950	\$316,375.00	\$0.00	\$316,375.00
2025	102-500731	Contracts for Program Services	92053950	\$216,135.00	\$0.00	\$216,135.00
		Sub Total		\$575,737.00	\$0.00	\$575,737.00

Hope On Haven Hill

VDR - 275119 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$27,608.00	\$0.00	\$27,608.00
2024	102-500731	Contracts for Program Services	92053950	\$103,999.00	\$0.00	\$103,999.00
2025	102-500731	Contracts for Program Services	92053950	\$138,038.00	\$0.00	\$138,038.00
		Sub Total		\$269,645.00	\$0.00	\$269,645.00

Makin It Happen Coalition for Resilient Youth

VDR - 319209 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
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2023	102-500731	Contracts for Program Services	92053950	\$45,492.00	\$0.00	\$45,492.00
2024	102-500731	Contracts for Program Services	92053950	\$301,400.00	\$0.00	\$301,400.00
2025	102-500731	Contracts for Program Services	92053950	\$227,458.00	\$0.00	\$227,458.00
Sub Total				\$574,350.00	\$0.00	\$574,350.00

Mid-State Health Center

VDR - 158055 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$23,371.00	\$0.00	\$23,371.00
2024	102-500731	Contracts for Program Services	92053950	\$76,800.00	\$0.00	\$76,800.00
2025	102-500731	Contracts for Program Services	92053950	\$116,857.00	\$0.00	\$116,857.00
Sub Total				\$217,028.00	\$0.00	\$217,028.00

New Hampshire Harm Reduction Coalition

VDR - 330454 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$62,500.00	\$0.00	\$62,500.00
2024	102-500731	Contracts for Program Services	92053950	\$500,000.00	\$0.00	\$500,000.00
2025	102-500731	Contracts for Program Services	92053950	\$312,500.00	\$0.00	\$312,500.00
Sub Total				\$875,000.00	\$0.00	\$875,000.00

North Country Health Consortium

VDR - 158557 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$43,964.00	\$0.00	\$43,964.00
2024	102-500731	Contracts for Program Services	92053950	\$196,000.00	\$0.00	\$196,000.00
2025	102-500731	Contracts for Program Services	92053950	\$23,823.00	\$282,211.00	\$306,034.00
Sub Total				\$263,787.00	\$282,211.00	\$545,998.00

The Upper Room, A Family Resource Center

VDR - 174210 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$22,000.00	\$0.00	\$22,000.00
2024	102-500731	Contracts for Program Services	92053950	\$132,000.00	\$0.00	\$132,000.00
2025	102-500731	Contracts for Program Services	92053950	\$110,000.00	\$0.00	\$110,000.00
Sub Total				\$264,000.00	\$0.00	\$264,000.00

TLC Family Resource Center

VDR - 170625 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$48,810.00	\$0.00	\$48,810.00
2024	102-500731	Contracts for Program Services	92053950	\$275,951.00	\$0.00	\$275,951.00
2025	102-500731	Contracts for Program Services	92053950	\$244,052.00	\$0.00	\$244,052.00
Sub Total				\$568,813.00	\$0.00	\$568,813.00

Weeks Medical Center

VDR - 177171 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$40,773.00	\$0.00	\$40,773.00
2024	102-500731	Contracts for Program Services	92053950	\$213,635.00	\$0.00	\$213,635.00
2025	102-500731	Contracts for Program Services	92053950	\$203,862.00	\$0.00	\$203,862.00
Sub Total				\$458,270.00	\$0.00	\$458,270.00

Overall Total	\$6,541,114.00	\$282,211.00	\$6,823,325.00
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Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$1,034,387.00		\$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	\$3,259,007.00		\$3,259,007.00
2025	102-500731	Contracts for Program Services	92053950	\$2,223,897.00		\$2,529,931.00
Sub Total				\$6,517,291.00		\$6,823,325.00

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

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Health Consortium ("Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on May 3, 2023 (Item #13), as amended on April 10, 2024 (Item #5B), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement 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 Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1, General Provisions, Block 1.8, Price Limitation, to read:
\$545,998
2. Modify Exhibit C, Payment Terms; Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved budget line items, as specified in Exhibit C-1, Budget, Amendment #1 and Exhibit C-2, Budget, Amendment #2.
3. Modify Exhibit C-2, Budget, Amendment #1, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment terms; Section 7, to read:
 7. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant 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.

Initial
LP

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

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

State of New Hampshire
Department of Health and Human Services

12/2/2024

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

North Country Health Consortium

12/2/2024

Date

Signed by:
Lauren Pearson

Name: Lauren Pearson
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

12/3/2024

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-2, Budget, Amendment #2

New Hampshire Department of Health and Human Services	
Contractor Name:	North Country Health Consortium
Budget Request for:	Opioid Abatement Programs
Budget Period	7/1/2024 - 5/3/2025
Indirect Cost Rate (if applicable)	30.40% Salaries and Wages Only
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$142,684
2. Fringe Benefits	\$32,917
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$3,618
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$225
6. Travel	\$11,052
7. Software	\$1,181
8. (a) Other - Marketing/ Communications	\$1,000
8. (b) Other - Education and Training	\$4,000
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$55,974
Total Direct Costs	\$252,651
Total Indirect Costs	\$53,383
TOTAL	\$306,034

Contractor Initials: Initial
LP

Date: 12/2/2024

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 NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 05, 1998. 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: 301456

Certificate Number: 0006652261



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 April A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Ken Gordon, 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 North Country Health Consortium
(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 November 21, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

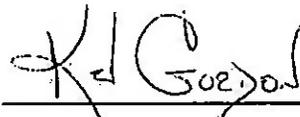
VOTED: That Lauren Pearson, Executive Director, (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of North Country Health Consortium 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: 12/2/2024



Signature of Elected Officer

Name: Ken Gordon

Title: Board President & Chair



North Country Health Consortium Mission Statement:

“An Innovative Collaboration to improve the health status of northern New Hampshire.”

The North Country Health Consortium (NCHC) is a non-profit 501(c)3 rural health network, created in 1997, as a vehicle for addressing common issues through collaboration among health and human service providers serving Northern New Hampshire.

NCHC is engaged in activities for:

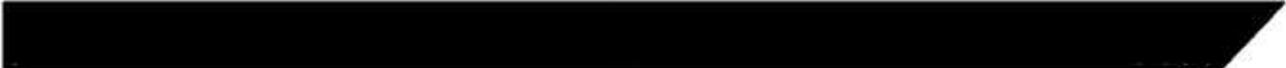
- Solving common problems and facilitating regional solutions
- Creating and facilitating services and programs to improve population health status
- Health professional training, continuing education, and management services to encourage sustainability of the health care infrastructure
- Increasing capacity for local public health essential services
- Increasing access to health care for underserved and uninsured residents of Northern New Hampshire



North Country Health Consortium, Inc. and Subsidiary

CONSOLIDATED FINANCIAL STATEMENTS
and
REPORTS IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*
AND THE UNIFORM GUIDANCE

September 30, 2023 and 2022
With Independent Auditor's Report



NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

September 30, 2023 and 2022

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary (the Organization), which comprise the consolidated statements of financial position as of September 30, 2023 and 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of September 30, 2023 and 2022, and the consolidated changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards (U.S. GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases*, during the year ended September 30, 2023. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. GAAP, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

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

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 U.S. GAAS and *Government 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 consolidated financial statements.

In performing an audit in accordance with U.S. GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 the Organization'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization'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.

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2024 on our consideration of the Organization's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Bangor, Maine
March 26, 2024

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Consolidated Statements of Financial Position

September 30, 2023 and 2022

ASSETS

	<u>2023</u>	<u>2022</u>
Current assets		
Cash and cash equivalents	\$ 384,083	\$ 925,998
Certificates of deposit, current portion	\$ 330,923	\$ 115,395
Accounts, grants, and contracts receivable, net	676,648	567,360
Prepaid expenses	88,656	29,423
Total current assets	<u>1,480,310</u>	<u>1,638,176</u>
Property and equipment		
Computers and equipment	190,202	147,396
Dental equipment	10,813	10,813
Furniture and fixtures	30,045	30,045
Vehicles	368,061	368,061
Construction in progress	30,960	-
	630,081	556,315
Less accumulated depreciation	<u>(248,534)</u>	<u>(190,445)</u>
Property and equipment, net	<u>381,547</u>	<u>365,870</u>
Other assets		
Right-of-use (ROU) asset - operating	127,196	-
Certificates of deposit, net of current portion	-	12,869
Total other assets	<u>127,196</u>	<u>12,869</u>
Total assets	<u>\$ 1,989,053</u>	<u>\$ 2,016,915</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable	\$ 92,818	\$ 62,597
Accrued wages and related liabilities	128,285	143,545
Current portion of lease liability - operating	79,347	-
Deferred revenue	231,003	458,044
Total current liabilities	<u>531,453</u>	<u>664,186</u>
Long-term liabilities:		
Lease liability - operating, net of current portion	<u>49,386</u>	-
Total liabilities	<u>580,839</u>	<u>664,186</u>
Net assets		
Without donor restrictions	<u>1,408,214</u>	<u>1,352,729</u>
Total net assets	<u>1,408,214</u>	<u>1,352,729</u>
Total liabilities and net assets	<u>\$ 1,989,053</u>	<u>\$ 2,016,915</u>

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Consolidated Statements of Activities

Years Ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Support		
Grant and contract revenue	\$ <u>3,231,609</u>	\$ <u>3,339,198</u>
Revenue		
Fees for programs and services	177,313	242,211
Interest income	2,954	1,058
In-kind contributions	-	380,632
Other income	<u>5,649</u>	<u>141,972</u>
Total revenue	<u>185,916</u>	<u>765,873</u>
Total support and revenue	<u>3,417,525</u>	<u>4,105,071</u>
Program expenses		
Workforce	788,693	1,175,806
Public health	309,270	292,067
Mobile clinic	218,311	82,459
Community Substance Abuse Protection (CSAP)	<u>1,406,773</u>	<u>1,595,360</u>
Total program expenses	2,723,047	3,145,692
Management and general expenses	<u>638,993</u>	<u>670,835</u>
Total expenses	<u>3,362,040</u>	<u>3,816,527</u>
Change in net assets	55,485	288,544
Net assets, beginning of year	<u>1,352,729</u>	<u>1,064,185</u>
Net assets, end of year	\$ <u>1,408,214</u>	\$ <u>1,352,729</u>

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Consolidated Statement of Functional Expenses

Year Ended September 30, 2023

	<u>Workforce</u>	<u>Public Health</u>	<u>Mobile Clinic</u>	<u>CSAP</u>	<u>Total Program</u>	<u>Management and General</u>	<u>Total</u>
Personnel							
Salaries	\$ 367,534	\$ 221,109	\$ 98,692	\$ 863,880	\$ 1,551,215	\$ 364,036	\$ 1,915,251
Payroll taxes and employee benefits	78,676	45,423	22,161	180,015	326,275	70,828	397,103
Total personnel expenses	<u>446,210</u>	<u>266,532</u>	<u>120,853</u>	<u>1,043,895</u>	<u>1,877,490</u>	<u>434,864</u>	<u>2,312,354</u>
Non-personnel expenses							
Computer fees	14,620	6,089	2,914	25,337	48,960	36,268	85,228
Medical and pharmacy supplies	25,877	129	1,487	23,680	51,173	-	51,173
Office supplies	12,548	5,416	3,271	15,285	36,520	1,098	37,618
Memorandum of Agreement (MOA)	204,971	9,034	-	136,978	350,983	-	350,983
Bad debts	-	-	-	-	-	11,196	11,196
Depreciation	-	-	52,580	-	52,580	5,509	58,089
Dues, memberships, education, and subscriptions	795	120	193	7,119	8,227	8,407	16,634
Staff development	750	-	948	3,380	5,078	929	6,007
Equipment and maintenance	2,023	328	7,776	2,391	12,518	5,115	17,633
Rent and occupancy	2,658	1,479	11,329	10,988	26,454	75,738	102,192
Insurance	1,351	1,252	376	3,065	6,044	5,146	11,190
Miscellaneous	165	-	-	773	938	155	1,093
Payroll processing fees	-	-	-	-	-	20,081	20,081
Postage	2,302	277	143	689	3,411	512	3,923
Printing	818	2,102	99	6,889	9,908	286	10,194
Professional fees	8,429	5,899	1,894	15,318	31,540	25,802	57,342
Training fees and supplies	30,578	1,216	-	47,306	79,100	2,707	81,807
Travel	13,744	5,347	4,507	36,586	60,184	973	61,157
Telephone	7,315	4,050	2,000	13,480	26,845	3,758	30,603
Vehicle expense	-	-	7,941	-	7,941	-	7,941
Event facility fees	13,539	-	-	13,614	27,153	449	27,602
Total non-personnel expenses	<u>342,483</u>	<u>42,738</u>	<u>97,458</u>	<u>362,878</u>	<u>845,557</u>	<u>204,129</u>	<u>1,049,686</u>
Total expenses	788,693	309,270	218,311	1,406,773	2,723,047	638,993	3,362,040
Indirect costs allocated to programs	<u>143,935</u>	<u>78,016</u>	<u>39,035</u>	<u>332,634</u>	<u>593,620</u>	<u>(593,620)</u>	<u>-</u>
Total expenses after indirect cost allocations	<u>\$ 932,628</u>	<u>\$ 387,286</u>	<u>\$ 257,346</u>	<u>\$ 1,739,407</u>	<u>\$ 3,316,667</u>	<u>\$ 45,373</u>	<u>\$ 3,362,040</u>

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Consolidated Statement of Functional Expenses

Year Ended September 30, 2022

	<u>Workforce</u>	<u>Public Health</u>	<u>Mobile Clinic</u>	<u>CSAP</u>	<u>Total Program</u>	<u>Management and General</u>	<u>Total</u>
Personnel							
Salaries	\$ 279,366	\$ 183,533	\$ 36,889	\$ 901,880	\$ 1,401,668	\$ 388,620	\$ 1,790,288
Payroll taxes and employee benefits	<u>53,089</u>	<u>32,564</u>	<u>6,991</u>	<u>176,320</u>	<u>268,964</u>	<u>62,264</u>	<u>331,228</u>
Total personnel expenses	<u>332,455</u>	<u>216,097</u>	<u>43,880</u>	<u>1,078,200</u>	<u>1,670,632</u>	<u>450,884</u>	<u>2,121,516</u>
Non-personnel expenses							
Computer fees	10,454	10,077	651	26,859	48,041	14,094	62,135
Medical and pharmacy supplies	896	185	1,769	58,576	61,426	714	62,140
Office supplies	3,788	9,031	2,450	11,725	26,994	5,439	32,433
MOA	694,085	33,493	-	219,042	946,620	500	947,120
Bad debts	-	-	-	-	-	13,598	13,598
Depreciation	-	-	2,191	-	2,191	3,754	5,945
Dues, memberships, education, and subscriptions	50,740	46	308	2,094	53,188	6,644	59,832
In-kind services	-	-	12,569	-	12,569	-	12,569
Equipment and maintenance	634	1,547	42	1,649	3,872	69,288	73,160
Rent and occupancy	6,945	3,968	420	32,806	44,139	37,869	82,008
Insurance	1,559	811	958	5,409	8,737	6,017	14,754
Miscellaneous	45,053	400	-	204	45,657	864	46,521
Payroll processing fees	50	-	-	-	50	21,299	21,349
Postage	716	812	12	1,116	2,656	565	3,221
Printing	222	1,418	26	885	2,551	350	2,901
Professional fees	5,854	4,001	456	25,797	36,108	22,117	58,225
Training fees and supplies	14,772	2,572	2	59,056	76,402	4	76,406
Travel	4,750	6,982	1,248	43,007	55,987	3,731	59,718
Telephone	2,833	627	116	9,018	12,594	13,094	25,688
Vehicle expense	-	-	15,361	-	15,361	-	15,361
Event facility fees	-	-	-	19,917	19,917	10	19,927
Total non-personnel expenses	<u>843,351</u>	<u>75,970</u>	<u>38,579</u>	<u>517,160</u>	<u>1,475,060</u>	<u>219,951</u>	<u>1,695,011</u>
Total expenses	1,175,806	292,067	82,459	1,595,360	3,145,692	670,835	3,816,527
Indirect costs allocated to programs	<u>101,843</u>	<u>64,662</u>	<u>8,852</u>	<u>374,421</u>	<u>549,778</u>	<u>(549,778)</u>	<u>-</u>
Total expenses after indirect cost allocations	<u>\$ 1,277,649</u>	<u>\$ 356,729</u>	<u>\$ 91,311</u>	<u>\$ 1,969,781</u>	<u>\$ 3,695,470</u>	<u>\$ 121,057</u>	<u>\$ 3,816,527</u>

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years Ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ 55,485	\$ 288,544
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	58,089	5,945
Change in allowance for doubtful accounts	(3,973)	-
Contribution of non-cash assets	-	(368,063)
Amortization of ROU asset - operating leases, net	1,537	-
(Increase) decrease in operating assets		
Accounts, grants, and contracts receivable	(105,315)	(153,365)
Prepaid expenses	(59,233)	4,107
Increase (decrease) in operating liabilities		
Accounts payable	30,221	(2,699)
Accrued wages and related liabilities	(15,260)	3,278
Deferred revenue	<u>(227,041)</u>	<u>(990,149)</u>
Net cash used by operating activities	<u>(265,490)</u>	<u>(1,212,402)</u>
Cash flows from investing activities		
Transfers to certificates of deposit	(202,659)	(360)
Purchases of property and equipment	<u>(73,766)</u>	<u>-</u>
Net cash used by investing activities	<u>(276,425)</u>	<u>(360)</u>
Net decrease in cash, cash equivalents, and restricted cash	(541,915)	(1,212,762)
Cash and cash equivalents, beginning of year	<u>925,998</u>	<u>2,138,760</u>
Cash and cash equivalents, end of year	<u>\$ 384,083</u>	<u>\$ 925,998</u>

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

1. Nature of Activities and Summary of Significant Accounting Policies

North Country Health Consortium, Inc. (NCHC) and Subsidiary (collectively, the Organization) is a not-for-profit health organization chartered under the laws of the State of New Hampshire. The Organization's mission is to lead innovative collaboration to improve the health status of the region. NCHC is engaged in promoting and facilitating access to services and programs that improve the health status of the area population, provide health training and educational opportunities for healthcare purposes, and is the operational home to the Northern New Hampshire Mobile Clinic.

NCHC's wholly-owned subsidiary, North Country ACO (the ACO), is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. A nominal cash balance remained at September 30, 2022 and activities have ceased. The Organization's Board of Directors voted to dissolve the ACO during the year ended September 30, 2023.

The Organization's primary programs are as follows:

Workforce – To provide workforce education programs.

Public Health – To coordinate public health networks, and promote the community emergency response plan.

Mobile Clinic – To sustain operations of a mobile clinic program, offering health services to all residents in northern New Hampshire.

Community Substance Abuse Prevention (CSAP) – To conduct community substance abuse prevention activities.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

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

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities. The Organization had no net assets with donor restrictions at September 30, 2023 and 2022.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of NCHC and the ACO through the dissolution date. All intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Risk

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with private, federal, and state agencies. As a result, the Organization may be vulnerable to the consequences of change in the availability of funding sources and economic policies at the agency level.

Revenue Recognition

Below are the revenue recognition policies of the Organization:

Grant and Contract Revenue

Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant obligations. Grants and contracts are recorded as support without donor restrictions if restrictions are met in the year revenue is recognized.

Fees for Programs and Services

Fees for programs and services are recorded as revenue in the period the related services were performed.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when they are no longer required to provide services to that client, which is generally at the date services are performed.

Each performance obligation is separately identifiable from other promises in the contract with the client. As the performance obligations are met (i.e., day of services), revenue is recognized based on allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative standalone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in U.S. GAAP, and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Program service fee revenue is included in the consolidated statements of activities within the fees for program services and is as follows:

	<u>2023</u>	<u>2022</u>
Fees	166,228	227,954
Other	<u>11,085</u>	<u>14,257</u>
Net program service fee revenue	<u>\$ 177,313</u>	<u>\$ 242,211</u>

Accounts, grants, and contracts receivable, net related to exchange transactions were \$445,009, \$198,948, and \$247,933 as of September 30, 2023, 2022, and 2021 respectively.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Accounts, Grants, and Contracts Receivable

The Organization has receivable balances due from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectibility and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstances when determining the collectibility of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for grants and contracts of \$5,880 and \$9,853 as of September 30, 2023 and 2022, respectively. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

Certificates of Deposit

The Organization has four certificates of deposit that may be withdrawn without penalty with one financial institution. These certificates carry original terms of 6 months to 24 months, have interest rates ranging from .35% to 4.50%, and mature at various dates through fiscal year 2024.

Property and Equipment

The Organization generally capitalizes property and equipment with an estimated useful life in excess of one year and installed costs over \$2,500. Lesser amounts are generally expensed. Property and equipment is capitalized at cost if purchased or at fair market value if donated.

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and equipment	3 - 7 years
Dental equipment	5 - 7 years
Furniture and fixtures	5 - 7 years
Vehicles	5 years

Depreciation expense totaled \$58,089 and \$5,945 for the years ended September 30, 2023 and 2022, respectively.

Deferred Revenue

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

Memorandum of Agreement Expenses

The Organization has entered into agreements (MOA) with subrecipients to help position program participants to deliver integrated physical and behavioral health care that addresses the full range of individuals' needs, to expand capacity to address emerging and ongoing behavioral health needs, to reduce gaps in care across settings by improving coordination across providers, and to address relevant alternative payment models. Expenditures associated with these agreements include payments to subrecipients, service provider contracts, and consulting costs.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. The Organization had no unrelated business income activity subject to taxation for the years ended September 30, 2023 and 2022.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

The Organization has adopted the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Subtopic 740-10, *Income Taxes - Overall*. FASB ASC Subtopic 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Based on management's evaluation, management has concluded that there were no significant uncertain tax positions requiring recognition in the consolidated financial statements at September 30, 2023 and 2022.

Although the Organization is not currently the subject of a tax examination by the Internal Revenue Service or the State of New Hampshire, the Organization's tax years ended September 30, 2020 through September 30, 2023 are open to examination by the taxing authorities under the applicable statute of limitations.

Functional Expenses

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy, which are allocated on a square-footage basis, as well as salaries and benefits, which are allocated on the basis of estimates of time and effort.

