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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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June 10, 2021

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

REQUESTED ACTION

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

The Department selected the contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 4/7/2021 through 5/6/2021. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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

Areas served: Statewide

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

Peer Recovery Outreach to Homeless
Shelters and Encampments

RFA-2022-BDAS-02-PEERR

RFA Name

RFA Number

Bidder Name

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

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

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

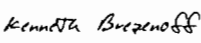
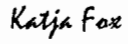
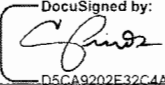
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Granite Pathways, Inc.		1.4 Contractor Address 60 Rogers St., Suite 205 Manchester, NH 03103	
1.5 Contractor Phone Number (603) 493-9751	1.6 Account Number 05-95-92-920510-33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$43,750
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/10/2021		1.12 Name and Title of Contractor Signatory Kenneth Brezenoff General Counsel	
1.13 State Agency Signature DocuSigned by:  Date: 6/10/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/11/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials
Date

DS
KB

6/10/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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

Scope of Services

1. Statement of Work

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

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

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

2. Exhibits Incorporated

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

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

3. Reporting Requirements

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

4. Performance Measures

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

5. Additional Terms

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

DS
K.B

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

6. Records

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

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

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

- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, and any of its designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

Payment Terms

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

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

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

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

7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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

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

Exhibit C-1

New Hampshire Department of Health and Human Services

Contractor Name: Granite Pathways, Inc.

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

Peer Recovery Outreach to Homeless Shelters and Encampments

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$19,744.00	\$	\$ 19,744.00	\$	-	\$ -	\$19,744.00	\$	\$ 19,744.00
2. Employee Benefits	\$6,318.08	\$	\$ 6,318.08	\$	-	\$ -	\$6,318.08	\$	\$ 6,318.08
3. Consultants	\$5,250.00	\$	\$ 5,250.00	\$	-	\$ -	\$5,250.00	\$	\$ 5,250.00
4. Equipment:	\$1,000.00	\$	\$ 1,000.00	\$	-	\$ -	\$1,000.00	\$	\$ 1,000.00
Rental	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Repair and Maintenance	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Purchase/Depreciation	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
5. Supplies:	\$400.00	\$	\$ 400.00	\$	-	\$ -	\$400.00	\$	\$ 400.00
Educational	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Lab	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Pharmacy	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Medical	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Office	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
6. Travel	\$1,507.92	\$	\$ 1,507.92	\$	-	\$ -	\$1,507.92	\$	\$ 1,507.92
7. Occupancy	\$2,280.00	\$	\$ 2,280.00	\$	-	\$ -	\$2,280.00	\$	\$ 2,280.00
8. Current Expenses	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Telephone	\$600.00	\$	\$ 600.00	\$	-	\$ -	\$600.00	\$	\$ 600.00
Postage	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Subscriptions	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Audit and Legal	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Insurance	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Board Expenses	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
9. Software	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
10. Marketing/Communications	\$400.00	\$	\$ 400.00	\$	-	\$ -	\$400.00	\$	\$ 400.00
11. Staff Education and Training	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
12. Subcontracts/Agreements	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
13. Other (specific details mandatory)	\$1,000.00	\$	\$ 1,000.00	\$	-	\$ -	\$1,000.00	\$	\$ 1,000.00
Flex Funds for bus tickets, sleeping bags, tents, snacks, water, small denomination gift cards/contingencies	\$	\$	\$ -	\$	-	\$ -	\$	\$	\$ -
Indirect As A Percent of Direct	\$5,250.00	\$	\$ 5,250.00	\$	-	\$ -	\$5,250.00	\$	\$ 5,250.00
TOTAL	\$ 43,750.00	\$	\$ 43,750.00	\$	-	\$ -	\$ 43,750.00	\$	\$ 43,750.00

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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


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


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

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

Vendor Name:

6/10/2021
Date

DocuSigned by:

 Name: Kenneth Brezenoff
 Title: General Counsel

Vendor Initials 
 Date 6/10/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

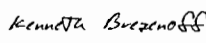
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name:

6/10/2021

Date

DocuSigned by:

 Name: Kenneth Brezenoff
 Title: General Counsel

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**New Hampshire Department of Health and Human Services
Exhibit F**



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

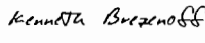
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/10/2021
Date

DocuSigned by:

 Name: Kenneth Brezenoff
 Title: General Counsel

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New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/10/2021

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

Exhibit G

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Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/10/2021

Date

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

Contractor Initials KB
Date 6/10/2021



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

Contractor Initials

KB

Date 6/10/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Contractor Initials DS
K.B.

Date 6/10/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials KB

Date 6/10/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Fedcap

The State

Name of the Contractor

Katja Fox

Kenneth Brezenoff

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Kenneth Brezenoff

Name of Authorized Representative
Director

Name of Authorized Representative

Title of Authorized Representative

General Counsel

Title of Authorized Representative

6/10/2021

6/10/2021

Date

Date

Contractor Initials *KB*

Date 6/10/2021



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

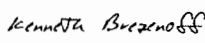
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


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

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

Contractor Name:

6/10/2021
Date

DocuSigned by:

 Name: Kenneth Brezenoff
 Title: General Counsel

Contractor Initials 
 Date 6/10/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: '019392707
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Initials DS
KB
Date 6/10/2021

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: **0005359576**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

**Peer Recovery Outreach to Homeless Shelters and Encampments
RFA-2022-BDAS-02-PEERR-01**

I, William Rider, hereby certify that:


1. I am a duly elected Officer of Granite Pathways.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called, and held on May 20th, 2021, at which a quorum of the Directors/shareholders were present and voting.

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/21/2021



Signature of Elected Officer
Name: William Rider
Title: Granite Pathways Interim Board Chair



MISSION STATEMENT

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

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

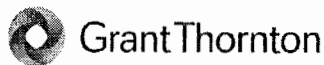
**Consolidated Financial Statements and
Supplementary Information Together
with Report of Independent Certified
Public Accountants**

The FEDCAP Group

September 30, 2020 and 2019

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
The FEDCAP Group:

We have audited the accompanying consolidated financial statements of The FEDCAP Group (collectively, "FEDCAP") which comprise the consolidated statements of financial position as of September 30, 2020 and 2019, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's responsibility for the financial statements

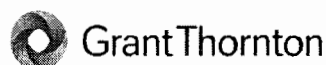
Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation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

Auditor's responsibility

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

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

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



Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The FEDCAP Group as of September 30, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other matters

Supplementary information

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

Grant Thornton LLP

New York, New York
March 18, 2021

The FEDCAP Group

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

As of September 30,

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 24,926,770	\$ 9,821,462
Accounts receivable (net of allowance for doubtful accounts of approximately \$4,394,000 in 2020 and \$2,180,000 in 2019)	56,865,665	54,652,438
Contributions and grants receivable (net of allowance for uncollectible contributions of approximately \$250,000 in 2020 and 2019)	2,131,974	4,352,341
Inventories, net	407,002	111,693
Prepaid expenses and other assets	<u>8,321,637</u>	<u>8,655,835</u>
Total current assets	<u>92,653,048</u>	<u>77,593,769</u>
Investments	9,317,759	8,703,912
Goodwill	842,860	761,776
Property, plant and equipment, net	84,033,493	86,739,150
Beneficial interest in trusts	4,713,515	4,512,345
Other assets	<u>478,067</u>	<u>478,062</u>
Total assets	<u>\$ 192,038,742</u>	<u>\$ 178,789,014</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 30,200,021	\$ 39,601,357
Deferred revenues	6,066,207	1,772,430
Advances from government agency	3,620,421	433,397
Current portion of revolving loans	-	3,000,000
Current portion of obligations under capital leases	2,159,924	2,155,006
Notes payable, current	<u>1,501,527</u>	<u>1,117,418</u>
Total current liabilities	43,548,100	48,079,608
Capital lease obligation	34,181,372	34,773,486
Notes payable	30,515,955	30,368,846
Revolving loans	26,653,273	23,653,273
Payroll Protection Program notes payable	12,481,054	-
Other liabilities	<u>6,586,501</u>	<u>4,274,856</u>
Total liabilities	<u>153,966,255</u>	<u>141,150,069</u>
Commitments and contingencies		
NET ASSETS		
Without donor restrictions	29,925,809	29,006,372
Without donor restrictions - non-controlling interest	(440,118)	133,033
With donor restrictions	<u>8,586,796</u>	<u>8,499,540</u>
Total net assets	<u>38,072,487</u>	<u>37,638,945</u>
Total liabilities and net assets	<u>\$ 192,038,742</u>	<u>\$ 178,789,014</u>