Right-of-Use Asset and Lease Liability

Effective October 1, 2022, the Organization adopted FASB ASC Topic 842, *Leases* (Topic 842). The Organization determines if an arrangement is a lease or contains a lease at inception of a contract. A contract is determined to be or contain a lease if the contract conveys the right to control the use of identified property, plant, or equipment (an identified asset) in exchange for consideration. The Organization determines these assets are leased because the Organization has the right to obtain substantially all of the economic benefit from and the right to direct the use of the identified asset. Assets in which the supplier or lessor has the practical ability and right to substitute alternative assets for the identified asset and would benefit economically from the exercise of its right to substitute the asset are not considered to be or contain a lease because the Organization determines it does not have the right to control and direct the use of the identified asset. The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

In evaluating its contracts, the Organization separately identifies lease and non-lease components, such as common area and other maintenance costs, in calculating the right-of-use (ROU) assets and lease liabilities for its office buildings and other assets. The Organization has elected the practical expedient to not separate lease and non-lease components and classifies the contract as a lease if consideration in the contract allocated to the lease component is greater than the consideration allocated to the non-lease agreement.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

Leases result in the recognition of ROU assets and lease liabilities on the consolidated statement of financial position. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Organization determines lease classification as operating or finance at the lease commencement date. The Organization did not have any finance leases as of September 30, 2023.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. Topic 842 requires the use of the implicit rate in the lease when readily determinable. As the leases do not provide an implicit rate, the Organization uses the treasury bill rate for a term comparable to the life of the lease based on the information available at the commencement date to determine the present value of lease payments. This rate represents one which would be incurred to borrow, on a collateralized basis, over a similar term, an amount equal to the lease payments over a similar term.

The lease term may include options to extend or to terminate the lease that the Organization is reasonably certain to exercise. Lease expense for operating leases is recognized on a straight-line basis over the lease term.

The Organization has elected not to record leases with an initial term of 12 months or less on the consolidated statement of financial position. Lease expense on such leases is recognized on a straight-line basis over the lease term.

Upon adoption of Topic 842, the Organization elected the package of practical expedients permitted under the transition guidance within the new standard which includes the following: relief from determination of lease contracts included in existing or expiring leases at the point of adoption, relief from having to reevaluate the classification of leases in effect at the point of adoption, and relief from reevaluation of existing leases that have initial direct costs associated with the execution of the lease contract.

The adoption of Topic 842 resulted in the recognition of the below assets and liabilities on October 1, 2022:

Right-of-use asset - operating	\$ <u>199,320</u>
Lease liability - operating	\$ <u>199,320</u>

Results for the period prior to October 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment for leases.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. These accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2023.

The Organization manages credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains Insured Cash Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insured limits. Cash at these institutions is held in interest-bearing money market accounts.

3. Leases

The Organization has entered into the following lease agreement:

Operating Lease

The Organization leases office space in Littleton, New Hampshire for administrative purposes under an operating lease that expires in May 2024 with two one-year renewal options.

Lease Cost

The following table summarizes the Organization's lease related costs for the year ended September 30, 2023:

Operating lease cost	\$ <u>84,786</u>
----------------------	------------------

Other Information - Operating Lease

Cash paid for amounts included in the measurement of lease liabilities:	\$77,412
Weighted average remaining term:	1.67 years
Weighted-average discount rate:	4.24%

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

Future Minimum Lease Payments and Reconciliation to the Consolidated Statement of Financial Position

Approximate future minimum payments under the leases having initial or remaining terms in excess of one year as of September 30, 2023 are as follows:

2024	\$ 79,347
2025	<u>53,773</u>
Total future undiscounted lease payments	133,120
Less present value discount	<u>(4,387)</u>
Total lease liability	\$ <u>128,733</u>

4. Deferred Revenue

The summary of the components of deferred revenue as of September 30 are as follows:

	<u>2023</u>	<u>2022</u>
Deferred revenue, IDN	\$ -	\$ 82,554
Deferred revenue, other	<u>231,003</u>	<u>375,490</u>
Total	\$ <u>231,003</u>	\$ <u>458,044</u>

5. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization in 2023 and 2022.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be members of the Board of Directors of NCHC. Amounts paid to these organizations were \$5,600 and \$339,352 for the years ended September 30, 2023 and 2022, respectively. There were no balances due to or from these organizations as of September 30, 2023 or 2022.

6. Retirement Plan

The Organization participates in a defined contribution plan under section 401(k) of the Internal Revenue Code (the Plan). Under the Plan, all employees are eligible, regardless of age. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to Internal Revenue Service limitations. Monthly employer contributions are \$50 for each part-time employee and \$100 for each full-time employee. Employer contributions for the years ended September 30, 2023 and 2022 were \$30,205 and \$30,689, respectively.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

7. Liquidity and Availability of Financial Assets

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are comprised of the following as of September 30:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 384,083	\$ 925,998
Accounts receivable, grants, and contracts, net	<u>676,648</u>	<u>567,360</u>
	<u>\$ 1,060,731</u>	<u>\$ 1,493,358</u>

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

8. Contingencies

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained. Management estimates that any potential liability related to such audits will be immaterial.

The Organization may be involved in various claims or legal actions arising in the ordinary course of business. The ultimate disposition of any such matters is indeterminable, but in the opinion of management, the amount of any potential liabilities would not have a significant impact on the Organization's financial condition.

9. Subsequent Events

In accordance with FASB ASC Topic 855, *Subsequent Events*, management has evaluated subsequent events for possible recognition or disclosure through March 26, 2024, which is the date these consolidated financial statements were available to be issued.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

10. Contributed Nonfinancial Assets

For the year ended September 30, 2022, contributed nonfinancial assets recognized within the consolidated statement of activities consisted of a vehicle with a fair value of \$368,063 with certain parts of maintenance totaling \$12,569. There were no contributed nonfinancial assets recognized for the year ended September 30, 2023. Unless otherwise noted, contributed nonfinancial assets did not have donor-imposed restrictions. The Organization does not monetize contributed nonfinancial assets. Donations are valued and reported at their estimated fair value based on current rates for similar items.

SUPPLEMENTARY INFORMATION

NORTH COUNTRY HEALTH CONSORTIUM AND SUBSIDIARY

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2023

<u>Federal grantor/pass-through grantor/program title</u>	<u>Federal AL Number</u>	<u>Pass-through Number</u>	<u>Federal Expenditures</u>
U.S. Department of Agriculture Passed through: UNH Extension Collaborative On Immunization Teaching & Engagement	10.229	2021-77041-34831 (EXC220212118)	\$ <u>31,847</u>
Total U.S. Department of Agriculture:			<u>31,847</u>
U.S. Department of Health and Human Services Direct Programs:			
Drug-Free Communities Support Program Grants	93.276	N/A	<u>125,635</u>
Passed through: State of New Hampshire - DHHS Public Health Emergency Preparedness	93.069	NU90TP922018	<u>93,991</u>
Passed through: University of Dartmouth Area Health Education Center Area Health Education Centers Point of Service Maintenance and Enhancement Awards	93.107	2 U77HP03627-19- 00	<u>127,870</u>
Passed through: GSCH/DHHS Substance Abuse and Mental Health Services_Projects of Regional and National Significance	93.243	N/A	<u>9,836</u>
Passed through: SNHAHEC/Lamprey Advanced Nursing Education Grant Program	93.247	N/A	<u>4,289</u>
Passed through: State of New Hampshire - DHHS Immunization Cooperative Agreements	93.268	NH231P922595	203,984
Immunization Cooperative Agreements	93.268	NH231P922592	<u>31,482</u>
Total AL Number 93.268:			<u>235,466</u>
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NH75OT000031	325,254
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NM01OT009381	<u>77,130</u>
Total AL Number 93.391:			<u>402,384</u>
Passed through: State of New Hampshire - BDAS Opioid STR	93.788	TI83326A	<u>10,471</u>

See accompanying notes to schedule of expenditures of federal awards

NORTH COUNTRY HEALTH CONSORTIUM AND SUBSIDIARY

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2023

<u>Federal grantor/pass-through grantor/program title</u>	<u>Federal AL Number</u>	<u>Pass-through Number</u>	<u>Federal Expenditures</u>
Passed through: State of New Hampshire - DHHS National Bioterrorism Hospital Preparedness Program	93.889	U3REP190580	<u>10,325</u>
Direct Programs:			
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement	93.912	N/A	749,169
Passed through: Mary Hitchcock Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement	93.912	1 P16RH43503-01- 00	<u>11,670</u>
Total AL Number 93.912:			<u>760,839</u>
Passed through: State of New Hampshire - BDAS Block Grants for Prevention and Treatment of Substance Abuse	93.959	TI084659/TI083955	<u>195,382</u>
Preventive Health and Health Services Block Grant	93.991	NB01OT009381	<u>36,647</u>
Total U.S. Department of Health and Human Services:			<u>2,013,135</u>
U.S. Department of Justice Passed through: State of NH Judicial Branch Comprehensive Opioid Abuse Site-Based Program	16.838	N/A	<u>106,369</u>
Total U.S. Department of Justice:			<u>106,369</u>
Total Expenditures of Federal Awards:			<u>\$ 2,151,351</u>

See accompanying notes to schedule of expenditures of federal awards

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards

Year Ended September 30, 2023

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2023. The information in the Schedule is presented in accordance with Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to, and does not, present the financial position, changes in net assets or cash flows of the Organization.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

The Organization has elected not to use the 10% de minimis indirect cost rate.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statement of financial position as of September 30, 2023, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated March 26, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC
Bangor, Maine
March 26, 2024



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended September 30, 2023. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards (U.S. GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with 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 opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. 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 U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each of its major federal programs as a whole.

In performing an audit in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Board of Directors
North Country Health Consortium, Inc. and Subsidiary

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Bangor, Maine
March 26, 2024

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs

Year Ended September 30, 2023

Section I. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Material weakness(es) identified? Yes No

Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

Material weakness(es) identified: Yes No

Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)? Yes No

Identification of major programs:

<u>AL Number</u>	<u>Name of Federal Program or Cluster</u>
93.391	Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises
93.912	Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee? Yes No

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs (Concluded)

Year Ended September 30, 2023

Section II. Financial Statement Findings

Not applicable.

Section III. Federal Award Findings and Questioned Costs

Not applicable.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

**Summary Schedule of Prior Year Findings
and Questioned Costs**

Year Ended September 30, 2023

Section II. Financial Statement Findings

Not applicable.

Section III. Federal Award Findings and Questioned Costs

Not applicable.

NCHC 2023-2024 Board of Directors

President & Chair (O)

Ken Gordon

Chief Executive Officer, Coos County Family Health Services

Vice President & Secretary (O)

Michael Peterson

President & Chief Executive Officer, Androscoggin Valley Hospital

Treasurer (O)

Ann Duffy

Chief Financial Officer, Cottage Hospital

Directors:

Ed Duffy, MD

Executive Vice President/Chief Medical Officer, Littleton Regional Healthcare

Greg Cook

President & Chief Executive Officer, Upper Connecticut Valley Hospital

Jaimie D'Alessandro

Community Member

Jeanne Robillard

Chief Executive Officer, Tri-County Community Action Program

Karen Woods

Vice President of Physician Practices, Weeks Medical Center

Kristina E. Fjeld-Sparks

Director, New Hampshire Area Health Education Center (AHEC)

Margo Sullivan

Executive Director, Androscoggin Valley Home Care

Suzanne Getjens-Oleson

Chief Executive Officer, Northern Human Services

Tiffany Hayes

Chief Nursing Officer, North Country Healthcare

Bob Thompson

Email

Address

Phone



Objective

Continue pursuing a career in the education, substance misuse prevention, and behavioral health fields that improves the lives of others, provides professional fulfillment, and is compatible with personal lifestyle interests.

Experience

Senior Program Manager

North Country Health Consortium
Littleton, NH
September 2019 - Present

Responsible for all management and oversight responsibilities associated with the Consortium's Substance Misuse Portfolio.

Director, Office of Student Wellness

Berlin Public Schools
Berlin, NH
April 2015 - September 2019

Manage SAMHSA funded Project AWARE, Systems of Care Wraparound Services, and Restorative Justice grant programs. Direct all Office of Student Wellness related activities.

Program Manager

North Country Health Consortium
Littleton, NH
March 2007 - April 2015

Responsible for all management level responsibilities associated with the Consortium's Substance Misuse Prevention portfolio.

Programs Manager

Tri-County Community Action Programs
Alcohol and Other Drug Division
Berlin, NH
October-1997 - March-2007

Managed all Impaired Driver Intervention Programs; developed and managed *Adolescent Substance Abuse Prevention (ASAP)* program in Carroll, Coos, and northern Grafton County district courts.

Education

Bachelor of Science

San Diego State University - 1979

Major: Geography/Environmental Studies
Minor: Biology/Conservation

Master of Science

Granite State College - 2014

Leadership/Project Management

Skills and Credentials

Certified Prevention Specialist, 2012 - present; Positive Behavioral Interventions and Supports Trained Trainer Program at University of Connecticut, 2016-17; Board Certified Behavioral Analyst education program, Florida Institute of Technology 2017; Selectman, Town of Jackson, 2012 - present.

Anne-Marie Gagne



Education

Berlin High School 1975-1979

Notre Dame College 1995-1997

College for Lifelong Learning 1999-2000

Advanced Teacher Aide Advanced Certification

Paraeducator II Certification

White Mountain Community College Berlin, NH

Certificate in Special Education/Teacher

Training

2002-2004

Training

Conscious Discipline Facilitator 2022-present

Pyramid Model Process Coach 2022-2023

Pyramid Model SEL Coach 2020-2023

Crisis Prevention Intervention Certified 2017-2023

LIFTS Lesley University Cambridge, MA 2020

The Impact of Trauma on Learning/Developing

Trauma Sensitive Schools

Sadhana Yoga School Keene, NH 2017-2018

Registered Yoga Teacher Training RYT 200

Child's Yoga Certification 95

Mindful Practices Chicago, IL 2016-2017

ISEL Specialist Certification

Experience

North Country Health Consortium

School SEL Coordinator 7/23-present

Work with the Opioid Abatement Project Director to coordinate the development of a comprehensive

assessment of Coos and Northern Grafton County

School Administrative Units (SAU) to identify and

Address gaps in Behavioral Health and Social

Emotional learning supports in Northern Grafton

and Coos County SAUs.

-Promote delivery of Multi-Tiered Systems of Supports (MTSS)

-Oversee training programs focusing on age-appropriate SEL opportunities for students.

-Work within SAU's to identify staff interest to

Become in-district certified Mindful Practices SEL educators.

-Ensure SAUs have effective tools to authentically

connect with students of all backgrounds.

-Facilitate improved resources and referral relationships between schools and community-

based agencies.

Berlin Elementary School 1998-6/2023

Berlin, New Hampshire

SEL Specialist 2016-2023

Behavior Interventionist

Title I Paraprofessional 2001-2017

1:1 Paraprofessional 1998-2001

-Provide training to staff and faculty on Everyday

SEL Best Practices, Yoga, and mindfulness.

-Organize, prepare, and conduct Tier 1, 2, & 3 SEL intervention materials and share with teachers.

JOY NOEL

Opioid Abatement Program/ Substance Misuse Prevention Program Manager

CONTACT

[REDACTED]
[REDACTED]

SKILLS

Business Leadership
Community Relations
Resource
Development
Communications
Strategic Planning
Event Management
Recruitment
Computer Proficiency

EDUCATION

NH Community
Technical
College- Nashua, NH
2005-2007

Business
Administration

PROFILE

Enthusiastic professional with a strong sense of dedication, motivation and responsibility to help cultivate and enrich local, rural communities.

EXPERIENCE

OAP/SMP Program Manager | North Country Health Consortium- Littleton, NH

2023-PRESENT

- Overall program management for NCHC's Substance Misuse Program which includes staff supervision, program, and budget management, and ensuring compliance with all contractual and regulatory obligations related to program budgets, contracts, work plans, evaluation plans, and reporting.
- Collaborate with staff from other NCHC SMP program areas to ensure alignment of programs across the team and efficient utilization of resources.
- Provide oversight and management of the Opioid Abatement Program budget.
- Be responsible for managing contracts and communications with NH Division of Public Health Services staff, including contract renewal, amendment, and reporting.
- Serve as a liaison with academic, state, federal, and private agencies involved with prevention work.
- Foster partner engagement to build upon the successful innovative collaboration for improving the health status of the region.
- Build positive relations within the team and external parties by keeping all stakeholders up to date with relevant project information, communicating to ensure maximum efficiency and participating as a team member to complete program deliverables.
- Collaborate with NCHC staff on grant writing activities and sustainability planning as requested.
- Cross collaboration with other NCHC program areas as required.
- Participate in NCHC's Leadership Team meetings on a regular basis and join NCHC's management team meeting as requested.

- Duties, responsibilities, and activities may change, or new ones may be assigned at any time with or without notice.

Director of Operations | AHEAD, Inc.- Littleton, NH

2016-2023

- Oversee day-to-day corporate administration and resource development operations.
- Work collaboratively with senior managers, board members, committees, community partners and staff to effectuate the organization's mission.
- Assist with analysis, development and adherence of the annual budget.
- Prepare organizational publications such as annual reports, appeal letters, email campaigns, social media blasts, marketing materials and newsletters for internal and external communications.
- Plan, organize and deploy special events; solicit corporate sponsorships and donations accordingly.
- Devise and implement donor stewardship while adhering to ethical fundraising principles.
- Manage systems of soliciting, receiving, processing, acknowledging and reporting contributions using donor management software.
- Write funding requests and grant applications to obtain supplemental funds as needed.
- Co-lead Race, Equity, Diversity, Inclusion (REDI) Committee which involves identifying opportunities and executing effective strategies.
- Cultivate and maintain strong relationships in the community in addition to recruiting board, committee members, volunteers and advocates.

Administrative Assistant/Accounting | McLure's- Littleton, NH

2016-2023

- Performed accounting duties such as accounts payable for two companies, purchase orders, receipts of goods and production entries.
- Completed scheduled inventory counts of raw materials and finished goods and supply audits to track shrinkage.
- Coordinated shipments from production to end-user and scheduled weekly pickups and deliveries.
- Provided administrative and management assistance to auditor and directed activities in the office.
- Conducted standardized inspections to check processes and adequacy of internal control structure.
- Researched quality control specifications for finished goods and generated analysis certificates.
- Oversaw the Preventative Maintenance Program including SOP and SSOP systems.

ANDREW BROWN

Systems Administrator and IT Project Manager

CONTACT

SKILLS

Office 365 Administrator
Active Directory
Administrator
Windows Support
Administrator
Salesforce Administrator
Population Health
Tracking and Analysis
Help Desk
Mobile Device
Management
Data Analysis
Program Evaluation

EDUCATION

UVM
2002-2004
BA in Political Science

PROFILE

User-focused systems administrator, with an emphasis on deploying flexible technologies and evaluation tools to serve the needs of a fast paced, constantly evolving multi-goal non-profits. I view technology as a tool that should serve a larger, cause. As such, my goal is leveraging technology and data as a tool to empower positive community change.

EXPERIENCE

Junior Engineer – Ammonoosuc Computer Services

2002-2003

Responsible for assisting senior engineers in resolving a variety of calls at a managed service provider with dozens of business clients in Northern NH and VT. Support of domain controllers, web servers, networking and desktop support across a variety of deployment types.

NCHC Systems Administrator

2005-2016

Took the lead in managing all information technology systems at a nonprofit managing a variety of grant-funded initiatives. Included helpdesk, server support, windows desktop support, management of a SQL database for client screenings and a mobile dental clinic EHR. Also assisted in evaluation, including aggregation of several multi-agency reporting initiatives:

Management Information Systems Administrator

2016-Current

Manages all information technology systems at a nonprofit managing a variety of grant funding initiatives and a 24/7 residential SUD treatment facility. Included helpdesk, server support, windows desktop support, cloud-based services (including office 365 and Salesforce), video surveillance system. Took the lead in project management for tech improvements, including a successful CRM implementation and migration of key services to cloud-based assets. Handled transition of organization to remote work during the COVID-19 pandemic and operation and eventual closing of 24/7 treatment site.

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: North Country Health Consortium

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Bob Thompson	Sr. Programs Manager	\$27,372.00	\$84,791.00
Anne-Marie Gagne	SEL Coordinator	\$53,200.00	\$53,560.00
Joy Noel	OAP Project Manager	\$48,289.00	\$60,770.00
Andrew Brown	IT Coordinator	\$2,436.00	\$81,757.00
		\$0.00	\$0.00
		\$0.00	\$0.00



Lori A. Weaver
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

ARC
5B

March 25, 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 an existing agreement with the Grantee listed below in bold for the continued development and implementation of opioid abatement programs, by exercising a Grant Agreement renewal option, with no change to the overall price limitation of \$6,541,114 and extending the completion date from May 3, 2024 to May 3, 2025, effective upon Governor and Council approval. 100% Other Funds (Opioid Abatement Trust Fund).

The original agreements were approved by Governor and Council on May 3, 2023, item #13.

Grantee Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Archways (Tilton, NH)	310158-B001	Central NH	\$284,034	\$0	\$284,034
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	\$353,350	\$0	\$353,350
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	\$173,888	\$0	\$173,888
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	\$209,365	\$0	\$209,365
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	\$453,847	\$0	\$453,847
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	\$800,000	\$0	\$800,000

Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	\$200,000	\$0	\$200,000
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	\$575,737	\$0	\$575,737
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	\$269,645	\$0	\$269,645
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	\$574,350	\$0	\$574,350
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	\$217,028	\$0	\$217,028
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	\$875,000	\$0	\$875,000
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	\$263,787	\$0	\$263,787
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	\$264,000	\$0	\$264,000
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	\$568,813	\$0	\$568,813

Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	\$458,270	\$0	\$458,270
		Total:	\$6,541,114	\$0	\$6,541,114

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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 Grantee to continue developing and implementing the opioid abatement projects approved by the Opioid Abatement Advisory Commission (Commission) through a no-cost renewal as directed by the Commission. Unused funding from State Fiscal Year 2024 will be carried forward to State Fiscal Year 2025, resulting in no additional cost to the Opioid Abatement Trust Fund.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served through May 3, 2025.

The Grantee will continue to develop and implement the Student Wellness and Support program, Juvenile Restorative Justice program, and Youth Leadership Through Adventure program. The Grantee will continue to provide training, coordination, and support for public school programs and services to help students with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/Mental Health (SUD/MH) issues, or students who have been affected by OUD and any co-occurring SUD/MH issues within their families. Additionally, the Grantee will continue supporting evidence-based prevention programs and services that promote healthy, drug-free lifestyles; reduce isolation; build skills and confidence; and facilitate and strengthen community-based prevention efforts.

The Department will continue to monitor services by reviewing annual reports and conducting regular meetings with the Grantee.

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

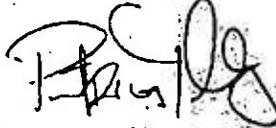
Should the Governor and Executive Council not authorize this request, the Grantee will be unable to fully develop and implement the opioid abatement projects, leaving local public-school personnel less equipped to support students with OUD and any co-occurring SUD/MH issues. Additionally, the Grantee would not have the ability to administer evidence-based prevention programs focused on healthy, drug-free lifestyles; isolation reduction; and skills-building. Efforts to facilitate and strengthen community-based prevention activities will be hampered as well.

Area served: North Country.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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

Respectfully submitted,



for
Lori A. Weaver
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center

VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$23,670.00	\$0.00	\$23,670.00
2024	102-500731	Contracts for Program Services	92053950	\$142,017.00	\$0.00	\$142,017.00
2025	102-500731	Contracts for Program Services	92053950	\$118,347.00	\$0.00	\$118,347.00
		Sub Total		\$284,034.00	\$0.00	\$284,034.00

Boys and Girls Club of Greater Nashua

VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$29,021.00	\$0.00	\$29,021.00
2024	102-500731	Contracts for Program Services	92053950	\$179,225.00	\$0.00	\$179,225.00
2025	102-500731	Contracts for Program Services	92053950	\$145,104.00	\$0.00	\$145,104.00
		Sub Total		\$353,350.00	\$0.00	\$353,350.00

County of Cheshire

VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$14,491.00	\$0.00	\$14,491.00
2024	102-500731	Contracts for Program Services	92053950	\$86,944.00	\$0.00	\$86,944.00
2025	102-500731	Contracts for Program Services	92053950	\$72,453.00	\$0.00	\$72,453.00
		Sub Total		\$173,888.00	\$0.00	\$173,888.00

County of Merrimack

VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$17,152.00	\$0.00	\$17,152.00
2024	102-500731	Contracts for Program Services	92053950	\$106,455.00	\$0.00	\$106,455.00
2025	102-500731	Contracts for Program Services	92053950	\$85,758.00	\$0.00	\$85,758.00
		Sub Total		\$209,365.00	\$0.00	\$209,365.00

County of Sullivan

VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$75,841.00	\$0.00	\$75,841.00
2024	102-500731	Contracts for Program Services	92053950	\$378,206.00	\$0.00	\$378,206.00
		Sub Total		\$453,847.00	\$0.00	\$453,847.00

Dismas Home of New Hampshire

B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$500,000.00	\$0.00	\$500,000.00
2024	102-500731	Contracts for Program Services	92053950	\$150,000.00	\$0.00	\$150,000.00
2025	102-500731	Contracts for Program Services	92053950	\$150,000.00	\$0.00	\$150,000.00
		Sub Total		\$800,000.00	\$0.00	\$800,000.00

Elliott Hospital

VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$16,667.00	\$0.00	\$16,667.00
2024	102-500731	Contracts for Program Services	92053950	\$100,000.00	\$0.00	\$100,000.00
2025	102-500731	Contracts for Program Services	92053950	\$83,333.00	\$0.00	\$83,333.00
		Sub Total		\$200,000.00	\$0.00	\$200,000.00

Greater Seacoast Community Health

B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount

2023	102-500731	Contracts for Program Services	92053950	\$43,227.00	\$0.00	\$43,227.00
2024	102-500731	Contracts for Program Services	92053950	\$316,375.00	\$0.00	\$316,375.00
2025	102-500731	Contracts for Program Services	92053950	\$216,135.00	\$0.00	\$216,135.00
Sub Total				\$575,737.00	\$0.00	\$575,737.00

VDR - 275119 -
B001

Hope On Haven Hill

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$27,608.00	\$0.00	\$27,608.00
2024	102-500731	Contracts for Program Services	92053950	\$103,999.00	\$0.00	\$103,999.00
2025	102-500731	Contracts for Program Services	92053950	\$138,038.00	\$0.00	\$138,038.00
Sub Total				\$269,645.00	\$0.00	\$269,645.00

Makin It Happen Coalition for Resilient Youth

B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$45,492.00	\$0.00	\$45,492.00
2024	102-500731	Contracts for Program Services	92053950	\$301,400.00	\$0.00	\$301,400.00
2025	102-500731	Contracts for Program Services	92053950	\$227,458.00	\$0.00	\$227,458.00
Sub Total				\$574,350.00	\$0.00	\$574,350.00

Mid-State Health Center

B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$23,371.00	\$0.00	\$23,371.00
2024	102-500731	Contracts for Program Services	92053950	\$76,800.00	\$0.00	\$76,800.00
2025	102-500731	Contracts for Program Services	92053950	\$116,857.00	\$0.00	\$116,857.00
Sub Total				\$217,028.00	\$0.00	\$217,028.00

VDR - 330454 -
B001

New Hampshire Harm Reduction Coalition

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$62,500.00	\$0.00	\$62,500.00
2024	102-500731	Contracts for Program Services	92053950	\$500,000.00	\$0.00	\$500,000.00
2025	102-500731	Contracts for Program Services	92053950	\$312,500.00	\$0.00	\$312,500.00
Sub Total				\$875,000.00	\$0.00	\$875,000.00

VDR - 158557 -
B001

North Country Health Consortium

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$43,964.00	\$0.00	\$43,964.00
2024	102-500731	Contracts for Program Services	92053950	\$219,823.00	(\$23,823.00)	\$196,000.00
2025	102-500731	Contracts for Program Services	92053950	\$0.00	\$23,823.00	\$23,823.00
Sub Total				\$263,787.00	\$0.00	\$263,787.00

The Upper Room, A Family Resource Center

B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$22,000.00	\$0.00	\$22,000.00
2024	102-500731	Contracts for Program Services	92053950	\$132,000.00	\$0.00	\$132,000.00
2025	102-500731	Contracts for Program Services	92053950	\$110,000.00	\$0.00	\$110,000.00
Sub Total				\$264,000.00	\$0.00	\$264,000.00

TLC Family Resource Center

VDR - 170625 -

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$48,810.00	\$0.00	\$48,810.00
2024	102-500731	Contracts for Program Services	92053950	\$275,951.00	\$0.00	\$275,951.00
2025	102-500731	Contracts for Program Services	92053950	\$244,052.00	\$0.00	\$244,052.00
Sub Total				\$568,813.00	\$0.00	\$568,813.00

Weeks Medical Center

VDR - 177171 -

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	\$40,773.00	\$0.00	\$40,773.00
2024	102-500731	Contracts for Program Services	92053950	\$213,635.00	\$0.00	\$213,635.00

2025	102-500731	Contracts for Program Services	92053950	\$203,862.00	\$0.00	\$203,862.00
		Sub Total		\$458,270.00	\$0.00	\$458,270.00

Overall Total						\$8,541,114.00
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Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number			Amount:
2023	102-500731	Contracts for Program Services	92053950			\$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950			\$3,259,007.00
2025	102-500731	Contracts for Program Services	92053950			\$2,247,720.00
		Sub Total				\$6,541,114.00

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

This Amendment to the Opioid Abatement Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Health Consortium ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 3, 2023 (Item #13); 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:
May 3, 2025
2. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 and Exhibit C-2 Budget, Amendment #1.
3. Modify Exhibit C-1, Budget by deleting and replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
4. Add Exhibit C-2, 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 upon Governor and Council approval:

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

State of New Hampshire
Department of Health and Human Services

3/25/2024

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

North Country Health Consortium

3/25/2024

Date

DocuSigned by:

Lauren Pearson

Name: Lauren Pearson

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

3/25/2024

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services	
Grantee Name: <i>North Country Health Consortium</i>	
Budget Request for: <i>Opioid Abatement Programs</i>	
Budget Period: <i>G&C Approval Date to 6/30/2024</i>	
Indirect Cost Rate (if applicable): <i>30.4% Salaries and Wages only</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$114,697
2. Fringe Benefits	\$26,481
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5(a) Supplies - Educational	\$682
5(b) Supplies - Lab	\$0
5(c) Supplies - Pharmacy	\$0
5(d) Supplies - Medical	\$0
5(e) Supplies Office	\$2,775
6. Travel	\$10,592
7. Software	\$1,819
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$40,026
Total Direct Costs	\$197,052
Total Indirect Costs	\$42,912
TOTAL	\$239,964

New Hampshire Department of Health and Human Services	
Grantee Name: <i>North Country Health Consortium</i>	
Budget Request for: <i>Oploid Abatement Programs</i>	
Budget Period: <i>7/1/2024 to 5/3/2025</i>	
Indirect Cost Rate (if applicable): <i>30.4% Salaries and Wages only</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$11,386
2. Fringe Benefits	\$2,627
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$318
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$25
6. Travel	\$1,052
7. Software	\$181
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
9. Subrecipient Contracts	\$3,974
Total Direct Costs	\$19,563
Total Indirect Costs	\$4,260
TOTAL	\$23,823



Lois A. Weaver
Interim 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

April 18, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-88, in an amount not to exceed \$6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date*
Archways (Tilton, NH)	310158- B001	Central NH	\$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081- B001	Greater Nashua	\$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372- B001	Cheshire County	\$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435- B001	Merrimack County	\$209,385	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482- B004	Sullivan County	\$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290081- B001	Statewide	\$800,000	96 Months from G&C approval**

Elliot Hospital of the City of Manchester (Manchester, NH)	177179- B005	Statewide	\$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629- B001	Statewide	\$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119- B001	Statewide	\$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209- B001	Greater Manchester	\$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055- B001	Southern Grafton County	\$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454- B001	Statewide	\$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557- B001	North Country	\$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210- B001	Greater Derry, NH	\$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625- B001	Sullivan and Lower Grafton County	\$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171- B001	Coos and Upper Grafton County	\$458,270	24 Months from G&C approval
		Total	\$6,641,114	

*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 86-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

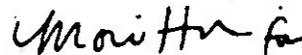
Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

**05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND
(100% Other Funds)**

Archways, formerly Greater Tilton Area Family Resource Center

VDR - 310158 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$23,670.00
2024	102-500731	Contracts for Program Services	92053950	\$142,017.00
2025	102-500731	Contracts for Program Services	92053950	\$118,347.00
Sub Total				\$284,034.00

Boys and Girls Club of Greater Nashua

VDR - 167081 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$29,021.00
2024	102-500731	Contracts for Program Services	92053950	\$179,225.00
2025	102-500731	Contracts for Program Services	92053950	\$145,104.00
Sub Total				\$353,350.00

County of Cheshire

VDR - 177372 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$14,491.00
2024	102-500731	Contracts for Program Services	92053950	\$88,944.00
2025	102-500731	Contracts for Program Services	92053950	\$72,453.00
Sub Total				\$173,888.00

County of Merrimack

VDR - 177435 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$17,152.00
2024	102-500731	Contracts for Program Services	92053950	\$106,455.00
2025	102-500731	Contracts for Program Services	92053950	\$85,758.00
Sub Total				\$209,365.00

County of Sullivan

VDR - 177482 - B004

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$75,641.00
2024	102-500731	Contracts for Program Services	92053950	\$378,206.00
Sub Total				\$453,847.00

Dismas Home of New Hampshire

VDR - 290061 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$500,000.00
2024	102-500731	Contracts for Program Services	92053950	\$150,000.00
2025	102-500731	Contracts for Program Services	92053950	\$150,000.00
Sub Total				\$800,000.00

Elliott Hospital

VDR - 177178 - B005

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$18,887.00
2024	102-500731	Contracts for Program Services	92053950	\$100,000.00
2025	102-500731	Contracts for Program Services	92053950	\$83,333.00
Sub Total				\$200,000.00

Greater Seacoast Community Health

VDR - 166629 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$43,227.00
2024	102-500731	Contracts for Program Services	92053950	\$316,375.00
2025	102-500731	Contracts for Program Services	92053950	\$216,135.00
Sub Total				\$575,737.00

Hope On Haven Hill

VDR - 275119 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$27,808.00
2024	102-500731	Contracts for Program Services	92053950	\$103,999.00
2025	102-500731	Contracts for Program Services	92053950	\$138,038.00
Sub Total				\$269,845.00

Makin It Happen Coalition for Resilient Youth

VDR - 319209 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$45,492.00
2024	102-500731	Contracts for Program Services	92053950	\$301,400.00
2025	102-500731	Contracts for Program Services	92053950	\$227,458.00
Sub Total				\$574,350.00

Mid-State Health Center

VDR - 158055 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$23,371.00
2024	102-500731	Contracts for Program Services	92053950	\$76,800.00
2025	102-500731	Contracts for Program Services	92053950	\$116,857.00
Sub Total				\$217,028.00

New Hampshire Harm Reduction Coalition

VDR - 330454 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$62,500.00
2024	102-500731	Contracts for Program Services	92053950	\$500,000.00
2025	102-500731	Contracts for Program Services	92053950	\$312,500.00
Sub Total				\$875,000.00

North Country Health Consortium

VDR - 158557 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$43,964.00
2024	102-500731	Contracts for Program Services	92053950	\$219,823.00
Sub Total				\$263,787.00

The Upper Room, A Family Resource Center

VDR - 174210 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$22,000.00
2024	102-500731	Contracts for Program Services	92053950	\$132,000.00
2025	102-500731	Contracts for Program Services	92053950	\$110,000.00
Sub Total				\$264,000.00

TLC Family Resource Center

VDR - 170625 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$48,810.00
2024	102-500731	Contracts for Program Services	92053950	\$275,851.00
2025	102-500731	Contracts for Program Services	92053950	\$244,052.00
Sub Total				\$568,813.00

Weeks Medical Center

VDR - 177171 - B001

State/Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$40,773.00
2024	102-500731	Contracts for Program Services	92053950	\$213,835.00
2025	102-500731	Contracts for Program Services	92053950	\$203,862.00
Sub Total				\$458,270.00

Overall Total	\$6,541,114.00
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Summary all by SFY

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	\$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	\$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	\$2,223,897.00
		Sub Total		\$6,541,114.00

RG-2023-DBH-01-OPIOI: Opioid Abatement Programs

Applicant Name	Project Title	Funding Request	Recommended by the Commission
Archways	Peer Recovery: Youth Program and Community Corrections	\$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	\$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	\$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	\$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	\$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	\$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	\$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	\$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	\$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	\$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	\$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	\$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	\$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	\$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	\$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	\$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	\$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	\$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	\$66,460	Yes
ARC NH	Peer Recovery Support	\$642,962	No
City of Manchester, Fire Department	Community Response Unit	\$566,882	No

County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	\$506,476	No
Elliot Hospital	Just Treatment	\$785,899	No
Elliot Hospital	Roads to Treatment	\$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults with any substance use disorder in New Hampshire Drug Courts	\$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	\$170,895	No
Hillsborough County Dept. of Corrections	MAT	\$329,189	No
JSI Research & Training Institute	The Partnership at Drug Free NH	\$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	\$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	\$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	\$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	\$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	\$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	\$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	\$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	\$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	\$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	\$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	\$725,349	No
Strafford County	Medication Assisted Treatment Program	\$1,732,750	No
Sullivan County	Recovery Clinical Support	\$401,340	No
Sullivan County	Future Funding for MAT	\$901,076	No
Sullivan County	Reimbursement	\$837,653	No
Weeks Medical Center	School Based Programming	\$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	\$1,600,680	Disqualified

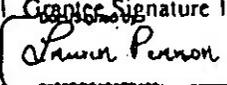
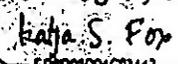
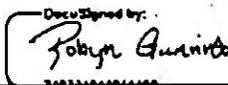
Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-14)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

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. Grantee Name North Country Health Consortium		1.4. Grantee Address 262 Cottage Street, Unit 230 Littleton, NH 03561	
1.5. Grantee Phone # (603) 259-4785	1.6. Account Number 05-095-092-920510- 39500000-102-500731	1.7. Completion Date 12 Months from G&C Approval	1.8. Grant Limitation \$263,787
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: ? By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1  4/7/2023		1.12. Name & Title of Grantee Signor 1 Lauren Pearson Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s)  4/10/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 4/11/2023			
1.16. Approval by Governor and Council (if applicable) By: _____ On: _____			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

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3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.3 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
 18. **WAIVER OF BREACH.** 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 19. **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 first above given.
 20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **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.
 23. **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 relating hereto.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee 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 Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee 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
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission) in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.
- 1.2. The Grantee must ensure services are available in the North Country of New Hampshire (North Country).
- 1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.
- 1.5. The Grantee must provide training, coordination, and support for public school programs and services to help students with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/ Mental Health (SUD/MH) issues, or who have been affected by OUD and any co-occurring SUD/MH issues within their family by developing and implementing a Student Wellness and Support Program (SWSP). The Grantee must ensure the SWSP:
 - 1.5.1. Provides opportunities for all students to be successful learners in the natural school setting;
 - 1.5.2. Improves access to Social Emotional Learning (SEL) supports and positive youth development opportunities;
 - 1.5.3. Assists the school system to become a trauma-sensitive school district including:
 - 1.5.3.1. Behavioral Health Intervention Teams (BHIT) to identify and provide for student SEL and Mental Health (MH) needs; and
 - 1.5.3.2. Systems that work at the community level to identify children and youth in need of increased levels of behavioral supports in order to be successful in natural school settings;
 - 1.5.4. Aligns with the evidence-based Positive Behavioral Interventions and Supports (PBIS) Framework's three (3) tiered system that supports students' behavioral, academic, social, emotional, and mental health; and
 - 1.5.5. Delivers SEL/MH interventions to students based on the following tiers:
 - 1.5.5.1. Tier 1: All students;
 - 1.5.5.2. Tier 2: Students who need additional supports to be successful in the natural school setting; and

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

- 1.5.5.3. Tier 3: Individualized interventions to students needing more SEL/MH supports to succeed in the natural school setting.
- 1.5.6. The Grantee must ensure each participating school receives the opportunity for two (2) staff to become certified SEL educators. The Grantee must ensure each Certified SEL Educator:
- 1.5.6.1. Has effective tools to authentically connect with students of all backgrounds;
- 1.5.6.2. Learns how to implement SEL and mindfulness;
- 1.5.6.3. Understands the 'why' behind these critical skills;
- 1.5.6.4. Engages in self-care and community building with peers from across the country; and
- 1.5.6.5. Receive professional development credits and clock hours through trainings.
- 1.5.7. The Grantee must ensure the personnel provided for the SWSP includes:
- 1.5.7.1. One (1) SEL Coordinator, who:
- 1.5.7.1.1. Has completed the two (2)-year Mindful Practices Program, developed by the Collaborative for Academic, Social, and Emotional Learning (CASEL);
- 1.5.7.1.2. Supports North Country schools in becoming trauma-sensitive institutions;
- 1.5.7.1.3. Provides technical assistance and guidance to implement a Behavioral Health Intervention Team (BHIT) approach that addresses the social and emotional needs of students;
- 1.5.7.1.4. Increases awareness and understanding in schools of the impact of Adverse Childhood Experiences (ACEs) within the community;
- 1.5.7.1.5. Collaborates with educators to coordinate delivery of SEL supports;
- 1.5.7.1.6. Trains school staff on programs that improve student social and emotional development; and
- 1.5.7.1.7. Identifies and advances effective, innovative interventions in the region.
- 1.6. The Grantee must support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, and

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

skills and confidence, and facilitate community-based prevention efforts by implementing a Juvenile Restorative Justice Program and Youth Leadership Through Adventure.

1.6.1. Juvenile Restorative Justice Program

1.6.1.1. The Grantee must develop and implement Youth Diversion Programs (YDP), using a Restorative Justice Model, in the North Country as follows:

1.6.1.1.1. Year 1: The Grantee must develop and implement YDP in the towns of Berlin and Gorham, NH.

1.6.1.1.2. Year 2: The Grantee must expand the YDP by developing and implementing up to three (3) additional YDPs in other areas of the North Country.

1.6.1.2. The Grantee must work with local police departments and communities to:

1.6.1.2.1. Create formal structures, policies, and procedures for each YDP;

1.6.1.2.2. Ensure the YDPs focus on the rehabilitation of offenders through reconciliation with victims and the community at large; and

1.6.1.2.3. Achieve accreditation through the NH Juvenile Court Diversion Network.

1.6.2. Youth Leadership Through Adventure (YLTA)

1.6.2.1. The Grantee must ensure the YLTA is implemented:

1.6.2.1.1. As a school-year long strategy with components including, but not limited to:

1.6.2.1.1.1. Summer Leadership Academies.

1.6.2.1.1.2. Adult Advisor trainings.

1.6.2.1.1.3. Middle and High School annual conferences.

1.6.2.1.1.4. The Regional YLTA Team.

1.6.2.1.1.5. Kids in Prevention (KIP) retreats.

1.6.2.1.2. Using experiential educational techniques based on the 15 constructs of Positive Youth Development.

**New Hampshire Department of Health and Human Services
Opioid Abatement Programs**

EXHIBIT B

- 1.6.2.2. The Grantee must reduce substance misuse and improve school climate in every North Country middle and high school through the evidence-based program, including:
- 1.6.2.2.1. Gorham High School;
 - 1.6.2.2.2. Littleton High School;
 - 1.6.2.2.3. Woodsville High School;
 - 1.6.2.2.4. Groveton High School;
 - 1.6.2.2.5. Berlin High School;
 - 1.6.2.2.6. Lisbon High School;
 - 1.6.2.2.7. White Mountain Regional High School;
 - 1.6.2.2.8. Haverhill Cooperative Middle School;
 - 1.6.2.2.9. Monroe Consolidated Middle School;
 - 1.6.2.2.10. Lancaster Middle School;
 - 1.6.2.2.11. Whitefield Middle School;
 - 1.6.2.2.12. Berlin Middle School; and
 - 1.6.2.2.13. Gorham Middle School.
- 1.6.2.3. The Grantee must work with Adolescent Drug and Alcohol Tools, Inc. (ADAPT) to provide support from a trained trainer to all schools to enhance the delivery of this evidence-based program.
- 1.6.3. The Grantee must strengthen community efforts to address substance use and misuse issues of concern in the communities identified above, utilizing the following three (3) strategies:
- 1.6.3.1. Implementing the Centers of Disease Control (CDC's), Opioid Overdose Prevention Program; evidence-based strategies for Preventing Opioid Overdose;
 - 1.6.3.2. Leverage existing leadership team to expand a community-based, multi-sector coalition to address the substance misuse issues of concern; and
 - 1.6.3.3. Coordinate with the NH Recovery Friendly Workplace initiative to recruit businesses and organizations in the designated communities and connect them to the Recovery Friendly Workplace Initiative, making them eligible to receive targeted recovery training and support.
- 1.6.4. In coordination with the local Doorway, the Grantee must ensure the provision of transportation to treatment programs for HIDTA

**New Hampshire Department of Health and Human Services
Opioid Abatement Programs**

EXHIBIT B

communities in the North Country in order to improve access to treatment and recovery supports for individuals with OUD and any co-occurring SUD/MH issues.

1.6.5. The Grantee must ensure the personnel provided to support the Restorative Justice Programs and the HIDTA Support Program includes:

1.6.5.1. One (1) Resiliency Coordinator, who:

1.6.5.1.1. Works with community stakeholders on the identification and response to risk factors including:

1.6.5.1.1.1. ACEs; and

1.6.5.1.1.2. Trauma.

1.6.5.1.2. Works with consortium members and partners to seek creative solutions that address the Social Determinants of Health.

1.6.5.1.3. Provides guidance and support for implementing strategies within:

1.6.5.1.3.1. Youth Restorative Justice Program development; and

1.6.5.1.3.2. Recovery Friendly Workplace advocacy and recruitment.

1.6.5.1.4. Provides coalition development assistance in North Country communities where coalitions do not currently exist.

1.7. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.8. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.8.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.8.2. Ensure the Department is provided with access that includes but is not limited to:

1.8.2.1. Data.

1.8.2.2. Financial records.

1.8.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.8.2.4. Scheduled access to Grantee principals and staff.

1.9. Reporting

1.9.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.9.1.1. The name, mailing address, and physical address of the Grantee;

1.9.1.2. The time period covered by the report;

1.9.1.3. The date the report was prepared;

1.9.1.4. A detailed account of funding spent on approved uses;

1.9.1.5. The number of individuals served;

1.9.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.9.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.9.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee 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 Grantee must 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

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

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 must 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.

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

3.3.3. The Department must 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 Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must 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 Grantee in the performance of the Contract, and all income received or collected by the Grantee.

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

4.2. During the term of this Agreement and the period for retention hereunder

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Grantee 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 Grantee shall ensure each invoice:
 - 4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions; Block 1.7 Completion Date.
7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

- 8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.1.1. Condition A - 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.
 - 8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, 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.
- 8.2.1. 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.
- 8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.
- 8.4. Any Grantee that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.
- 8.5. In addition to, and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken, or which have been disallowed because of such an exception.



New Hampshire Department of Health and Human Services	
Complete one budget form for each State Fiscal Year/Budget Period.	
Grantee Name: <u>North Country Health Consortium</u>	
Budget Request for: <u>Oploid Abatement Programs</u>	
Budget Period: <u>12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)</u>	
Indirect Cost Rate (If applicable): <u>30.4% Salaries and Wages only</u>	
Line Item	Program Cost - Funded by DHMS
1. Salary & Wages	\$126,083
2. Fringe Benefits	\$29,088
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$1,000
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$2,800
6. Travel	\$11,644
7. Software	\$2,000
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
9. Subrecipient Contracts	\$44,000
Total Direct Costs	\$216,615
Total Indirect Costs	\$47,172
TOTAL	\$263,787

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New Hampshire Department of Health and Human Services

Exhibit D

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 D

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 D

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #5**

This Amendment to the Workforce Readiness and Vocational Training Programs for Individuals with Opioid and/or Stimulant Use Disorder contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite Pathways ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 18, 2019 (Item #19), as amended on February 17, 2021 (Item #20), as amended on October 13, 2021 (Item #35), as amended on November 2, 2022 (Item #18), and as amended on September 20, 2023 (Item #42), 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, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,009,373
3. Modify Exhibit A, Amendment #4, Scope of Services; Section 2.23.3 to read:
2.23.3. Prior or current criminal justice involvement.
4. Modify Exhibit A, Amendment #4, Scope of Services; by adding Section 2.29, to read:
2.29. The Contractor shall meet with the Department within 60 business days of the contract effective date to review contract deliverables, grant guideline, and implementation of services.
5. Modify Exhibit A, Amendment #4, Scope of Services; by adding Section 2.30, to read:
2.30. The Contractor shall utilize the Department's closed loop referral solution, and if applicable, the admission, discharge, and transfer solution (referred to collectively as the NH Care Connections Network) for referrals between health and/or human service providers within New Hampshire as the option for referral management and care connections. Utilization includes inputting information and data as necessary into the Department's NH Care Connections Network to facilitate referrals to participating providers, signing any required Network Participation Agreement, and obtaining a participant specific consent for services, including, as required by 42 CFR Part 2.31 identifying all uses and disclosures of the individual's Part 2 record or information by the NHCCN.
2.30.1. The Department's contracts for the NH Care Connections Network incorporate all the costs of developing and maintaining the standards based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may opt to interface with the Department's closed loop referral solution, and if applicable, the admission, discharge, and transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor's system or team to**

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develop or utilize the standard Smart of FHIR or HL-7 based interface are the sole responsibility of the Contractor.

6. Modify Exhibit A, Amendment #4, Scope of Services; Section 4, to read:

4. Reporting

- 4.1. The Contractor shall provide the Department with client-level, non-identifiable data that supports contract deliverables. The Contractor shall ensure client-level, non-identifiable data excludes information allowing the individual to be identified or constructively identified. Constructively identified, means that by using the information provided and what is reasonably and predictably available to a predictable recipient of the information the individual could be identified. The Contractor shall provide non-identified data from which there is no reasonable basis to believe that the data used alone or in combination with other reasonably available information, could be used to identify an individual who is a subject of the information.
- 4.2. The Contractor shall ensure compliance with 42 CFR Part 2 and confidentiality consent, notices, and requirements, as applicable to any data collected or reported.
- 4.3. The Contractor shall collect data on services provided through this Agreement to ensure progress towards program goals and deliverables. The Contractor shall ensure data includes, but is not limited to:
 - 4.3.1. Number and type of recruitment activities for individuals with an OUD/StimUD.
 - 4.3.2. Number of individuals in the program with demographics such as age, gender, race and ethnicity.
 - 4.3.3. Vocational services provided per individual.
 - 4.3.4. Start date of employment per individual.
 - 4.3.5. Type of position per individual.
 - 4.3.6. Name of employers per individual.
 - 4.3.7. Length of employment per individual.
 - 4.3.8. Number of employers recruited per month.
 - 4.3.9. Types of supports provided to employers to recruit, hire, and retain individuals in recovery per month.
 - 4.3.10. Any/all exceptions of individuals not attending the training programs provided.
- 4.4. The Contractor shall report all, if any, exceptions for individuals who do not attend available training programs.
- 4.5. The Contractor shall submit monthly reports to the Department, on the 15th working day of the following month, in a format and via a secure method approved by the Department, inclusive of the Department-approved Closed Loop Referral platform, as applicable. The Contractor shall ensure reports include client-level, de-identified data identified above.
- 4.6. The Contractor shall report on required data points specific to the SOR grant, as identified by SAMHSA over the grant period.
- 4.7. The Contractor may be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA including PII.
- 4.8. The Contractor may be required to provide other key data and metrics to the Department

in a format specified by the Department.

7. Modify Exhibit A, Amendment #4, Scope of Services; Section 5, to read:

5. Government Performance Results Act

5.1. The Contractor shall administer or coordinate the administration of Government Performance Results Act (GPRA) of 1993 and the GPRA Modernization Act of 2010 initial interview and associated follow-ups at six (6) months and discharge for all individuals receiving program services.

5.2. The Contractor shall provide individuals served with clear guidance about the uses and disclosures of the information provided to complete the GPRA, and the use and disclosure of the Part 2 information or other PHI required in order to complete the GPRA. The Contractor shall also provide staff training regarding the confidentiality of the identifiable information included in the GPRA.

5.3. The Contractor shall provide or coordinate ongoing follow-up and support of individuals engaged in services until a discharge GPRA interview is completed. The Contractor shall ensure:

5.3.1. Staff confirms a confidential means of communicating with each individual engaged in services to provide or coordinate ongoing follow up and support;

5.3.2. Contact with each individual is attempted during a time when the individual would normally be available. Contact shall be made in person, by telephone, or by an alternative method approved by the Department, according to the following guidelines:

5.3.2.1. If the first contact attempt is not successful, a second contact attempt shall be made no sooner than two (2) business days and no later than three (3) business days after the first attempt; and

5.3.2.2. If the second contact attempt is not successful, a third contact attempt shall be made no sooner than two (2) business days and no later than three (3) business days after the second attempt;

5.3.3. Each successful contact shall include, but not be limited to:

5.3.3.1. Inquiring on the status of each individual's recovery and experience with their external service provider;

5.3.3.2. Identifying individual needs;

5.3.3.3. Assisting the individual with addressing identified needs; and

5.3.3.4. Providing early intervention to individuals who have resumed use;

5.3.4. When the follow-up identified above results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with their crisis response policy and procedure; and

5.3.5. All efforts of contact are clearly documented in the individual's electronic health record, or in a format approved by the Department, and are available to the Department upon request.

5.4. The Contractor shall ensure the GPRA interviews are attempted at the following intervals:

5.4.1. At the time of intake or no later than seven (7) calendar days after intake;

5.4.2. Five (5) to eight (8) months post intake. The window for this interview opens

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- five (5) months after the intake interview; and
- 5.4.3. Upon discharge from the initially referred service.
- 5.5. The Contractor shall ensure completed GPRA data is entered into the Department-approved system, at a minimum of the following intervals:
- 5.5.1. At the time of intake or no later than seven (7) calendar days after the GPRA interview is conducted;
- 5.5.2. Five (5) to eight (8) months post intake; and
- 5.5.3. Upon discharge from the initially referred service.
- 5.6. The Contractor shall document any loss of contact with participants in the Department-approved system using the appropriate process and protocols as defined by SAMHSA and through technical assistance provided under the SOR grant.
- 5.7. The Contractor shall ensure contingency management strategies are utilized to increase participant engagement in follow-up GPRA interviews. Contingency management strategies may include, but are not limited to, gift cards provided to individuals for follow-up participation at each follow-up interview. The Contractor shall ensure gift cards:
- 5.7.1. Do not exceed \$30 in value, in accordance with federal guidelines, set forth by SAMHSA; and
- 5.7.2. Are used solely to incentivize GPRA interview completion and not used to incentivize participation in treatment.
8. Modify Exhibit A, Amendment #4, Scope of Services; Section 6, to read:
6. State Opioid Response (SOR) Grant Standards
- 6.1. The Contractor shall ensure they, and any provider which referrals are made to:
- 6.1.1. Only provide and/or prescribe medications for Opioid Use Disorder (OUD), as clinically appropriate, that are approved by the Food and Drug Administration;
- 6.1.2. Only provide medical withdrawal management services to individuals supported by SOR grant funds if the withdrawal management services are accompanied by the use of injectable extended-release naltrexone, as clinically appropriate;
- 6.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and
- 6.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.
- 6.2. The Contractor shall ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
- 6.3. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor shall ensure:
- 6.3.1. Treatment in this context includes the treatment of OUD/StimUD;
- 6.3.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders; and
- 6.3.3. This cannabis restriction applies to all subcontracts and Memorandums of

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Understanding that receive SOR funding.

- 6.4. The Contractor shall utilize SOR funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.
 - 6.4.1. If the Contractor intends to distribute test strips, the Contractor shall provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:
 - 6.4.1.1. Internal policies for the distribution of test strips;
 - 6.4.1.2. Distribution methods and frequency; and
 - 6.4.1.3. Other key data as requested by the Department.
 - 6.4.2. The Contractor shall provide services to eligible individuals who:
 - 6.4.2.1. Receive MOUD services from other providers, including the individual's primary care provider;
 - 6.4.2.2. Have co-occurring substance use and mental health disorders; or
 - 6.4.2.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 6.5. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 6.6. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 6.7. The Contractor shall collaborate with the Department and other SOR funded vendors, as requested and directed by the Department, to improve GPRA collection.
- 6.8. The Contractor shall comply with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
9. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:
 1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Listing Number (ALN) 93.788, as awarded on:
 - 1.1. 09/30/2018, FAIN H79TI081685;
 - 1.2. 09/30/2020, FAIN H79TI083326;
 - 1.3. 08/09/2021, FAIN H79TI083326;
 - 1.4. 09/23/2022, FAIN H79TI085759;
 - 1.5. 09/01/2023, FAIN H79TI085759; and
 - 1.6. 09/24/2024, H79TI087843.
10. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 Budget through Exhibit B-12, Amendment #5, SOR IV Budget.
11. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 5.1.3.,

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to read:

5.1.3. Invoices shall not include unallowable expenses, as referenced below:

- 5.1.3.1. SOR IV Notice of Funding Opportunity, page 31: FY 2022 State Opioid Response Grants (smhsa.gov); and
- 5.1.3.2. SAMHSA's Standards for Financial Management and Standard Funding Restrictions, page 36: FY 2024 Substance Abuse and Mental Health Services Administration (SAMHSA) Notice of Funding Opportunity (NOFO) Application Guide.

12. Add Exhibit B-12, Amendment #5, SOR IV Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 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

11/20/2024
Date

DocuSigned by:
Katja S. Fox

katja S. Fox
Name: katja S. Fox
Title: Director

Granite Pathways

11/19/2024
Date

DocuSigned by:
Kenneth Brezenoff

Kenneth Brezenoff
Name: Kenneth Brezenoff
Title: General Counsel

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

OFFICE OF THE ATTORNEY GENERAL

11/20/2024

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-12, Amendment #5, SOR IV Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Granite Pathways
Budget Request for:	Workforce Readiness & Vocational Programs for Individuals with Opioid and/or Stimulant Use Disorder
Budget Period	SFY25 (9/30/2024 - 6/30/2025)
Indirect Cost Rate (if applicable)	0.1528
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$80,050
2. Fringe Benefits	\$27,235
3. Consultants	\$1,125
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$150
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$250
8. (b) Other - Education and Training	\$200
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$109,010
Total Indirect Costs	\$30,490
TOTAL	\$139,500

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Contractor Initials: _____

Date: 11/19/2024

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 613581

Certificate Number: 0006296051



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Granite Pathways
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 11/9, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 11/9/2024

Signed by:
Nick Brattan
Signature of Elected Officer
Name: Nick Brattan
Title: Board Chair

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2024

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

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

PRODUCER USI Insurance Services LLC 333 Westchester Ave, Suite 102 White Plains, NY 10604 914 459-6200	CONTACT NAME: Faith Keegan PHONE (A/C, No, Ext): 914 459-6200 FAX (A/C, No): 610 537-4220 E-MAIL ADDRESS: Faith.Keegan@usi.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Specialty Ins Co.</td> <td>22276</td> </tr> <tr> <td>INSURER B : Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER C : Technology Insurance Company, Inc.</td> <td>42376</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Ins Co.	22276	INSURER B : Illinois Union Insurance Company	27960	INSURER C : Technology Insurance Company, Inc.	42376	INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED Granite Pathways, Inc. 633 3rd Avenue, 6th Floor New York, NY 10017-6943														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			47SPK25564209	09/30/2024	09/30/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY			47RWS14808210	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			All Other States 47SMA14808010 MA Only	09/30/2024	09/30/2025	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			47SUM14808310 XFLG47492075001	09/30/2024	09/30/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 See Below \$Exces \$5M/\$5M
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4360732	12/08/2023	12/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab			47SPK25564209	09/30/2024	09/30/2025	\$1M Per Occ / \$3M Agg
A	Sexual Abus/Moles			47SPK25564209	09/30/2024	09/30/2025	\$1M Per Occ / \$3M Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**** Excess Liability Information ****
 Carrier B - Illinois Union Insurance Company - Policy # XFLG47492075001
 Eff Date: 09/30/2024 Exp Date: 09/30/2025
 Excess Liability Each Occ Limit: \$5,000,000
 (See Attached Descriptions)

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

DESCRIPTIONS (Continued from Page 1)

Excess Liability Aggregate Limit: \$5,000,000

Evidence of Insurance



a member of THE FEDCAP GROUP

Granite Pathways Mission

Granite Pathways creates opportunities for individuals and families to achieve health and socioeconomic well-being, through a holistic approach.

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

The FEDCAP Group

September 30, 2023 and 2022

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
The FEDCAP Group

Opinion

We have audited the consolidated financial statements of The FEDCAP Group (collectively, "FEDCAP"), which comprise the consolidated statements of financial position as of September 30, 2023 and 2022, and the related consolidated 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 accompanying consolidated financial statements present fairly, in all material respects, the financial position of FEDCAP as of September 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 of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of FEDCAP and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of matter

As discussed in Note 2 to the consolidated financial statements, as of October 1, 2022, FEDCAP adopted FASB ASC 842, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 US GAAS 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 consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 FEDCAP'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about FEDCAP'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.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures.



These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with US GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Grant Thornton LLP

New York, New York
February 15, 2024

The FEDCAP Group
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
As of September 30,

	2023	2022
ASSETS		
Current assets		
Cash and cash equivalents	\$ 25,187,907	\$ 55,878,023
Accounts receivable (net of allowance for doubtful accounts of approximately \$4,129,000 in 2023 and \$3,241,000 in 2022)	59,466,388	48,355,344
Current portion of contributed space receivable	2,772,958	-
Contributions and grants receivable (net of allowance for uncollectible contributions of approximately \$250,000)	2,819,540	1,179,787
Inventories, net	323,810	415,327
Prepaid expenses and other assets	10,755,454	11,828,888
Total current assets	101,326,057	117,657,369
Investments		
Property, plant and equipment, net	10,626,090	9,006,938
Operating lease right-of-use assets	144,677,742	126,130,025
Contributed space receivable, net	88,970,362	-
Beneficial interest in trusts	42,972,530	-
Other assets	4,735,763	4,398,082
Goodwill, net	999,332	994,564
	144,000	251,669
Total assets	\$ 394,451,876	\$ 258,438,647
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued liabilities	\$ 42,855,716	\$ 45,905,077
Deferred revenues	10,646,471	12,901,051
Advances from government agency	40,206	564,276
Current portion of finance lease liabilities	1,259,819	532,198
Current portion of operating lease liabilities	9,866,603	-
Current portion of notes payable	1,214,654	1,181,142
Total current liabilities	65,883,469	61,083,744
Notes payable, net	23,680,632	24,731,624
Revolving loans	29,312,466	25,893,587
Finance lease liabilities, net	78,499,317	78,523,502
Operating lease liabilities, net	82,228,115	-
Other liabilities	18,293,459	19,922,198
Total liabilities	297,897,458	210,154,655
Contingencies		
Net assets		
Without donor restrictions	40,444,915	36,895,261
Without donor restrictions - non-controlling interest	649,513	2,406,738
With donor restrictions	55,459,990	8,981,993
Total net assets	96,554,418	48,283,992
Total liabilities and net assets	\$ 394,451,876	\$ 258,438,647

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

The FEDCAP Group
CONSOLIDATED STATEMENTS OF ACTIVITIES

For the years ended September 30,

	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Operating Revenues						
Contract services and products	\$ 124,736,448	\$ -	\$ 124,736,448	\$ 117,491,258	\$ -	\$ 117,491,258
Rehabilitation and vocational programs	227,694,192	-	227,694,192	223,896,100	-	223,896,100
In-kind contribution	-	48,617,672	48,617,672	-	-	-
Contribution and grant revenues	6,657,739	954,554	7,612,293	11,070,378	200,000	11,270,378
Gain on Paycheck Protection Program loan forgiveness	-	-	-	10,718,192	-	10,718,192
Realized and unrealized gains (losses) on investments	1,124,306	151,477	1,275,783	(3,592,359)	47,221	(3,545,138)
Interest income	500,329	3,502	503,831	770,513	-	770,513
Miscellaneous revenue	1,515,601	-	1,515,601	1,037,731	-	1,037,731
Net assets released from restrictions	3,249,208	(3,249,208)	-	669,536	(669,536)	-
Total operating revenues	365,477,823	46,477,997	411,955,820	362,061,349	(422,315)	361,639,034
Operating Expenses						
Program services						
Contract services and products	106,875,813	-	106,875,813	102,095,694	-	102,095,694
Rehabilitation and vocational programs	200,937,265	-	200,937,265	190,882,531	-	190,882,531
	307,813,078	-	307,813,078	292,978,225	-	292,978,225
Supporting services						
Management and general	51,993,670	-	51,993,670	60,400,583	-	60,400,583
Development	3,035,092	-	3,035,092	4,631,342	-	4,631,342
	55,028,762	-	55,028,762	65,031,925	-	65,031,925
Total operating expenses	362,841,840	-	362,841,840	358,010,150	-	358,010,150
Change in net assets from operations	2,635,983	46,477,997	49,113,980	4,051,199	(422,315)	3,628,884
Nonoperating Activities						
Foreign exchange transaction (losses) gains	(843,554)	-	(843,554)	1,110,528	-	1,110,528
CHANGE IN NET ASSETS	1,792,429	46,477,997	48,270,426	5,161,727	(422,315)	4,739,412
Net assets at beginning of period	39,301,999	8,981,993	48,283,992	34,140,272	9,404,308	43,544,580
Net assets at end of period	\$ 41,094,428	\$ 55,459,990	\$ 96,554,418	\$ 39,301,999	\$ 8,981,993	\$ 48,283,992

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

The FEDCAP Group

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2023

	Program Services			Supporting Services			Total Expenses
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	
Salaries and related expenses	\$ 81,120,996	\$ 96,426,600	\$ 177,547,596	\$ 14,863,616	\$ 1,222,119	\$ 15,885,735	\$ 193,433,331
Professional fees	338,249	37,401,955	37,740,204	4,077,379	920,235	4,997,614	42,737,818
Professional development and evaluation	12,693	2,575,302	2,587,995	918,358	120	918,478	3,506,473
Materials and supplies	4,442,057	5,281,230	9,723,287	-	8,642	8,642	9,731,929
Commissions	2,797,847	9,451	2,807,298	-	-	-	2,807,298
Telephone	117,759	844,106	961,865	684,816	3,897	688,713	1,650,378
Postage and shipping	138,716	41,594	180,310	283,570	11,060	294,630	474,940
Insurance	1,695,570	1,491,054	3,186,624	1,422,314	29,980	1,452,294	4,638,918
Occupancy costs	1,551,787	23,694,514	25,246,301	6,976,357	95,202	7,071,559	32,317,860
Equipment rental and maintenance	974,306	380,858	1,355,164	98,521	44,827	141,348	1,496,512
Equipment purchases	239,225	186,472	425,697	17,643	626	18,269	443,966
Client transportation and travel	515,604	2,593,122	3,108,726	1,133,413	182,859	1,316,272	4,424,998
Subscription and printing	113,325	364,007	477,332	1,135,598	24,978	1,160,576	1,637,908
Technology	236,438	2,072,990	2,309,428	5,594,378	41,245	5,635,623	7,945,051
Interest expense	31,473	48,232	79,705	4,965,331	-	4,965,331	5,045,036
Bank charges and processing fees	77,100	488,004	565,104	694,239	37,612	731,851	1,296,955
Bad debt provision	-	1,281,700	1,281,700	-	-	-	1,281,700
Subcontractor expense	12,172,307	16,821,605	28,993,912	2,861,514	329	2,861,843	31,855,755
Stipends	46,637	4,667,406	4,714,043	479,235	31,851	511,086	5,225,129
Security guard expense	21,195	268,664	309,859	21,440	516	21,956	331,815
Other	49,283	2,315,506	2,364,789	1,435,855	367,072	1,802,927	4,167,716
Total expenses before depreciation and amortization	106,692,567	199,274,372	305,966,939	47,461,577	3,022,970	50,484,547	356,451,486
Depreciation and amortization	183,246	1,662,893	1,846,139	4,532,093	12,122	4,544,215	6,390,354
Total expenses	\$ 106,875,813	\$ 200,937,265	\$ 307,813,078	\$ 51,993,670	\$ 3,035,092	\$ 55,028,762	\$ 382,841,840

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

The FEDCAP Group

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2022

	Program Services			Supporting Services			Total Expenses
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	
Salaries and related expenses	\$ 78,509,229	\$ 95,122,196	\$ 171,631,425	\$ 18,180,981	\$ 2,940,833	\$ 21,121,814	\$ 192,753,239
Professional fees	223,699	28,844,344	29,068,043	6,722,419	657,885	7,380,304	36,448,347
Professional development and evaluation	10,942	1,036,603	1,047,545	1,349,267	1,552	1,350,819	2,398,384
Materials and supplies	3,373,321	3,816,965	7,190,286	1,175,784	11,088	1,186,870	8,377,156
Commissions	2,791,910	11,328	2,803,238	48,149	-	48,149	2,851,387
Telephone	164,753	1,043,759	1,208,512	1,215,075	4,723	1,219,798	2,428,310
Postage and shipping	144,814	136,580	281,374	188,409	5,385	193,794	475,168
Insurance	1,821,293	1,483,283	3,104,556	5,573,972	44,463	5,618,435	8,722,991
Occupancy costs	1,481,728	14,884,468	16,366,196	5,451,989	137,566	5,589,555	21,955,751
Equipment rental and maintenance	959,072	474,310	1,433,382	272,156	37,441	309,597	1,742,979
Equipment purchases	302,142	116,338	418,480	201,200	23	201,223	619,703
Client transportation and travel	402,105	1,473,493	1,875,598	579,821	57,345	637,166	2,512,764
Subscription and printing	19,565	103,308	122,873	1,171,618	71,094	1,242,712	1,365,585
Technology	293,901	2,116,872	2,410,773	4,686,157	27,408	4,713,565	7,124,338
Interest expense	2,959	36,336	39,295	3,886,229	-	3,886,229	3,925,524
Bank charges and processing fees	92,732	164,669	257,401	987,729	55,616	1,043,345	1,300,746
Bad debt provision	-	2,598,778	2,598,778	-	-	-	2,598,778
Subcontractor expense	13,445,481	25,948,302	39,393,783	2,192,097	(977)	2,191,120	41,584,903
Stipends	147,646	6,580,876	6,728,522	476,327	994	477,321	7,205,843
Security guard expense	11,600	262,857	274,457	14,530	614	15,144	289,601
Other	-	4,021,874	4,021,874	-	569,780	569,780	4,591,654
Total expenses before depreciation and amortization	101,998,892	190,277,499	292,276,391	54,373,909	4,622,831	58,996,740	351,273,131
Depreciation and amortization	96,802	605,032	701,834	6,026,674	8,511	6,035,185	6,737,019
Total expenses	\$ 102,095,694	\$ 190,882,531	\$ 292,978,225	\$ 60,400,583	\$ 4,631,342	\$ 65,031,925	\$ 358,010,150

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

The FEDCAP Group
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the years ended September 30,

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:		
Change in net assets	\$ 48,270,426	\$ 4,739,412
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation and amortization	6,282,685	6,230,114
Amortization of goodwill	107,669	506,905
Bad debt provision	1,281,700	2,598,778
Realized and unrealized losses (gains) on investments	(1,275,783)	3,545,138
Contributed space	(45,745,488)	-
Lease amortization	4,877,060	-
Paycheck Protection Plan loan forgiveness	-	(10,718,192)
Changes in assets and liabilities:		
Accounts receivable	(12,392,744)	6,409,739
Contribution receivable	(1,639,753)	788,896
Inventories	91,517	48,935
Prepaid expenses and other assets	1,068,666	(2,974,588)
Beneficial interest in remainder trust	(337,681)	174,664
Accounts payable and accrued liabilities	(3,049,361)	8,908,322
Deferred revenue	(2,254,580)	1,068,568
Other liabilities	(1,628,739)	2,549,122
Net cash (used in) provided by operating activities	<u>(6,344,406)</u>	<u>23,875,813</u>
Cash flows from investing activities:		
Purchase of investments	(343,369)	(641,436)
Capital expenditures	<u>(24,830,402)</u>	<u>(6,653,430)</u>
Net cash used in investing activities	<u>(25,173,771)</u>	<u>(7,294,866)</u>
Cash flows from financing activities:		
Decrease in advances from government agencies	(524,070)	(185,150)
Change in revolving loans	3,418,879	(2,279,474)
Proceeds from Paycheck Protection Plan notes payable	-	537,005
Repayment of Paycheck Protection Plan notes payable	-	(103,754)
Repayment of notes payable	(1,017,480)	(1,056,495)
Repayment of finance lease obligations	<u>(1,049,268)</u>	<u>(597,695)</u>
Net cash provided by (used in) financing activities	<u>828,061</u>	<u>(3,685,563)</u>
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(30,690,116)	12,895,384
Cash and cash equivalents:		
Beginning of year	<u>55,878,023</u>	<u>42,982,639</u>
End of year	<u>\$ 25,187,907</u>	<u>\$ 55,878,023</u>
Supplemental disclosure of cash flow information:		
Acquisition of property, plant and equipment through finance leases	<u>\$ 1,193,084</u>	<u>\$ 43,909,705</u>
Cash interest paid during the period	<u>\$ 5,045,036</u>	<u>\$ 2,443,534</u>
Supplemental disclosures of noncash financing activities:		
Operating lease right-of-use assets obtained in exchange for lease liabilities	<u>\$ 52,158,869</u>	<u>\$ -</u>
Finance lease right-of-use assets obtained in exchange for lease liabilities	<u>\$ 578,592</u>	<u>\$ -</u>

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2023 and 2022

NOTE 1 - ORGANIZATION AND NATURE OF ACTIVITIES

The FEDCAP Group, Inc. (the "Parent"), established on October 1, 2018, is a private, nonprofit organization incorporated under the laws of the State of Delaware. The Parent is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code ("IRC"). The Parent or its subsidiaries are the sole member of the following affiliates: Fedcap, Inc ("Fed Inc."), Fedcap Rehabilitation Services, Inc ("FRS"), Fedcap Investment Corporation ("Fed Inv"), Fedcap VR Technologies LLC ("Fed VR"), Wildcat Services Corporation ("Wildcat"), ReServe Elder Services, Inc. ("ReServe"), Community Workshops, Inc. ("CWS"), Easter Seals New York, Inc. ("ESNY"), Granite Pathways, Inc ("GP"), Easter Seals Rhode Island, Inc ("ESRI"), Seacoast Pathways, Inc. ("Seacoast"), Single Stop USA Inc. ("SGST"), Benevolent, MVLE, Easter Seals Central Texas ("ESCT"), Easter Seals North Texas ("ESNT"), Easter Seals Mississippi, Inc. ("ESMS"), Easter Seals South Dakota, Inc. ("ESSD"), Easter Seals Oklahoma, Inc. ("ESOK"), Fedcap Apex Technical School Inc, Civic Hall Labs, Inc, New York Tech Alliance ("NYTA"), Fedcap Canada, These Our Treasures, Inc. ("TOTS"), Fedcap UK, Kennedy Scott, Limited ("KS"), Fedcap Employment Limited ("FED"), Fedcap Employment Scotland Limited ("FES"), and Start Scotland Limited ("SS"). The Parent and its subsidiaries are collectively referred to as "FEDCAP."

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

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

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

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

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

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

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

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

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

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

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

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

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

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

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

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

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

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

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

Fedcap UK acquired KS, a United Kingdom company. KS provides high quality job support, placement, retention and related services to people in the United Kingdom.

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

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

FES is the majority shareholder and the Lennox Partnership is the minority shareholder with 49% interest in of SS. SS is a value-driven organization that strives to put its customers first, understanding their needs

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

and closely engaging with them on a personal level to help them on their journey to employment and training.

Fedcap Apex Acquisition LLC is a nonprofit entity that runs Apex Technical School ("Apex"), which is an adult vocational technical school and offers seven certificate courses designed to focus on basic trade skills and labor skills for its students. The operations of Fedcap Apex Acquisition LLC were transitioned into a newly created not for profit organization - Fedcap Apex Technical School, Inc. - during fiscal year 2023.

Fedcap Canada was established as a not-for-profit organization according to the Canada Not-for-Profit Corporations Act. Fedcap Canada was founded to advance the economic and social well-being of the impoverished and disadvantaged by providing educational services, vocational rehabilitation, job training and job placement services.

Civic Hall Labs, Inc., is a not-for-profit entity that provides a learning and collaboration platform focused on advanced technology and problem-solving for the public good.

Civic Hall Labs, Inc. is the sole member of NYTA, an organization that supports the technology community and ecosystems in their hometown, with the goal of creating the most diverse, equitable and accessible tech ecosystems in the world.

ESMS, a Mississippi non-profit corporation, is an organization providing services to children and adults with disabilities or other special needs and their families.

ESSD, a South Dakota non-profit corporation, is an organization to help children and adults with disabilities or other special needs and their families and caregivers reach their maximum capabilities and secure opportunities for their education, training, and employment.

ESOK, an Oklahoma non-profit corporation, is an organization to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work, and play in their communities.

Fed Inv, a Delaware non-profit corporation, is a community development financial institution founded to serve economically distressed communities by providing credit, capital, and financial services that are often unavailable from mainstream financial institutions.

Fed VR, a joint venture between Fedcap, Inc. (as the majority shareholder) and UP360 US Holdings Corporation (minority shareholder with 49% interest), and provides virtual reality software, know-how and product development services for workforce training, development, and education.

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES

Basis of Presentation

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

FEDCAP classifies its net assets in the following categories:

Net Assets without Donor Restrictions

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

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

Net Assets with Donor Restrictions

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

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

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

Changes in net assets without donor restrictions and the non-controlling interests in SS and Fed VR during the years ended September 30, 2023 and 2022 is summarized below:

	<u>Total Without Donor Restrictions</u>	<u>Without Donor Restrictions</u>	<u>Non-controlling Interest</u>
Balance, September 30, 2021	\$ 34,140,272	\$ 33,166,395	\$ 973,877
Change in net assets from operations	4,051,199	2,618,338	1,432,861
Change in net assets from nonoperating activities	1,110,528	1,110,528	-
Balance, September 30, 2022	39,301,999	36,895,261	2,406,738
Reclassification	-	1,902,661	(1,902,661)
Change in net assets from operations	2,635,983	2,490,547	145,436
Change in net assets from nonoperating activities	(843,554)	(843,554)	-
Balance, September 30, 2023	<u>\$ 41,094,428</u>	<u>\$ 40,444,915</u>	<u>\$ 649,513</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

Measure of Operations

The accompanying consolidated statements of activities report changes in net assets by operating and non-operating activities. Operating activities principally include all revenues and expenses that relate to FEDCAP's programs and supporting activities.

Non-operating activities include foreign currency exchange gains and losses and other items considered to be incidental to operations or non-recurring in nature.

Cash Equivalents and Restricted Cash

FEDCAP considers all highly liquid debt instruments with a maturity of three months or less at the date of purchase, including investments in short-term certificates of deposit and certain money market funds, to be cash equivalents. Cash and cash equivalents on the accompanying consolidated statements of financial position includes cash that is restricted under borrowing or other contractual arrangements amounting to \$3,824,255 and \$2,500,000 as of September 30, 2023 and 2022, respectively.

Revenue Recognition

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

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

Payments received in advance of FEDCAP satisfying its performance obligations are recorded within deferred revenue in the accompanying consolidated statements of financial position and totaled \$10,271,850 and \$12,501,051, as of September 30, 2023 and 2022, respectively. The changes in deferred revenue were caused by normal timing differences between the satisfaction of performance obligations and customer payments.

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

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

Contract Services and Products

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

Rehabilitation and Vocational Programs

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

Contribution and Grant Revenue

FEDCAP records contributions of cash and other assets when an unconditional promise to give such assets is received from a donor. Contributions are recorded at the fair value of the assets received and contributions with donor stipulations that limit the use of donated assets are classified as net assets with donor restrictions. Contributions with donor restrictions that are received and met in the same fiscal year are recorded as contribution revenues without donor restrictions. Otherwise, once stipulated time restrictions end or purpose restrictions are accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions as "net assets released from restrictions" in the consolidated statements of activities. Conditional contributions are recognized as revenue when the conditions on which they depend are substantially met. Conditional contributions received in advance of meeting the associated contributions are recorded within deferred revenue on the accompanying consolidated statements of financial position and totaled \$374,621 and \$400,000, as of September 30, 2023 and 2022, respectively. There were no outstanding conditional contributions yet to be received as of September 30, 2023 or 2022.

FEDCAP recognizes revenue from contributions, grants and contracts in accordance with guidance whereby FEDCAP evaluates whether a transfer of assets is (1) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred or (2) a contribution. If the transfer of assets is determined to be an exchange transaction, FEDCAP applies guidance under ASC 606. If the transfer of assets is determined to be a contribution, FEDCAP evaluates whether the contribution is conditional based upon whether the agreement includes both (1) one or more barriers that must be overcome before FEDCAP is entitled to the assets transferred and promised and (2) a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets.

Contributed goods and services are recognized (revenues and expenses, or assets, if capitalizable) at their estimated fair value at the date of receipt and are reflected as in-kind contributions on the accompanying consolidated statements of activities.

Receivables and Allowance for Doubtful Accounts

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

Inventories

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

Fixed Assets

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

Functional Allocation of Expenses

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

Commissions

FEDCAP pays commissions to an unrelated not-for-profit entity and a New York State entity to provide information on government contracts that need competitive bids for services. The contracts provide for commissions to be paid to these organizations in the range of 0.87% to 3.9% of the contract amount. Commissions paid relating to these contracts amounted to \$2,807,298 and \$2,850,048 for the years ended September 30, 2023 and 2022, respectively, and are included within contract services and products expense in the accompanying consolidated statements of activities.

Use of Estimates

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

Fair Value Measurements

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

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

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

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

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

Beneficial Interest in Trusts

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

At September 30, 2023 and 2022, FEDCAP's beneficial interest in trusts are reflected at fair value in the accompanying consolidated statements of financial position and are classified as Level 3 within the fair value hierarchy.

	2023	2022
Balance, beginning of year	\$ 4,398,082	\$ 5,435,630
Distributions	(139,016)	(131,208)
Appreciation/(depreciation)	476,697	(906,340)
Balance, end of year	\$ 4,735,763	\$ 4,398,082

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

Impairment of Long-lived Assets

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

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

Tax-Exempt Status

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

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

While FEDCAP does not pay income tax within the United States, it does accrue Value-Added-Tax ("VAT") for liabilities its United Kingdom subsidiaries incur on goods and services purchased overseas. The amount of VAT liability accrued within the accompanying consolidated financial statements for the years ended September 30, 2023 and 2022, is \$1,346,514 and \$2,503,334, respectively, and is reported within accounts payable and accrued liabilities on the accompanying consolidated statements of financial position.

Goodwill

Goodwill was established through the acquisition of Apex in 2020 and KS in 2019. The value reported on the consolidated statements of financial position represents the residual difference between the consideration paid and the fair value of the net assets acquired. FEDCAP has elected under relevant guidance to amortize goodwill on a straight-line basis over 10 years and to perform a goodwill impairment analysis at the entity or reporting unit level when a triggering event occurs that indicates the fair value of the entity or reporting unit may be below its carrying amount. Impairment charges totaling \$107,669 were recognized during the year ended September 30, 2023. There were no impairment charges recognized during the year ended September 30, 2022.

Adopted Accounting Pronouncement (Change in Accounting Principle)

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. This ASU requires lessees to recognize a lease liability and a right-of-use ("ROU") asset on a discounted basis, for substantially all leases, as well as additional disclosures regarding leasing arrangements. Disclosures are required to enable users of financial statements to assess the amount, timing and uncertainty of cash flows arising from leases. In July 2018, the FASB issued ASU 2018-11, *Leases (Topic 842): Targeted Improvements*,

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

which provided an optional transition method for applying the new lease standard. Topic 842 can be applied using either a modified retrospective approach at the beginning of the earliest period presented or, as permitted by ASU 2018-11, at the beginning of the period in which it is adopted, (i.e., the comparatives under Accounting Standards Codification ("ASC") 840 option).

FEDCAP adopted Topic 842 on October 1, 2022 (the effective date), using the comparatives approach under ASC 840 transition method, which applies Topic 842 at the beginning of the period in which it is adopted. Prior period amounts have not been adjusted in connection with the adoption of this standard. FEDCAP similarly elected the package of practical expedients under the new standard, which permits entities to not reassess lease classification, lease identification or initial direct costs for existing or expired leases prior to the effective date. FEDCAP has lease agreements with non-lease components that relate to the lease components.

FEDCAP determines if an arrangement is a lease or contains a lease at inception of a contract. A contract is determined to be or contain a lease if the contract conveys the right to control the use of identified property, plant, or equipment (an identified asset) in exchange for consideration. FEDCAP determines these assets are leased because FEDCAP has the right to obtain substantially all of the economic benefit from and the right to direct the use of the identified asset. Assets in which the supplier or lessor has the practical ability and right to substitute alternative assets for the identified asset and would benefit economically from the exercise of its right to substitute the asset are not considered to be or contain a lease because FEDCAP determines it does not have the right to control and direct the use of the identified asset. FEDCAP's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

In evaluating its contracts, FEDCAP separately identifies lease and non-lease components, such as common area and other maintenance costs, in calculating the ROU assets and lease liabilities for its office space. FEDCAP has elected the practical expedient to not separate lease and non-lease components and classifies the contract as a lease if consideration in the contract allocated to the lease component is greater than the consideration allocated to the non-lease component.

Leases result in the recognition of ROU assets and lease liabilities on the statement of financial position. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. FEDCAP determines lease classification as operating or finance (previously capital leases) at the lease commencement date.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. FEDCAP has made a policy election to use a risk-free rate per U.S. Treasury instrument for the initial and subsequent measurement of all lease liabilities. The risk-free rate is determined using a period comparable with the lease term.

The portion of payments on operating lease liabilities related to interest, along with the amortization of the related ROU, is recognized as occupancy expense. This occupancy expense is recognized on a straight-line basis over the term of the lease. The portion of payments on finance lease liabilities related to interest and the amortization of the ROU assets under finance leases are reflected within occupancy expense on the accompanying statement of functional expenses.

The lease term may include options to extend or to terminate the lease that FEDCAP is reasonably certain to exercise. Lease expense is generally recognized on a straight-line basis over the lease term.

FEDCAP has elected not to record leases with an initial term of 12 months or less on its statement of financial position. Lease expense on such leases is recognized on a straight-line basis over the lease term.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

Operating lease ROU assets and operating and finance lease liabilities are presented separately while finance lease ROU assets are presented within property, plant and equipment, net on the accompanying consolidated statements of financial position.

The most significant impact of adoption was the recognition of operating lease ROU assets and operating lease liabilities of \$39,523,718 and \$42,620,262, respectively. As part of adopting the standard, previously recognized liabilities for deferred rent related to operating leases were reclassified as a component of ROU assets. The standard did not significantly affect FEDCAP's changes in net assets or cash flows.

Reclassifications

Certain reclassifications were made to the fiscal 2022 consolidated financial statements in order to conform to the fiscal 2023 presentation. Such reclassifications did not result in a change to total net assets, revenues, expenses or changes in net assets as previously reported in the fiscal 2022 consolidated financial statements.

NOTE 3 - CONTRIBUTIONS AND GRANTS RECEIVABLE

At September 30, 2023 and 2022, contributions and grants receivable consisted of receivables amounting to \$2,819,540 and \$1,179,787, respectively, net of an allowance for doubtful accounts of \$250,000 for each year.

Approximately 46% and 24% of the contributions and grants receivable (gross) was due from one donor at September 30, 2023 and 2022, respectively.

NOTE 4 - CONTRIBUTED SPACE RECEIVABLE

In fiscal 2023, upon commencement of the lease, a contributed space receivable and in-kind contribution with donor restrictions was recognized totaling \$48,617,672 related to the below market rate lease for Civic Hall's 85,000-square-foot learning and training center at 14th Street, Union Square, New York City. This amount represents the present value of the difference between the fair market rate and the contracted payments due under the lease over the lease term. The fair market rate was determined based upon the lease rates for comparable space at the time of the lease commencement. The lease has a 25-year term and the contributed space receivable will be amortized over that period. During the year ended September 30, 2023, \$2,872,184 of the contributed space receivable was amortized and reflected within occupancy costs on the accompanying consolidated statement of functional expenses.

NOTE 5 - INVESTMENTS

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

	2023	2022
Money market funds	\$ 1,061,835	\$ 561,734
Mutual funds	9,564,255	8,445,204
	<u>\$ 10,626,090</u>	<u>\$ 9,006,938</u>

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

NOTE 6 - INVENTORIES, NET

Inventories consisted of the following at September 30:

	<u>2023</u>	<u>2022</u>
Inventories		
Raw materials	\$ 106,392	\$ 136,294
Work-in-process and finished goods	307,418	369,033
Reserve	(90,000)	(90,000)
	<u>\$ 323,810</u>	<u>\$ 415,327</u>

NOTE 7 - PROPERTY, PLANT AND EQUIPMENT, NET

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

	<u>2023</u>	<u>2022</u>
Land	\$ 1,617,809	\$ 1,617,809
Building improvements	4,896,701	4,599,099
Buildings	39,742,759	39,742,759
Finance leases - buildings	79,828,252	79,828,252
Furniture, fixtures and computer systems	31,241,392	26,960,289
Leasehold improvements	34,337,156	12,773,557
	<u>191,664,069</u>	<u>165,521,765</u>
Less: accumulated depreciation	<u>(46,986,327)</u>	<u>(39,391,740)</u>
	<u>\$ 144,677,742</u>	<u>\$ 126,130,025</u>

Depreciation and amortization expense for the years ended September 30, 2023 and 2022 was \$6,282,685 and \$6,230,114, respectively.

NOTE 8 - REVOLVING LOANS

Investors Bank

On October 27, 2020, FEDCAP entered into an agreement with Investors Bank for (1) a revolving line of credit agreement with a borrowing limit of \$42,500,000, with a maturity date of October 27, 2022 and interest payable quarterly at a rate of prime plus 0.75% but no less than 4.00%. The maturity date was subsequently extended to January 27, 2023. As of September 30, 2022, FEDCAP had borrowings on this line of credit of \$25,893,587 at an interest rate of 3.06%. On January 27, 2023, the line was refinanced with Provident Bank.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

Provident Bank

On January 27, 2023, FEDCAP entered into an agreement with Provident Bank to refinance certain of its previous debt arrangements as well as to provide for additional liquidity for operations. In connection with the refinancing, FEDCAP entered into (1) a revolving line of credit agreement (Facility A) with a borrowing limit of \$42,500,000, with a maturity date of March 25, 2025 and interest payable quarterly at a rate of one month CME Term Secured Overnight Financing Rate ("SOFR") plus 2.90% but no less than 5.00%; and (2) an additional \$7,500,000 credit line (Facility B) interest payable quarterly at a rate of one month CME Term SOFR plus 2.90% but no less than 5.00%. The revolving line of credit agreement requires that FEDCAP maintain minimum unrestricted liquid assets of \$15,000,000. The proceeds from the revolving line of credit were used to repay the existing revolving credit line held by Investors Bank, mentioned above. As of September 30, 2023, FEDCAP had borrowings on Facility A of \$29,345,101 at an interest rate of 8.22%. There were no outstanding borrowings under Facility B as of September 30, 2023. The balance reported on the accompanying consolidated statement of financial position as of September 30, 2023 is net of unamortized debt issuance costs of \$32,635.

NOTE 9 - LONG-TERM DEBT

Notes Payable

On October 21, 2004, TOTS entered into a \$700,000 mortgage note payable to finance the acquisition of the building located in Bronx, New York. The note was secured by the property and all of the assets of TOTS. The interest rate is 5.0% and principal and interest of \$4,960 is payable monthly through the maturity date of November 1, 2024. At September 30, 2023 and 2022, the outstanding principal balance was \$67,284 and \$121,884, respectively.

FEDCAP entered into an agreement with Investors Bank for two term loans in the amounts of \$6,000,000 and \$6,600,000, with a maturity date of November 1, 2045 and November 1, 2030, respectively, along with monthly payments of principal and interest at a rate of 4.00%. At September 30, 2023 and 2022, the outstanding principal balance of the term loans was \$11,137,729 and \$11,659,271, respectively.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

Bonds Payable

In December 2013, FRS entered into a Loan Agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the purchase of the sixth floor of a building located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$18,450,000 of tax-exempt revenue bonds ("Series 2013A"). Monthly payments of interest commenced in June 2014. The Series 2013A bonds have a coupon rate of 4.2% with a maturity date of December 1, 2033. The Series A bonds were placed with Israel Discount Bank ("IDB") and, as part of the bond purchase and continuing covenant agreement between FRS and IDB, FRS must maintain a minimum balance with IDB of \$4,000,000, which is included within investments in the accompanying consolidated statements of financial position at September 30, 2023 and 2022. At September 30, 2023 and 2022, the outstanding principal balance of the Series 2013A bonds was \$14,235,000 and \$14,840,000, respectively. The following is a summary of minimum principal payments due on the notes and bonds at September 30, 2023:

<u>Year Ending September 30,</u>	<u>Notes Payable</u>	<u>Bonds Payable</u>	<u>Total</u>
2024	\$ 584,654	\$ 630,000	\$ 1,214,654
2025	544,230	655,000	1,199,230
2026	541,215	685,000	1,226,215
2027	548,331	715,000	1,263,331
2028	555,193	745,000	1,300,193
Thereafter	8,431,390	10,805,000	19,236,390
	<u>\$ 11,205,013</u>	<u>\$ 14,235,000</u>	25,440,013
Less: current portion			(1,214,654)
Less: bond issuance cost			<u>(544,727)</u>
			<u>\$ 23,680,632</u>
Long-term debt, net of current portion			

NOTE 10 - ADVANCES FROM GOVERNMENT AGENCY

During fiscal 2023 and 2022, FEDCAP received contract advances from various New York City government agencies. The refundable balance related to these advances as of September 30, 2023 and 2022 is \$40,206 and \$564,276, respectively. These advances are non-interest bearing and will be offset by future receivables within these programs.

NOTE 11 - FORGIVABLE CAPITAL ADVANCES

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

The following table summarizes the forgivable capital advances as of September 30, 2023:

	<u>Amount of Original Advance</u>
Housing I	
U.S. Department of HUD, interest rate of 5.375%, due unless forgiven on October 11, 2045, secured by six rental housing units. At September 30, 2023 and 2022, \$228,010 and \$238,335, respectively, was included in net assets with donor restrictions related to the Note.	\$ 413,000
Housing II	
U.S. Department of HUD, interest rate of 5.250%, due unless forgiven on April 1, 2048, secured by 10 rental housing units. At September 30, 2023 and 2022, \$438,567 and \$456,407, respectively, was included in net assets with donor restrictions related to the Note.	713,600
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on May 1, 2049, secured by 10 rental housing units, subordinate to the \$713,600 loan. At September 30, 2023 and 2022, \$319,792 and \$332,292, respectively, was included in net assets with donor restrictions related to the Note.	500,000
Housing III	
U.S. Department of HUD, interest rate of 4.125%, due unless forgiven on December 1, 2050, secured by eight rental housing units. At September 30, 2023 and 2022, \$502,517 and \$521,013, respectively, was included in net assets with donor restrictions related to the Note.	739,900
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on November 30, 2050, secured by eight rental housing units, subordinate to the \$739,900 loan. At September 30, 2023 and 2022, \$336,010 and \$348,379, respectively, was included in net assets with donor restrictions related to the Note.	494,740
Housing IV	
U.S. Department of HUD, interest rate of 4.125%, due unless forgiven on February 15, 2053, secured by 10 rental housing units. At September 30, 2023 and 2022, \$790,191 and \$813,950, respectively, was included in net assets with donor restrictions related to the Note.	1,070,400
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on February 28, 2053, secured by 10 rental housing units, subordinate to the \$1,070,400 loan. At September 30, 2023 and 2022, \$456,561 and \$475,183, respectively, was included in net assets with donor restrictions related to the Note.	624,898
Total	<u>\$ 4,556,538</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

NOTE 12 - LEASES

FEDCAP has entered into operating and finance lease commitments for space, office equipment and vehicles at various locations for its programs and administrative activities, which expire on various dates through July 2067.

The lease cost and other required information relevant to the lease commitments for the year ended September 30, 2023 are:

Lease cost	
Operating lease cost	\$ 15,299,969
Finance lease cost	
Amortization of right-of-use assets	297,686
Interest on lease liabilities	3,586,628
Sublease income	<u>(1,465,264)</u>
Total lease cost	<u>\$ 17,719,019</u>
Operating cash flows from operating leases	\$ 15,299,969
Operating cash flows from finance leases	2,881,967
Financing cash flows from finance leases	1,049,268
Right-of-use assets, obtained in exchange for new operating lease liabilities	\$ 52,158,869
Right-of-use assets, obtained in exchange for new finance lease liabilities	578,592
Weighted-average remaining lease term:	
Operating leases	18.57 years
Finance leases	25.56 years
Weighted-average discount rate:	
Operating leases	3.45%
Finance leases	5.70%

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

Future minimum payments under FEDCAP's leases are due as follows:

	Operating Leases	Finance Leases
2024	\$ 11,321,897	\$ 4,795,398
2025	8,875,761	5,026,816
2026	7,181,551	5,066,961
2027	5,656,326	5,015,962
2028	6,821,861	4,934,652
Thereafter	<u>90,537,854</u>	<u>111,810,670</u>
Total future undiscounted lease payments	130,395,250	136,650,459
Less: interest	<u>(38,300,532)</u>	<u>(56,891,323)</u>
Lease liabilities	<u>\$ 92,094,718</u>	<u>\$ 79,759,136</u>

Disclosures Related to Periods Prior to Adoption of ASC 842

Total rent expense for the year ended September 30, 2022 was \$15,289,496. Rent expense related to lease agreements was recognized on a straight-line basis over the lease term.

Future minimum lease commitments under non-cancellable operating leases as of September 30, 2022 were as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2023	\$ 14,593,814
2024	13,093,972
2025	12,245,259
2026	10,557,672
2027	8,763,622
Thereafter	<u>92,407,054</u>
Total	<u>\$ 151,661,393</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

Future minimum lease commitments under non-cancellable finance leases as of September 30, 2022 were as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2023	\$ 3,707,389
2024	4,471,864
2025	4,465,407
2026	4,803,639
2027	4,803,639
Thereafter	<u>116,983,515</u>
Total minimum lease payments	139,235,453
Less: amount representing interest	<u>(60,179,753)</u>
Present value of net minimum lease payments	<u>\$ 79,055,700</u>

NOTE 13 - CONTINGENCIES

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

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

NOTE 14 - TUITION REVENUE

FEDCAP receives funding for Fedcap Apex Technical School Inc. (d/b/a Apex Technical School) and for the Career Design School from the New York State Education Department, administered by the Bureau of Proprietary School Supervision. Gross tuition income has been included within rehabilitation and vocational programs in the accompanying consolidated statements of activities for the years ended September 30, 2023 and 2022 as follows:

	2023	
	Fedcap Apex Technical School Inc d/b/a Apex Technical School	Career Design School
Tuition	\$ 20,636,905	\$ 100,478
Less: book and tool sales	(664,857)	-
Less: application and insurance fees	(136,301)	-
Subtotal	19,835,747	\$100,478
Add: student Refunds and Returns to Federal Family Education Loan Programs included above	543,070	-
Gross tuition for tuition assessment calculations	\$ 20,378,817	\$ 100,478
	2022	
	Fedcap Apex Technical School Inc d/b/a Apex Technical School	Career Design School
Tuition	\$ 19,824,972	\$ 287,248
Less: book and tool sales	(566,428)	-
Less: application and insurance fees	(119,444)	-
Subtotal	19,139,100	287,248
Add: student Refunds and Returns to Federal Family Education Loan Programs included above	505,802	-
Gross tuition for tuition assessment calculations	\$ 19,644,902	\$ 287,248

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

NOTE 15 - NET ASSETS

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

	<u>2023</u>	<u>2022</u>
For use in future periods for		
Employment and job search programs	\$ 236,488	\$ 260,388
ESCT HUD capital advances	3,071,648	3,185,559
Time restricted - beneficial interest in remainder trust	2,577,709	2,395,008
Time restricted - general	<u>47,416,091</u>	<u>1,137,964</u>
	53,301,936	6,978,919
Beneficial interest in perpetual trusts and endowment funds subject to appropriation and satisfaction of donor restrictions	<u>2,158,054</u>	<u>2,003,074</u>
	<u>\$ 55,459,990</u>	<u>\$ 8,981,993</u>

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

	<u>2023</u>	<u>2022</u>
Easter Seals - beneficial interest in perpetual trusts	\$ 1,993,803	\$ 1,842,325
ReServe endowment	85,471	82,306
CWS endowment	<u>78,780</u>	<u>78,443</u>
	<u>\$ 2,158,054</u>	<u>\$ 2,003,074</u>

Net assets released from restrictions during the years ended September 30, 2023 and 2022 amounted to \$3,249,208 and \$669,536, respectively.

Net assets released from restrictions are comprised of the following as of September 30:

	<u>2023</u>	<u>2022</u>
Time Restricted - general	\$ 3,084,970	\$ -
ESCT HUD Capital Advances	113,913	113,913
Employment and job search programs	<u>50,325</u>	<u>555,623</u>
	<u>\$ 3,249,208</u>	<u>\$ 669,536</u>

NOTE 16 - RELATED-PARTY TRANSACTIONS

A CWS Board member is a trustee of the Eaton Fund. CWS leases its facilities from the Eaton Fund. The rent paid to Eaton Fund for each of the years ended September 30, 2023 and 2022 was \$130,000 and \$97,500, respectively.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

NOTE 17 - EMPLOYEE BENEFIT PLANS

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

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

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

Plan contributions are invested in one or more of the funding vehicles available to participants under the plans. Each participant is fully and immediately vested in employee contributions. Employer contributions to the plans amounted to \$13,520,332 and \$12,381,925 for the years ended September 30, 2023 and 2022, respectively.

NOTE 18 - CONCENTRATIONS

FEDCAP provides building services for federal buildings, which comprised 18% of total revenues during the years ended September 30, 2023 and 2022. FEDCAP provides offsite data entry personnel, custodial and other services to various branches of the state and city government through one New York State organization, which comprised 5% of total revenues during the years ended September 30, 2023 and 2022.

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

NOTE 19 - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

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

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

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

As of September 30, 2023 and 2022, the following tables show the total financial assets held by FEDCAP and the amounts of those financial assets that could readily be made available within one-year of the balance sheet date to meet general expenditures.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2023 and 2022

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

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 25,187,907	\$ 55,878,023
Accounts receivable, net	59,466,388	48,355,344
Contributions and grants receivable, net	2,819,540	1,179,787
Investments	<u>10,626,090</u>	<u>9,006,938</u>
Total financial assets available within the next 12 months	98,099,925	114,420,092
Less amounts unavailable for general expenditure due to:		
Donor-imposed restrictions	(4,772,847)	(4,583,655)
Minimum liquidity and collateral requirements under borrowing and other arrangements	<u>(18,900,000)</u>	<u>(17,500,000)</u>
Total financial assets available to meet general expenditures over the next 12 months	<u>\$ 74,427,078</u>	<u>\$ 92,336,437</u>

NOTE 20 - SUBSEQUENT EVENTS

FEDCAP evaluated its September 30, 2023 consolidated financial statements for subsequent events through February 15, 2024, the date the consolidated financial statements were available for issuance. FEDCAP is unaware of any events which would require recognition or disclosure in the accompanying consolidated financial statements other than what is described in this note.

On October 24, 2023, FEDCAP entered into an agreement with Provident Bank for a non-revolving construction line of credit in the amount of \$10,000,000. The line of credit will be used to finance the construction of certain improvements related to the Civic Hall lease. The line of credit has a maturity date of December 31, 2027 and fixed interest rate of 7.14%.

SUPPLEMENTARY INFORMATION



a member of THE FEDCAP GROUP

BOARD OF DIRECTORS

Nick Brattan, Chairman

Board Date 6/13/2018



Profession: President – NE Document Systems Inc.

William Rider

Board Date 2009



Profession: CEO/President-Greater Manchester Mental Health

Lynne Westaway, Treasurer

Board Date 8/1/2007



Profession: CPA/Partner-WIPFLI

James Sweeney PhD

Board Date 10/1/2020



Profession: PhD, Counseling

Peter Burke

Board Date 4/1/21



Profession: Community Education Manager @ St. Joseph Hospital

Cassandra Durand

Board Date 3/16/23



Profession: Director of ProHealth Integrated Primary Care

Kate Turcotte

Board Date 3/6/24



Profession: MSW, Professor and Therapist

Patrick Long

Board date 4/12/2026



Attorney

WHITNEY H. BROWN

wbrown@granitepathways.org

QUALIFICATIONS/LICENSURE

Association of Community Rehabilitation Educators – ACRE (March 2022)
NH Licensed Acupuncture Detoxification Specialist
Certified Sober Parenting Journey Facilitator (Nov 2018)
Certified Recovery Support Worker Supervisor, (CRSW Supervisor, license 148)
Mental Health First Aid National Instructor (certified April 2018)
NH Licensed Nursing Assistant (2015-2020)

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE

Master of Social Work (Leave of Absence) October 2022 Durham, NH

UNH INSTITUTE ON-DISABILITY

Building Futures Apprenticeship Oct 2021 – May 2023 Durham, NH

GRANITE STATE COLLEGE

Micro Credential in Addiction Studies Jun 2020 – Jun 2021 Concord, NH

UNH PROFESSIONAL EXTENSION SCHOOL

Introduction to Grant Writing Sept 2019 Durham, NH

Introduction to Basic Project Mgt. Oct 2019

CITY UNIVERSITY OF NEW YORK

Marketing Principles Fall 2010 New York, NY

Business Law in the Digital Age Spring 2011

BOSTON COLLEGE

BA in International Studies Sept 2004 – May 2008 Chestnut Hill, MA

INTERNATIONAL UNIV. OF BUSINESS & ECON.

Semester Abroad in Beijing, China Jan 2007 – May 2007

EXPERIENCE

SAFE HARBOR RECOVERY CENTER

Oct 2022-Present Portsmouth, NH

Director

Responsible for all day-to-day operations as an SUD outpatient treatment facility
Provide and oversee quality and person-centered direct recovery support service for clients with co-occurring disorders
Ensure client safety and triage and/or perform crisis intervention
Appropriately respond to displays or communication of imminent threat and/danger
Hire and train new staff
Develop and implement new strategies, programs, policies and procedures
Design and implement marketing strategy and initiatives

SAFE HARBOR RECOVERY CENTER

Oct 2021 – Oct 2022 Portsmouth, NH

Center Manager

Manage the Job Launch Program
Manage the Parenting Journey in Recovery Program
Manage the Homeless Outreach Program
Manage Peer Recovery Support Services
Supervise all staff and volunteers
Advance and sustain all recovery community organizational activity
Cultivate donor relations
Establish and develop community partnerships
Ensure HIPAA and 42 CFR compliance

JOB LAUNCH OF GRANITE PATHWAYS

Sept 2020 – Oct 2021

Portsmouth, NH

Contract Manager & CRSW

WHITNEY H. BROWN

Manage contract deliverables
 Qualify and quantify key performance indicators
 Supervise staff and interns
 Assist in employee professional development and licensure
 Ensure HIPAA and 42 CFR compliance
 Educate employees and volunteers in confidentiality practices
 Support business development
 Draft and submit grant proposals
 Develop service integration with other Statewide workforce and recovery initiatives
 Assist participants in career exploration and development
 Place participants in recovery-support work environments & Recovery Friendly Workplaces
 Facilitate vocational classes in SUD treatment settings

JOB LAUNCH OF GRANITE PATHWAYS Feb 2020 – Sept 2020 Portsmouth, NH

Employment Specialist & CRSW

Offer direct peer recovery support services through motivational conversation
 Facilitate and coordinate Power of Possible work readiness curriculum
 Conduct psychosocial intakes
 Establish and maintain client relationships on peer recovery support basis
 Initiate and cultivate relationships with client referral sources
 Formulate initial comprehensive service plans
 Coordinate with and delegate to Job Developer in service of clients' needs
 Structure referral processes
 Navigate privacy and confidentiality laws of telehealth and recovery coaching practice
 Draft and submit to Contractors quarterly reports
 Formulate records retention procedures
 Contribute to creation of programmatic materials including marketing brochure
 Assist with work readiness activities including resume drafting and proper interviewing

SAFE HARBOR RECOVERY CENTER Sept 2018 – Feb 2020 Portsmouth, NH

Facilitator/ Parenting Journey Coord. & CRSW

Assist individuals in defining and articulating their desired pathway of recovery
 Monitor and support individuals in achieving desired pathway of recovery
 Motivationally interview participants to develop actionable goals
 Validate and advocate for recoverees seeking expanded parental rights
 Navigation of and proficiency with family court system and parental rights in NH
 Leverage existing community resources to level obstacles in the way of health stability

PRIVATE DUTY HOME HEALTHCARE March 2017 – Sept 2018 Kittery, ME

Personal Care Assistant

MAXIM HEALTHCARE SERVICES March 2016 – March 2018 Manchester, NH

Licensed Nursing Assistant

NEW CASTLE FIRE DEPARTMENT Oct 2016 – May 2020 New Castle, NH

Member; Support Medical Team

RISE ABOVE SOBER LIVING Aug – Oct 2015 Nashua, NH

House Manager

GUNDERSON DETTMER, et al Nov 2010 – April 2012 New York, NY

Legal Secretary

Receptionist Nov 2011 – April 2012

Nov 2010 – Nov 2011

INTERNATIONAL VENUE GROUP March 2010 – Aug 2010 Shanghai, PRC

USA Pavilion Server

MANDARIN PRIVATE TUTORING Nov 2009 – Feb 2010 Shanghai, PRC

English Tutor

WHITNEY H. BROWN

MANDARIN ORIENTAL HOTEL

Asana Server

WENTWORTH BY THE SEA HOTEL

Server

Sept 2008 – May 2009

Boston, MA

Summers 2002 – 2008

New Castle, NH

Terri Varney
tvarney@granitepathways.org

OBJECTIVE

To obtain a position in education or human services that serves individuals, families and the community.

EDUCATION

NEW HAMPSHIRE PROFESSIONAL CERTIFIED COACH ~ 2010

University of New Hampshire ~ Coaching Children & Teens

MASTER OF EDUCATION ~ 2006

University of Massachusetts, Lowell, MA

PROFESSIONAL EXPERIENCE

CERTIFIED RECOVERY SUPPORT SPECIALIST ~ Rockingham County NH 2018-present

Most recently at Safe Harbor Recovery Center ~ Portsmouth, NH

EVENING ADULT EDUCATION TEACHER ~ York Adult Education, ME. 2016 – 2017

PARAPROFESSIONAL ~ Portsmouth, Durham and York School Departments – 2015-2018

DISABILITY SERVICES COORDINATOR ~ Great Bay Community College Portsmouth 2008 – 2014

LANGUAGE ARTS/READING TEACHER ~ Whittier Technical High School Haverhill, MA pre 2008

COMMUNITY SERVICE

REIKI PRACTITIONER MASTER Volunteer ~ Safe Harbor Recovery Center, Portsmouth, NH 2017
and Portsmouth Regional Hospital, Portsmouth, NH 2010 – 2015

Provided sessions for hospitalized individuals and/or in recovery from substance use disorders

TRANSFERABLE SKILLS

Interpersonal communication, organizing, collaborating, and facilitating learning

EDWARD J. MILLIKEN

emilliken@granitepathways.org

PROFILE

Recently retired executive with proven experience in leading, developing, and implementing programs, products, and services in non-profit and for-profit organizations.

CORE COMPETENCIES

**Program and People Leadership/Management • Strategic, Budget and Operations Management
Partnership Development • Cross-Functional Team Management**

PROFESSIONAL EXPERIENCE

Granite Pathways/Safe Harbor Recovery Center (SHRC) 2022-Present
Job Placement Specialist

Safe Harbor Recovery Center (SHRC), established in 2016, is a peer-to-peer based recovery resource center for adults and youth affected by substance use disorder (SUD). Under the auspices of its parent organization, Granite Pathways, SHRC offers peer mentoring and coaching.

Joined SHRC as a Volunteer in July, 2022 and was asked, in May 2023, to assume the part time role of Job Placement Specialist in the organization's Job Launch program. Coach and mentor clients in various aspects of the job search process (resume development, career decision making, application process, interviewing, etc.) as clients move back into the job market as the next step in their recovery process. Continue coaching and mentoring clients to ensure success in their job and in their recovery. Obtained licensure as a Certified Recovery Support Worker (CRSW) in May, 2024.

Facing History and Ourselves (FHAO), Brookline, MA 2014-2021
Director of Program Operations and Regional Strategy

FHAO is a non-profit organization focused on professional development for educators with the mission of engaging students in an examination of racism, prejudice, and anti-semitism to promote the development of a more humane and informed citizenry.

Established and directed the program strategic planning process, oversaw the regional office planning for headquarters and 8 US-based and 2 international offices and execution of program goals, and worked to improve the program delivery, systems, and processes. Led a team of 10 responsible for diverse functions throughout the organization (project management, DEI, business development, educator support, regional program teams, etc.). I retired from Facing History and Ourselves in June, 2021.

National Association of Elementary School Principals (NAESP), Alexandria, VA 2013-2014
Associate Executive Director

Directed a cross functional team tasked with the revitalization of NAESP's professional learning programs designed to meet member and non-member development needs. Oversaw the organization's nationally recognized Principal Mentor program, Annual Conference, National Principals Resource Center, and National Leadership Conference.

ASCD, Alexandria, VA 2011-2013
Managing Director and Interim Chief Program Development Officer

Led the strategic and operational direction of all ASCD's professional development efforts, including conferences and institutes, long-term field-based work with state, district, and school level leaders, and oversight of ASCD's \$3,000,000 Gates Foundation Grant. Total annual budget responsibility exceeded \$15,000,000. In addition, I assumed the additional executive level responsibilities of Interim Chief Program Development Officer, accountable for a \$43,000,000 revenue target and staff responsibility for 90+ professionals in the Program Development Unit.

- Oversaw the design and development of the organization's entire portfolio of print and digital publishing products as well as its face-to-face and virtual domestic and international programs and services.
- Developed and executed ASCD's cross-functional program/product response to educational initiatives such as the Common Core State Standards to meet the needs of state, district, and local level educators.
- Planned and implemented a wide range of educational, strategic, and operational initiatives to support ASCD's mission, including virtual and blended professional learning options, marketing/professional development collaboration, a broader content acquisition strategy, and content-specific faculty recruitment/ development.
- Maintained and developed relationships with educational thought leaders, subject matter experts, existing and aspiring ASCD authors, and key business and educational partners throughout the United States.

Staff Development for Educators (SDE), Peterborough, NH

2002-2011

Director, New Program/Content Development

SDE was a nationally recognized provider of professional development services and resources for the K-12 market.

Directed the conceptualization, design, development, and delivery of multiple new SDE professional development projects valued at \$20,000,000 in annual sales and had direct responsibility for 25+ in house and virtual staff plus a cadre of independent content development contractors.

Advanced the development of the organization's public professional development program by managing teams to research, program, and review more than 1,000 public programs annually throughout the United States and Canada.

Established a content development team that created a wide range of proprietary product suites and professional development options including books, printed materials, in person training, and interactive digital offerings.

Maintained a national educational consulting corps through the continued recruitment, development, and management of more than 200 educational presenters, consultants, authors, subject matter experts, and thought leaders.

The Monadnock Training Council, Amherst, NH

1998-2002

The Training and Education Center of New England

1999-2002

Owner/President

Established strong partnerships with colleges and universities to develop and distribute graduate and undergraduate programs of study for off-campus employee enrollment in businesses, service organizations, and community entities.

The Efficacy Institute

1994 to 1998

Senior Consultant/ Trainer

The Efficacy Institute is a nationally recognized consulting and training firm focusing on closing the achievement gap for minority students, primarily in large urban school districts.

My work centered on the restructuring of leadership and instructional practices in client school districts with particular focus on the use of data in classrooms to improve student outcomes.

Adams and Thayer, Inc.

1986 to 1994

Vice President/Senior Consultant

My work encompassed: assessments (including the MBTI and others), facilitation and consultation; the design and delivery of outplacement consulting to middle and senior managers including interview preparation, career coaching, and resume preparation.

ADDITIONAL PROFESSIONAL EXPERIENCE

Previous positions include **Director at The Learning Center of New Hampshire**, and middle and high school **English and Language Arts Teacher** in New Hampshire public schools.

EDUCATION

Post-Master's Degree Work (ABD), Policy Studies and Program Administration Boston University Boston, MA

Master of Business Administration, Human Resource Management Rivier College Nashua, NH

Master of Education, Reading Boston University Boston, MA

Bachelor of Arts, English University of New Hampshire Durham, NH

Justin Younger
Jyounger@granitepathways.org

PROFESSIONAL EXPERIENCE

Safe Harbor
CRSW, Recovery Specialist, Outreach, Volunteer Coordinator

Providing one on one Recovery Coaching session with members of Safe Harbor. I intake both walk ins and appointments to become a member of Safe Harbor. I supervise the Volunteer program, and the volunteers, on both their professional development track, and if they are looking to volunteer to help their community. I also Coach Working Feilds clients, as we are one of their partners. I attend any community resource meetings. I also work with other partnering agencies in the area, by doing presentations about our services. Assist clients with developing personal coping skills and strategies, and with identifying connections to sober support systems, and any other resources they can utilize. Facilitate Narcan training to agencies in the area. Entering data with several different software programs that are required by our funding organizations. I create and update policies and procedures for Safe Harbor. I am also the head of Safe Harbors social media accounts and postings. I create workflows for the team and myself. I also log all trackable items and create new trackers for the team. I work with Microsoft TEAMS, Recovery Link, Single Stop, Unite Us, and MMIS.

Location- 865 Islington Street
Portsmouth, NH 03801
January 2023- Present

Turning Point Case Manager

Southeastern Services New Hampshire Drug and Alcohol Abuse Services
Location- 272 County Farm Rd, Dover NH 03820
May 2019-Present

Provide case management assistance to clients in the low-intensity treatment program
Collaborate with the treatment team to provide clients with individualized case management and treatment plans
Assist clients with developing personal coping skills and strategies
Assist clients with identifying connections to sober support systems, including introduction to the 12-step recovery process
Assist clients with improving relationships and communication with family and other primary supports
Facilitate and create daily programming groups for the clients
Ensure clients follow all program rules and regulations
Observed, recorded, and reported on treatment, behavior, and progress of clients
Assist in establishing and implementing agency policies and procedures
Maintain records of clinical work per the standards of the profession using the WITS operating system

Integrated Delivery Network Case Manager

Southeastern Services New Hampshire Drug and Alcohol Abuse Services
Dover NH
April 2018-May 2019

Assisted patients with the transition from a hospitalized setting into substance abuse treatment programs
Responded to client requests and concerns
Educated hospital employees about recovery resources, including medication assisted treatment, SUD outpatient and IOP services, mental health treatment providers and primary care doctors
Collaborated with IDN staff and treatment team members

Addiction Recovery Center (ARC) Residential Assistant

Southeastern Services New Hampshire Drug and Alcohol Abuse Services
Dover NH
September 2016-April 2018

Facilitated and helped create psycho-educational groups
Ensure clients follow all program rules and regulations
Observed, recorded, and reported on treatment, behavior, and progress of clients
Helped provide clients with the knowledge and skills needed to achieve a stable recovery
Observed medication calls
Maintained records per the standards of the profession using the WITS operating system
Assisted with training new employees

Floor Manager

Bonfire Recovery
Dover, NH
September 2014-March 2016

Observed, recorded, and reported on treatment, behavior, and progress of residents
Help the residents accountable for their behaviors
Assigned the chores and other duties to residents

EDUCATION AND CERTIFICATIONS

Certified Recovery Support Worker-as of October 2018-Prest
Certified Recovery Coach-as of April 2018
CPR Certified-as of September 2019
Narcan Trained-January 2016
Central High School Diploma 2002

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name:

Granite Pathways

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Whitney Brown	Program Director	\$16,537.97	\$65,149.58
Teresa Varney	Recovery Employment Specialist	\$32,548.83	\$38,466.79
Edward Milliken	Recovery Employment Specialist	\$17,051.65	\$20,151.95
Justin Younger	Recovery Specialist	\$4,128.33	\$48,789.41
TBD	Recovery Employment Specialist	\$18,747.22	\$45,760.00
		\$0.00	\$0.00



Lori A. Weaver
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.dhha.nh.gov

REC'D 09/28 PM 3:35 RCU

ARC

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September 1, 2023

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 amendments to existing contracts, which were originally competitively bid, with the Contractors listed below to continue providing Workforce Readiness and Vocational Training Programs for individuals with opioid and/or stimulant use disorder, by increasing the total price limitation by \$316,000 from \$1,164,936 to \$1,480,936 and by extending the completion dates from September 29, 2023 to September 29, 2024, effective September 29, 2023 upon Governor and Council approval. 100% Federal 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
Archways	310158-B001	Greater Tilton Area	\$481,063	\$130,000	\$611,063	O: 08/14/19 (Item #10) A1: 02/17/21 (Item #20) A2: 10/13/21 (Item #35) A3: 11/02/22 (Item #18)
Granite Pathways	228900-B001	Statewide	\$683,873	\$186,000	\$869,873	O: 09/18/19 (Item #19) A1: 02/17/21 (Item #20) A2: 10/13/21 (Item #35) A3: 11/02/22 (Item #18)
Total:			\$1,164,936	\$316,000	\$1,480,936	

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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 extend the contracts, which were originally competitively bid, beyond the completion dates and there are no renewal options available. Due to the limited timeframe between the funding notification from the Federal awarding agency and the contract expiration date, there are no known viable alternatives to these Contractors, who have expertise with workforce readiness programs that are specifically tailored for individuals with opioid and/or stimulant use disorders. This request will allow the Contractors to continue to serve current participants without gaps or delays in service and avoid reduced or loss of access to these critical supports.

The purpose of this request is for the Contractors to continue providing vocational training supports and workforce readiness programs for individuals with opioid and/or stimulant use disorders who are in treatment and recovery settings, and who are seeking to join or re-join the workforce. In coordination with the Recovery Friendly Workplace Initiative, which empowers workplaces to provide support for individuals recovering from substance use disorder, services provided through the contracts support individuals in attaining gainful employment, which is a critical aspect of continued recovery.

Approximately 100 individuals will be served from September 29, 2023 to September 29, 2024, who, on average, engage with the vocational training supports and workforce readiness programs 300 days during the one-year period.

The Contractors will continue integrating workforce readiness programming into treatment and recovery settings, including creating vocational profiles in order to determine an individual's skill level, strengths, and readiness to gain employment. The Contractors will continue linking individuals to appropriate vocational trainings by providing training stipends and other resources that assist the individuals on the path to employment. Vocational training includes providing assistance with resume writing, completing job applications, and improving interviewing skills.

The Department will continue to monitor services through the review of monthly data reports and periodic surveys.

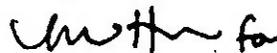
Should the Governor and Executive Council not authorize this request, individuals in recovery seeking a better quality of life and employment opportunities would have limited options. Workforce participation and consistent employment are critical components of an individual's ability to remain in recovery and gainfully participate in their communities.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.788, FAIN's H79T1081685, H79T1083326, H79T1085759, and TBD

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

Respectfully submitted,



Lori A. Weaver
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

**05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS:
BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT
100% Federal Funds**

Vendor Name		Archways		Vendor # 310158		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	92057040	\$70,081.00	\$0.00	\$70,081.00
2021	102-500731	Contracts for Program Services	92057040	\$27,748.00	\$0.00	\$27,748.00
2021	102-500731	Contracts for Program Services	92057046	\$29,234.00	\$0.00	\$29,234.00
2021	102-500731	Contracts for Program Services	92057048	\$66,667.00	\$0.00	\$66,667.00
2022	102-500731	Contracts for Program Services	92057048	\$33,333.00	\$0.00	\$33,333.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$93,000.00	\$0.00	\$93,000.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$31,000.00	\$0.00	\$31,000.00
2023	074-500589	Welfare Assistance	92057059	\$97,500.00	\$0.00	\$97,500.00
2024	074-500589	Welfare Assistance	92057059	\$32,500.00	\$97,500.00	\$130,000.00
2025	074-500589	Welfare Assistance	92057059	\$0.00	\$32,500.00	\$32,500.00
Sub Total				\$481,063.00	\$130,000.00	\$611,063.00

Vendor Name		Granite Pathways		Vendor # 228900		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	92057040	\$72,683.00	\$0.00	\$72,683.00
2021	102-500731	Contracts for Program Services	92057040	\$45,338.00	\$0.00	\$45,338.00
2021	102-500731	Contracts for Program Services	92057046	\$43,852.00	\$0.00	\$43,852.00
2021	102-500731	Contracts for Program Services	92057048	\$100,000.00	\$0.00	\$100,000.00
2022	102-500731	Contracts for Program Services	92057048	\$50,000.00	\$0.00	\$50,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$139,500.00	\$0.00	\$139,500.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$46,500.00	\$0.00	\$46,500.00
2023	074-500589	Welfare Assistance	92057059	\$139,500.00	\$0.00	\$139,500.00
2024	074-500589	Welfare Assistance	92057059	\$46,500.00	\$139,500.00	\$186,000.00
2025	074-500589	Welfare Assistance	92057059	\$0.00	\$46,500.00	\$46,500.00
Sub Total				\$683,873.00	\$186,000.00	\$869,873.00

Overall Total	\$1,164,936.00	\$316,000.00	\$1,480,936.00
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**State of New Hampshire
Department of Health and Human Services
Amendment #4**

This Amendment to the Workforce Readiness and Vocational Training Programs for Individuals with Opioid and/or Stimulant Use Disorder contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite Pathways ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 18, 2019 (Item #19), as amended on February 17, 2021 (Item #20), as amended on October 13, 2021 (Item #35), and as amended on November 2, 2022 (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, 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 1.7, Completion Date, to read:
September 29, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$869,873
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit A, Scope of Services by replacing it in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:
 1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Listing Number (ALN) 93.788, as awarded on:
 - 1.1. 09/30/2018, FAIN H79TI081685;
 - 1.2. 09/30/2020, FAIN H79TI083326;
 - 1.3. 08/09/2021, FAIN H79TI083326;
 - 1.4. 09/23/2022, FAIN H79T1085759; and
 - 1.5. Date and FAIN TBD pending receipt of the Notice of Award from SAMHSA, which is anticipated to be effective 9/30/2023.
6. Modify Exhibit B – Amendment #1, Methods and Conditions Precedent to Payment; Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 Budget through Exhibit B-11, Amendment #4, SOR III Budget.

7. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 5, Subsection 5.1, Paragraph 5.1.3, Subparagraph 5.1.3.1, to add Parts 5.1.3.1.9 through 5.1.3.1.11, as follows:
 - 4.1.3.1.9. Promotional items including, but not limited to, clothing and commemorative items with added logos for distribution to clients and the community, including but not limited to, pens, mugs/cups, folders/folios, lanyards, and conference bags. See 45 CFR 75.421(e)(3)
 - 4.1.3.1.10. Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. See 42 U.S.C. § 1320a-7b
 - 4.1.3.1.11. Sterile needles or syringes for the hypodermic injection of any illegal drug.
8. Add Exhibit B-10, Amendment #4, SOR III Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-11, Amendment #4, SOR III Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 29, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

9/5/2023

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Granite Pathways

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: Authorized Representative

9/5/2023

Date

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

OFFICE OF THE ATTORNEY GENERAL

9/5/2023

Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs
for Individuals with OUD



Exhibit A – Amendment #4

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide Workforce Readiness and Vocational Training Programs for a minimum of one hundred (100) individuals with Opioid Use Disorder and Stimulant Use Disorder (OUD/StimUD) in the Seacoast region.

2. Scope of Services

- 2.1. The Contractor shall ensure individuals who participate in Workforce Readiness and Vocational Training programs are referred to treatment and recovery services when applicable.
- 2.2. The Contractor shall provide workforce readiness programming to individuals with OUD/StimUD who are receiving treatment or recovery support services. The Contractor shall ensure workforce readiness programming includes, but is not limited to:
 - 2.2.1. Job specific skills training.
 - 2.2.2. Resume and cover letter assistance.
 - 2.2.3. Communication skills.
 - 2.2.4. Time management skills.
 - 2.2.5. Budgeting and financial management skills.
 - 2.2.6. Customer service training.
 - 2.2.7. Job retention approaches.
 - 2.2.8. Networking skills.
 - 2.2.9. Application and interview assistance, including mock interviews.
 - 2.2.10. Connections to employment resources.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs
for Individuals with OUD**



Exhibit A – Amendment #4

- 2.3. The Contractor shall ensure the facility is open weekdays from 8:30 am, Eastern Standard Time (EST), until each evening's programming ends and on Saturdays from 8:00 am until 2:30 pm (EST).
- 2.4. The Contractor shall recruit individuals through methods, that include, but are not limited to:
 - 2.4.1. Social media.
 - 2.4.2. Regional Providers.
 - 2.4.3. Doorways.
 - 2.4.4. Community members.
 - 2.4.5. Employer groups.
- 2.5. The Contractor shall implement a process to identify, recruit and engage individuals with an OUD/StimUD, including individuals not currently receiving services from the Contractor, who may be interested in pursuing employment and/or educational opportunities or who may be underemployed and are seeking a living wage.
- 2.6. The Contractor shall screen potential center participants with OUD/StimUD who are unemployed, underemployed or seeking to make a career transition and schedule same day appointments, when available, with the Employment Specialist to initiate the intake process.
- 2.7. The Contractor shall provide information regarding its workforce, job placement and employer education and support programs via mailings and presentations to community partners through meetings and other relevant forums to describe its workforce program and to promote the quality of its labor pool.
- 2.8. The Contractor shall refer participants to treatment to and/or accept referrals from:
 - 2.8.1. Treatment providers.
 - 2.8.2. Recovery housing for mothers and children.
 - 2.8.3. Other recovery houses in their region.
- 2.9. The Contractor shall ensure all participants are advised, informed or made aware of all services available, including but not limited to:
 - 2.9.1. Recovery housing.
 - 2.9.2. Aftercare services.
 - 2.9.3. Employment support services.
- 2.10. The Contractor shall ensure all services are provided in a manner that demonstrates operations are managed according to the five (5) tenants of:

OS
KB



**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs
for Individuals with OUD**

Exhibit A – Amendment #4

- 2.10.1. Urgency.
- 2.10.2. Ownership.
- 2.10.3. Learn by doing.
- 2.10.4. Lifelong learning.
- 2.10.5. Motivation through productivity.
- 2.11. The Contractor shall accept evaluation results from referring providers and have an intake process that includes the following:
 - 2.11.1. Psychosocial evaluation;
 - 2.11.2. Career essentials review; and
 - 2.11.3. Comprehensive service plan.
- 2.12. The Contractor shall determine appropriate level of program engagement and activities for each participant based on a comprehensive intake/assessment process, current life circumstances, and current level of treatment, if any, which may include:
 - 2.12.1. Recent intensive treatment defined as fifteen (15) or more hours per week that results in an individual being assigned to receive Work Readiness 101/Career Exploration services.
 - 2.12.2. Current non-intensive treatment defined as less than 15 hours per week, that results in an individual receiving concurrent workforce readiness activities and treatment hours ensuring workforce activities are scheduled in consideration of the participant's treatment schedule to avoid any scheduling conflicts.
 - 2.12.3. No active treatment that results in the individual being placed on a fast-track ensuring other ancillary barriers to employment are addressed and accelerated suite of job preparation services are provided to move individuals rapidly to job placement.
- 2.13. The Contractor shall ensure services are offered in a flexible manner in multiple modalities including, but not limited to:
 - 2.13.1. Instructor led, class-based training.
 - 2.13.2. Group-based activities.
 - 2.13.3. One-on-one training sessions.
- 2.14. The Contractor shall ensure individuals are enrolled in other services and supports that aid individuals in recovery who are seeking to enter the workforce for which they are eligible, as appropriate, including, but not limited to:

DS
KB

New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs
for Individuals with OUD



Exhibit A – Amendment #4

- 2.14.1. The Community Development Finance Authority Recovery Friendly Workplace Initiative Program Development Pilot.
- 2.14.2. The NH Department of Labor National Health Emergency Demonstration grant for individuals in recovery.
- 2.14.3. The Governor's Recovery Friendly Workforce Initiative.
- 2.14.4. NH Works.
- 2.14.5. NH Employment Security.
- 2.15. The Contractor shall provide Power of Possible Work Readiness curriculum, which includes but is not limited to:
 - 2.15.1. Access to 240 hours of job search/job readiness content via FedCap Academy, an online web-based learning management tool available 24 hours a day/7 days a week.
 - 2.15.2. Participation in employer-led mock interviews.
 - 2.15.3. 60 hours of dynamic instruction and time management activities designed to produce "employer ready" job seekers.
 - 2.15.4. Get Hired!
 - 2.15.5. Exploring My Opportunities.
 - 2.15.6. Power Interviewing.
 - 2.15.7. Power of Personality.
 - 2.15.8. Positive Me!
- 2.16. The Contractor shall utilize Single Stop USA to determine if an individual is eligible for Supplemental Nutrition Assistance Program (SNAP), Women, Infants, and Children (WIC), Earned Income Tax Credit (EITC) or Child Care Tax Credit (CTC), health insurance, and/or Low Income Energy Assistance.
- 2.17. The Contractor shall collaborate with local higher educational and vocational training institutions in order to identify and provide vocational training and educational opportunities to individuals in the treatment and/or recovery service setting.
- 2.18. The Contractor shall conduct a comprehensive vocational assessment to determine an individual's level of skills, strengths, and readiness to seek and enter the workforce ensuring the process is based on a person-centered focus grounded in individual choice and self-determination.
- 2.19. The Contractor shall utilize Diagnostic Vocational Evaluation (DVE) for conducting vocational assessments. DVE is an assessment provided to individuals to determine the following:

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs
for Individuals with OUD**



Exhibit A – Amendment #4

- 2.19.1. Vocational interests;
- 2.19.2. Aptitudes;
- 2.19.3. Skills;
- 2.19.4. Capabilities; and
- 2.19.5. Educational attainment levels.
- 2.20. The Contractor shall utilize the vocational assessment and participant inputs to design individual vocational plans of action that include appropriate levels of services and resources, including but not limited to:
 - 2.20.1. Resume writing.
 - 2.20.2. Job application writing.
 - 2.20.3. Improving client interviewing skills.
 - 2.20.4. Motivational interviewing to increase a client's willingness and readiness to seek education or employment opportunities may also be required.
- 2.21. The Contractor shall ensure all staff are trained in Motivational Enhancement Techniques (MET), which includes but is not limited to:
 - 2.21.1. Open-ended Question, Affirmations, Reflective Listening and Summarizing (OARS).
 - 2.21.2. Four Motivational Interviewing principles: Express Empathy, Roll with Resistance, Support Self-efficacy, and Develop Discrepancy.
- 2.22. The Contractor shall ensure individuals are assessed for and receive, as appropriate:
 - 2.22.1. Financial assistance for transportation to classes.
 - 2.22.2. Educational supplies, including but not limited to textbooks, as necessary.
 - 2.22.3. Access to computers and support for electronic job search functions.
- 2.23. The Contractor shall establish an employment plan for each participant that addresses previous barriers to employment, including but not limited to:
 - 2.23.1. Poor job history.
 - 2.23.2. Substance use disorder impacting performance.
 - 2.23.3. Criminal background.
- 2.24. The Contractor shall provide individuals with external employment resources and assist with gaining access to employment through activities that include, but are not limited to:

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**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs
for Individuals with OUD**

Exhibit A – Amendment #4

- 2.24.1. Providing transportation assistance to job fairs.
- 2.24.2. Providing opportunities to meet with job coaches.
- 2.24.3. Providing individuals with job-shadowing and internship opportunities.
- 2.25. The Contractor shall ensure individuals seeking vocational training or career development education are provided with resources that support those goals, including but not limited to:
 - 2.25.1. Training and class stipends.
 - 2.25.2. Financial aid and grant applications.
 - 2.25.3. Program application submission assistance.
- 2.26. The Contractor shall coordinate with the Recovery Friendly Workforce Initiative to offer opportunities for local businesses to engage with potential employees in recovery as a means to reduce stigma, identify employment opportunities, and increase the number of businesses identifying as Recovery Friendly.
- 2.27. The Contractor shall utilize a sector-based approach to job development and target a diverse range of businesses ensuring activities include, but are not limited to:
 - 2.27.1. Conducting personalized initial outreach to a business' hiring managers.
 - 2.27.2. Explaining the purpose and benefits of the Initiative, including but not limited to financial incentives that are available.
 - 2.27.3. Requesting a meeting to explore the possibility of enlisting the business in the effort.
- 2.28. The Contractor shall educate employers on services available to them for hiring individuals which shall include, but is not limited to:
 - 2.28.1. State's transitional benefits.
 - 2.28.2. Support with transportation.
 - 2.28.3. Retention case management.
 - 2.28.4. Personal development platform.
 - 2.28.5. Fedcap Academy.

3. Staffing

- 3.1. The Contractor shall ensure the Program Director manages the day-to-day program operations which includes, but is not limited to:
 - 3.1.1. Contracts.
 - 3.1.2. Space.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs
for Individuals with OUD**



Exhibit A – Amendment #4

- 3.1.3. Human resources.
- 3.1.4. Budgeting.
- 3.1.5. Ensuring efficiency of workflow.
- 3.1.6. Ensuring implementation and operation of all program services and operations.
- 3.2. The Contractor shall ensure the Employment Specialist job duties include, but are not limited to:
 - 3.2.1. Administering intakes and assessments.
 - 3.2.2. Coordinating employment-related activities and offsite trainings.
 - 3.2.3. Providing barrier remediation services.
 - 3.2.4. Providing employment and training related activities and supportive services in a classroom environment.
- 3.3. The Contractor shall ensure the Job Developer identifies, develops and maintains relationships with employers in order to create employment or on-the-job/job shadowing opportunities for individuals.

4. Reporting

- 4.1. The Contractor shall submit monthly data requirements reports to the Department on the fifteenth (15th) working day of the following month in a format approved by the Department for programs including, but not limited to:
 - 4.1.1. Number and type of recruitment activities for individuals with an OUD/StimUD.
 - 4.1.2. Number of individuals in the program with demographics such as age, gender, race, and ethnicity.
 - 4.1.3. Vocational services provided per individual.
 - 4.1.4. Start date of employment per individual.
 - 4.1.5. Type of position per individual.
 - 4.1.6. Name of employers per individual.
 - 4.1.7. Length of employment per individual.
 - 4.1.8. Number of employers recruited per month.
 - 4.1.9. Types of supports provided to employers to recruit, hire, and retain individuals in recovery per month.
- 4.2. The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by

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**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs
for Individuals with OUD**



Exhibit A – Amendment #4

the Department and/or Substance Abuse and Mental Health Services Administration (SAMHSA).

5. Performance Measures

- 5.1. The Contractor shall ensure ninety percent (90%) of individuals complete provided training programs.
- 5.2. The Contractor shall ensure seventy-five percent (75%) of individuals gain employment.
- 5.3. The Contractor shall ensure contact and coordination with one hundred percent (100%) of Recovery Friendly Workforce Initiative employers.
- 5.4. The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

6. State Opioid Response (SOR) Grant Standards

- 6.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
- 6.2. The Contractor shall ensure all referrals of individuals to the Doorways are:
 - 6.2.1. Completed and documented in the individual's file; and
 - 6.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.
- 6.3. The Contractor shall ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of OUD/StimUD or are at risk for such.
- 6.4. The Contractor shall coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.
- 6.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis, or to provide treatment using cannabis. The Contractor shall ensure:
 - 6.5.1. Treatment in this context includes the treatment of OUD/StimUD.
 - 6.5.2. Grant funds are not provided to any individual who or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders; and

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**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs
for Individuals with OUD**



Exhibit A – Amendment #4

- 6.5.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 6.6. The Contractor shall ensure Naloxone kits are available to individuals utilizing SOR funding.
- 6.7. If the Contractor intends to distribute test strips, the Contractor shall provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:
 - 6.7.1. Internal policies for the distribution of strips;
 - 6.7.2. Distribution methods and frequency; and
 - 6.7.3. Other key data as requested by the Department.
- 6.8. The Contractor shall provide services as referenced in Section 2 to eligible individuals who:
 - 6.8.1. Receive Medication for Opioid Use Disorder (MOUD) services from other providers, including the individual's primary care provider;
 - 6.8.2. Have co-occurring mental health disorders; or
 - 6.8.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 6.9. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 6.10. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 6.11. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRC collection.
- 6.12. The Contractor shall comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirements, and as amended, and shall collaborate with the Department to understand the aforesaid.
- 6.13. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Regional Hubs for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
- 6.14. The Contractor shall complete client referrals to applicable Regional Hubs for substance use services within two (2) business days of a client's admission to the program.

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**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs
for Individuals with OUD**



Exhibit A – Amendment #4

- 6.15. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 6.15.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 6.15.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.

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New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name: <i>Granite Pathways</i>			
Budget Request for: <i>Workforce Readiness & Vocational Programs for Individuals with OUD</i>			
Budget Period: <i>SFY24 (September 30, 2023-June 30, 2024)</i>			
Indirect Cost Rate (if applicable) <i>6%</i>			
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$88,150	\$0	\$88,150
2. Fringe Benefits	\$29,291	\$0	\$29,291
3. Consultants	\$1,800	\$0	\$1,800
4. Equipment	\$1,250	\$0	\$1,250
5.(a) Supplies - Educational	\$731	\$0	\$731
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$450	\$0	\$450
6. Travel	\$950	\$0	\$950
7. Software	\$500	\$0	\$500
8. (a) Other - Marketing/Communications	\$500	\$0	\$500
8. (b) Other - Education and Training- staff	\$515	\$0	\$515
8. (c) Other - Other (please specify)			
Insurance	\$1,200	\$0	\$1,200
Occupancy	\$8,640	\$0	\$8,640
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$131,977	\$7,500	\$139,477
Total Indirect Costs	\$7,523	\$0	\$7,523
TOTAL	\$139,500	\$7,500	\$147,000

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name: <u>Granite Pathways</u>			
Budget Request for: <u>Workforce Readiness & Vocational Programs for</u>			
<u>Individuals with</u>			
Budget Period <u>SFY24-(July 1, 2024-September 29, 2024)</u>			
Indirect Cost Rate (if applicable) <u>5.7% across both budget periods for entire amendment total</u>			
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$28,811	\$0	\$28,811
2. Fringe Benefits	\$9,796	\$0	\$9,796
3. Consultants	\$400	\$0	\$400
4. Equipment	\$500	\$0	\$500
5.(a) Supplies - Educational	\$200	\$0	\$200
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$250	\$0	\$250
6. Travel	\$306	\$0	\$306
7. Software	\$200	\$0	\$200
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$250	\$0	\$250
8. (c) Other - Other (please specify)			
Insurance	\$400	\$0	\$400
Occupancy	\$2,880	\$0	\$2,880
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$43,993	\$0	\$43,993
Total Indirect Costs	\$2,508	\$2,500	\$5,008
TOTAL	\$46,500	\$2,500	\$49,000

Contractor Initials AD
 Date 9/5/2023



Lori A. Skibbinette
Commissioner

Katje 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

October 11, 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 **Retroactive, Sole Source** amendments to existing contracts with the Contractors listed below to continue providing Workforce Readiness and Vocational Training Programs for individuals with opioid and/or stimulant use disorder, by increasing the total price limitation by \$316,000 from \$848,936 to \$1,164,936 and by extending the completion dates from September 29, 2022 to September 29, 2023, effective retroactive to September 29, 2022 upon Governor and Council approval. 100% Federal 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
Archways (FKA: Greater Tilton Area Family Resource Center)	297434-R001	Greater Tilton Area	\$351,083	\$130,000	\$481,083	O: 08/14/19 (Item #10) A1:02/17/21 (Item #20) A2:10/13/21 (Item #35)
Granite Pathways, Concord NH	228900-B001	Statewide	\$497,873	\$186,000	\$683,873	O: 09/18/19 (Item #19) A1:02/17/21 (Item #20) A2:10/13/21 (Item #35)
		Total:	\$848,936	\$316,000	\$1,164,936	

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 **Retroactive** because the Department was notified by the Federal awarding agency on September 23, 2022 of the availability of funding beyond the current contract completion date of September 29, 2022. Due to the delayed notification from the Federal awarding agency, the Department was unable to present this request to the Governor and Council prior to the contract expiring.

This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion dates and there are no renewal options available. Due to the limited timeframe between the funding notification from the Federal awarding agency and the contract expiration date, the Department was not able to re-procure for these services. Any delays or gaps in service provision may result in reduced or loss of access to services and supports for individuals in need of these critical services.

The purpose of this request is for the Contractors to continue providing vocational training supports and workforce readiness programs for individuals with opioid and/or stimulant use disorders who are in treatment and recovery settings and who are seeking to join and/or re-join the workforce. In coordination with the Recovery Friendly Workplace Initiative, which empowers workplaces to provide support for people recovering from substance use disorder, services provided through the contracts support individuals in attaining gainful employment, which is a critical aspect of continued recovery.

Approximately 400 individuals will be served from September 29, 2022 to September 29, 2023.

The Contractors will continue integrating workforce readiness programming into treatment and recovery settings, including creating vocational profiles in order to determine an individual's skill level, strengths, and readiness to gain employment. The Contractors will continue linking individuals to appropriate vocational trainings by providing training stipends and other resources that assist the individuals on the path to employment. Vocational training includes providing assistance with resume writing, completing job applications, and improving interviewing skills.

The Department will continue to monitor services through the review of data reports and periodic surveys.

Should the Governor and Executive Council not authorize this request, individuals in recovery seeking a better quality of life and employment opportunities would have limited options. Workforce participation and consistent employment are critical components of an individual's ability to remain in recovery and meaningfully participate in their communities.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI085759

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

**05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT,
HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT
100% Federal Funds**

Vendor Name		Archways		Vendor # 297434		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	92057040	\$70,081.00	\$0.00	\$70,081.00
2021	102-500731	Contracts for Program Services	92057040	\$27,748.00	\$0.00	\$27,748.00
2021	102-500731	Contracts for Program Services	92057046	\$29,234.00	\$0.00	\$29,234.00
2021	102-500731	Contracts for Program Services	92057048	\$66,667.00	\$0.00	\$66,667.00
2022	102-500731	Contracts for Program Services	92057048	\$33,333.00	\$0.00	\$33,333.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$93,000.00	\$0.00	\$93,000.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$31,000.00	\$0.00	\$31,000.00
2023	074-500589	Welfare Assistance	92057058	\$0.00	\$97,500.00	\$97,500.00
2024	074-500589	Welfare Assistance	92057058	\$0.00	\$32,500.00	\$32,500.00
Sub Total				\$351,063.00	\$130,000.00	\$481,063.00

Vendor Name		Granite Pathways		Vendor # 228900		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	92057040	\$72,683.00	\$0.00	\$72,683.00
2021	102-500731	Contracts for Program Services	92057040	\$45,338.00	\$0.00	\$45,338.00
2021	102-500731	Contracts for Program Services	92057046	\$43,852.00	\$0.00	\$43,852.00
2021	102-500731	Contracts for Program Services	92057048	\$100,000.00	\$0.00	\$100,000.00
2022	102-500731	Contracts for Program Services	92057048	\$50,000.00	\$0.00	\$50,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$139,500.00	\$0.00	\$139,500.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$46,500.00	\$0.00	\$46,500.00
2023	074-500589	Welfare Assistance	92057058	\$0.00	\$139,500.00	\$139,500.00
2024	074-500589	Welfare Assistance	92057058	\$0.00	\$46,500.00	\$46,500.00
Sub Total				\$497,873.00	\$186,000.00	\$683,873.00

Overall Total	\$848,936.00	\$316,000.00	\$1,164,936.00
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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: 603-271-4333 TDD Access: 1-800-735-2964 www.dhhsob.gov

September 3, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed below to continue providing Workforce Readiness and Vocational Training Programs for Individuals with Opioid and/or Stimulant Use Disorder, by exercising renewal options by increasing the total price limitation by \$310,000 from \$538,936 to \$848,936 and by extending the completion dates from September 29, 2021 to September 28, 2022 effective upon Governor and Council approval. 100% Federal Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Greater Tilton Area Family Resource Center, Tilton/NH	297434-R001	Greater Tilton Area	\$227,063	\$124,000	\$351,063	O: 08/14/19 Item #10 A1:02/17/21 Item #20
Granite Pathways, Concord/NH	228900-B001	Statewide	\$311,873	\$186,000	\$497,873	O: 08/18/19 Item #19 A1:02/17/21 Item #20
Total:			\$538,936	\$310,000	\$848,936	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to have the Contractors continue to provide vocational training supports and workforce readiness programs for Individuals with Opioid and/or Stimulant Use Disorders who are in treatment and recovery settings and who are seeking to join and/or re-

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

Join the workforce. Services provided through the contracts support individuals in attaining gainful employment, which is a critical aspect of continued sobriety.

Approximately 200 individuals will be served from September 30, 2021 to September 29, 2022.

The Contractors will continue integrating workforce readiness programming into treatment and recovery settings, including creating vocational profiles in order to determine an individual's skill level, strengths, and readiness to gain employment. The Contractors will continue linking individuals to appropriate vocational trainings by providing training stipends and other resources that assist the individuals on the path to employment. Vocational training may include, but is not limited to, providing assistance with resume writing, completing job applications, and improving interviewing skills.

The Department will continue monitoring contracted services by reviewing monthly and quarterly reports submitted by the Contractors and monitor the following performance measures:

- Ensuring ninety percent (90%) of individuals complete provided training programs.
- Ensuring seventy-five percent (75%) of individuals gain employment.
- Ensuring contact and coordination with one hundred percent (100%) of Recovery Friendly Workforce Initiative employers.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2. Renewal of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year of the one (1) available year remaining.

Should the Governor and Council not authorize this request, individuals in recovery seeking a better quality of life and employment opportunities would have limited options. Workforce participation and consistent employment are critical components of an individual's ability to remain in recovery and meaningfully participate in their communities.

Area served: Statewide

Source of Funds: Assistance Listing #93.788, FAIN #H79T1083326.

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

Respectfully submitted,



Lori A. Shiblette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

**05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS:
BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, BOR GRANT
100% Federal Funds**

Vendor Name		Greater Tilton Area Family Resource Center			Vendor # 297434		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount	
2020	102-500731	Contracts for Program Services	92057040	\$70,081.00	\$0.00	\$70,081.00	
2021	102-500731	Contracts for Program Services	92057040	\$27,748.00	\$0.00	\$27,748.00	
2021	102-500731	Contracts for Program Services	92057048	\$29,234.00	\$0.00	\$29,234.00	
2021	102-500731	Contracts for Program Services	92057048	\$68,667.00	\$0.00	\$68,667.00	
2022	102-500731	Contracts for Program Services	92057048	\$33,333.00	\$0.00	\$33,333.00	
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$93,000.00	\$93,000.00	
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$31,000.00	\$31,000.00	
Sub Total				\$227,063.00	\$124,000.00	\$351,063.00	

Vendor Name		Granite Pathways			Vendor # 228900		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount	
2020	102-500731	Contracts for Program Services	92057040	\$72,883.00	\$0.00	\$72,883.00	
2021	102-500731	Contracts for Program Services	92057040	\$45,338.00	\$0.00	\$45,338.00	
2021	102-500731	Contracts for Program Services	92057048	\$43,852.00	\$0.00	\$43,852.00	
2021	102-500731	Contracts for Program Services	92057048	\$100,000.00	\$0.00	\$100,000.00	
2022	102-500731	Contracts for Program Services	92057048	\$50,000.00	\$0.00	\$50,000.00	
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$139,500.00	\$139,500.00	
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$48,500.00	\$48,500.00	
Sub Total				\$311,873.00	\$188,000.00	\$499,873.00	

Overall Total	\$538,936.00	\$310,000.00	\$848,936.00
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Lori A. Spina
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 1-800-853-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 3, 2020

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 **retroactively** amend existing contracts with the vendors listed below to continue providing Workforce Readiness and Vocational Training Programs for individuals with Opioid Use Disorder, by exercising renewal options by increasing the total price limitation by \$204,962 from \$333,974.48 to \$538,936.48 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 100% Federal Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Greater Tilton Area Family Resource Center, Tilton/NH	297434-R001	Greater Tilton Area	\$138,740	\$88,323	\$227,063	O: 08/14/19, Item #10
Granite Pathways, Concord/NH	228900-B001	Statewide	\$195,234.48	\$116,639	\$311,873.48	O: 09/18/19, Item #19
Total:			\$333,974.48	\$204,962	\$538,936.48	

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

See attached fiscal details.

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

EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration (SAMHSA) in approving New Hampshire's requests for continued State Opioid Response Grant funding, the efforts to add the state appropriations were deferred.

The purpose of this request is to continue to provide vocational training supports and workforce readiness programs for individuals with Opioid Use Disorders who are in treatment and recovery settings and who are seeking to join and/or re-join the workforce. Employment has long been recognized as a critical element in the recovery process, providing people with hope and opportunity to move forward in the recovery process determined by principles of self-determination.

Approximately 100 individuals will be served from September 29, 2020 to September 29, 2021.

This vendors will continue integrating workforce readiness programming into treatment and recovery settings, including creating vocational profiles in order to determine an individual's skill level, strengths, and readiness to gain employment. The vendors will link the individual to appropriate vocational trainings with the provision of training stipends and other resources to aid the individual on the path to employment. Vocational training may include, but is not limited to, assistance with resume writing, completing job applications, and improving interviewing skills.

Unique to these services is a robust level of client-specific data that will be available, which will be collected in coordination with the Regional Doorways. The State Opioid Response grant requires that all individuals served receive a comprehensive assessment at several time intervals, specifically at intake, six (6) months after intake, and upon discharge. Through collaborative agreements with the vendors under these contracts, the Regional Doorways gather data on client-related outcomes including: recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. The data collected enables the Department to measure short and long-term outcomes associated with State Opioid Response-funded initiatives and to determine which programs are generating the best results for the clients served.

The Department will monitor contracted services using the following performance measures:

- The Contractors will ensure ninety percent (90%) of individuals complete provided training programs.
- The Contractors will ensure seventy-five percent (75%) of individuals gain employment.

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

Should the Governor and Executive Council not authorize this request, individuals in recovery seeking a better quality of life and employment opportunities would have limited options. Workforce participation and consistent employment are critical components of an individual's ability to remain in recovery and meaningfully participate in their communities.

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

Area served: Statewide.

Source of Funds: CFDA #93.788, FAIN #TI081685 and FAIN #TI083326.

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

Respectfully submitted,



Lori A. Shibette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL**

05-85-02-020510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS:
BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID
RESPONSE GRANT
100% Federal Funds CFDA #93.788 FAIN H79T081685 and H79T083320

Greater Tilton Area Family Resource Center, Tilton/NH

Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102/500731	Contracts for Program Services	92057040	\$110,992	(\$40,911)	\$70,081
2021	102/500731	Contracts for Program Services	92057040	\$27,748	\$0	\$27,748
2021	102/500731	Contracts for Program Services	92057046	\$0	\$29,234	\$29,234
2021	102/500731	Contracts for Program Services	92057048	\$0	\$66,667	\$66,667
2022	102/500731	Contracts for Program Services	92057048	\$0	\$23,233	\$23,233
		Sub Total		\$138,740	\$88,323	\$227,063

Granite Pathways, Concord/NH

Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102/500731	Contracts for Program Services	92057040	\$149,896	(\$77,213)	\$72,683
2021	102/500731	Contracts for Program Services	92057040	\$45,338	\$0	\$45,338
2021	102/500731	Contracts for Program Services	92057046	\$0	\$43,852	\$43,852
2021	102/500731	Contracts for Program Services	92057048	\$0	\$100,000	\$100,000
2022	102/500731	Contracts for Program Services	92057048	\$0	\$50,000	\$50,000
		Sub Total		\$195,234	\$216,639	\$311,873

Overall Total	\$333,974	\$204,962	\$538,936
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AUG 30 '19 PM 2:17 DAS

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Jeffrey A. Meyers
Commissioner

Nelle 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

August 28, 2019

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 agreement with Granite Pathways (Vendor # 228900-8001), 10 Ferry Street, Suite 319, Concord, NH 03301, in an amount not to exceed \$195,234.48, to provide Workforce Readiness and Vocational Training Programs for Individuals with Opioid Use Disorder, effective upon date of Governor and Council approval, through September 29, 2020. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID
RESPONSE GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92057040	\$149,898.32
2021	102-500731	Contracts for Prog Svc	92057040	\$45,338.16
			Total:	\$195,234.48

EXPLANATION

The purpose of this request is for the design and implementation of vocational training supports and workforce readiness programs for individuals with Opioid Use Disorders in treatment and recovery settings who are seeking to join and/or re-join the workforce. This vendor was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from November 15, 2018 through December 13, 2018. In addition, a notice was sent by email to a wide variety of stakeholders and potential vendors. The Department received four (4) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Score Summary is attached. Employment has long been

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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recognized as a critical element in the recovery process, providing people with hope and opportunity to move forward in the recovery process that is determined by principles of self-determination.

This request represents the final one (1) of two (2) contracts to provide vocational training supports and workforce readiness programs. The Governor and Executive Council previously approved one (1) contract on August 14, 2019 (Item #10).

The State of New Hampshire received funding through the Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response (SOR) grant opportunity. New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. These critical funds will strengthen established programs that have had a positive impact on the opioid crisis as well as expand the capacity for programs that have shown promise in helping individuals battling an opioid misuse issue and stem the tide of the addiction epidemic in NH. In 2017, NH had 488 opioid-related deaths, 2,774 emergency naloxone (Narcan) administrations, and 6,684 emergency department opioid related visits. NH is ranked as having the third highest overdose rate in the country at 39 individuals per 100,000 population. The scope of work was developed, in part, through a public comment forum which identified gaps in the system aimed at workforce training opportunities for individuals with OUD. The services provided through these funds should leverage resources and facilitate connections with the multiple workforce initiatives for individuals with SUD/OUD that have emerged over the past two years, including the Governor's Recovery Friendly Workplace Program and the Department of Labor National Health Emergency Demonstration grant for individuals in recovery, provided under the Workforce Innovation and Opportunity Act of 2014.

This agreement will require the vendor to integrate workforce readiness programming into treatment and recovery settings, including creating vocational profiles in order to determine an individual's skill level, strengths, and readiness to gain employment. The vendor will link the individual to appropriate vocational trainings with the provision of training stipends and other resources to aid the individual on the path to employment. Vocational training may include, but is not limited to assistance with resume writing, job applications, and improving interviewing skills.

Unique to these services is a robust level of client-specific data that will be available, which will be collected in coordination with the Regional Hubs that were approved by Governor and Executive Council at the October 31, 2018 meeting. The SOR grant requires that all individuals served receive a comprehensive assessment at several time intervals, specifically at intake, six (6) months and upon discharge. Through collaborative agreements with the vendor under this contract, the Regional Hubs will be responsible for gathering data on client-related outcomes including: recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

Approximately one hundred (100) individuals will be served from Governor and Executive Council approval through September 29, 2020.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, individuals in recovery seeking a better quality of life and employment opportunities would have limited options. Workforce participation and consistent employment are critical components of an individual's ability to remain in

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

recovery and meaningfully participate in their communities.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN T1081685)

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

Respectfully submitted,



Jeffrey A. Mayers
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*



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

Workforce Readiness and Vocational Training
Programs for Individuals with Opioid Use
Disorder

RFP-2019-BDAS-12-WORKF

RFP Name

RFP Number

Bidder Name

Reviewer Names

1. Greater Tilton Area Family Resource Center
2. Headrest, Inc.
3. Granite Pathways, Inc.
4. Family Resource Center at Gorham

Pass/Fail	Maximum Points	Actual Points
	750	659
	750	515
	750	583
	750	443

1. Jill Burke, Chief of Prevention & Educational Services, BDAS
2. Melissa Girard, Div Behavioral Mth Business Administrator III
3. Gene Patnode, Div Family Assist. Business & Industry Mgr.
4. Barry Sandberg, Program Specialist IV, Div Behavioral Mth
5. Undy Keller, Resources & Development Admin BOAS
- 6.