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,

	2020			2019		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues						
Contract services and products	\$ 112,977,906	\$ -	\$ 112,977,906	\$ 117,957,318	\$ -	\$ 117,957,318
Rehabilitation and vocational programs	153,984,201	-	153,984,201	157,515,208	-	157,515,208
Contribution revenues	5,619,460	-	5,619,460	19,615,745	25,000	19,640,745
Inherent contribution	263	-	263	4,771,572	-	4,771,572
Realized and unrealized gains (losses) on investments	391,942	201,169	593,111	23,299	(15,139)	8,160
Interest income	205,383	-	205,383	757,089	-	757,089
Miscellaneous revenue	130,321	-	130,321	231,885	-	231,885
Net assets released from restrictions	113,913	(113,913)	-	144,754	(144,754)	-
Total revenues	273,423,389	87,256	273,510,645	301,016,870	(134,893)	300,881,977
Expenses						
Program services:						
Contract services and products	97,048,935	-	97,048,935	105,974,532	-	105,974,532
Rehabilitation and vocational programs	136,046,180	-	136,046,180	151,992,240	-	151,992,240
	233,095,115	-	233,095,115	257,966,772	-	257,966,772
Supporting services:						
Management and general	36,383,728	-	36,383,728	38,307,140	-	38,307,140
Development	3,598,260	-	3,598,260	4,011,241	-	4,011,241
	39,981,988	-	39,981,988	42,318,381	-	42,318,381
Total expenses	273,077,103	-	273,077,103	300,285,153	-	300,285,153
Change in net assets	346,286	87,256	433,542	731,717	(134,893)	596,824
Net assets at beginning of year	29,139,405	8,499,540	37,638,945	28,407,688	8,634,433	37,042,121
Net assets at end of year	<u>\$ 29,485,691</u>	<u>\$ 8,586,796</u>	<u>\$ 38,072,487</u>	<u>\$ 29,139,405</u>	<u>\$ 8,499,540</u>	<u>\$ 37,638,945</u>

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, 2020

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

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

The FEDCAP Group

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2019

	Program Services			Supporting Services			Total Expenses
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	
Salaries and related expenses	\$ 75,112,041	\$ 92,028,205	\$ 167,140,246	\$ 13,482,595	\$ 1,321,359	\$ 14,803,954	\$ 181,944,200
Professional fees	190,014	16,794,601	16,984,615	4,155,799	773,764	4,929,563	21,914,178
Professional development and evaluation	52,176	760,002	812,178	486,894	8,354	495,248	1,307,426
Materials and supplies	4,608,212	2,294,309	6,902,521	272,753	21,424	294,177	7,196,698
Commissions	2,983,026	4,969	2,987,995	-	-	-	2,987,995
Telephone	190,887	850,894	1,041,781	714,266	16,490	730,756	1,772,537
Postage and shipping	127,982	200,267	328,249	31,436	6,129	37,565	365,814
Insurance	1,170,764	957,823	2,128,587	1,049,952	14,847	1,064,799	3,193,386
Occupancy costs	2,789,676	13,459,134	16,248,810	2,010,115	136,043	2,146,158	18,394,968
Equipment rental and maintenance	1,190,342	759,425	1,949,767	311,275	42,037	353,312	2,303,079
Equipment purchases	312,686	113,267	425,953	56,833	5,761	62,594	488,547
Client transportation and travel	355,593	3,537,161	3,892,754	843,055	130,157	973,212	4,865,966
Subscription and printing	85,901	297,125	383,026	596,854	23,194	620,048	1,003,074
Technology	422,832	1,584,234	2,007,066	3,057,023	82,864	3,139,887	5,146,953
Interest expense	-	31,347	31,347	4,547,252	-	4,547,252	4,578,599
Bank charges and processing fees	137,624	37,119	174,743	799,792	34,665	834,457	1,009,200
Bad debt provision	-	55,371	55,371	9,771	-	9,771	65,142
Subcontractor expense	15,701,994	9,751,574	25,453,568	1,492,608	130,670	1,623,278	27,076,846
Stipends	24,586	4,730,195	4,754,781	80,113	1,338	81,451	4,836,232
Security guard expense	1,672	604,506	606,178	55,127	272	55,399	661,577
Other	173,575	2,160,645	2,334,220	605,829	1,255,001	1,860,830	4,195,050
Total expenses before depreciation and amortization	105,631,583	151,012,173	256,643,756	34,659,342	4,004,369	38,663,711	295,307,467
Depreciation and amortization	342,949	980,067	1,323,016	3,647,798	6,872	3,654,670	4,977,686
Total expenses	\$ 105,974,532	\$ 151,992,240	\$ 257,966,772	\$ 38,307,140	\$ 4,011,241	\$ 42,318,381	\$ 300,285,153

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>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 433,542	\$ 596,824
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	4,885,155	4,977,686
Amortization of goodwill	118,911	-
Bad debt provision	1,204,227	65,142
Inherent contribution	-	(4,771,572)
Realized and unrealized gains on investments	(593,111)	(8,160)
Changes in assets and liabilities:		
Accounts receivable	(3,517,454)	(9,347,783)
Contribution receivable	2,320,367	(3,004,961)
Inventories	(295,309)	133,256
Prepaid expenses and other assets	334,198	1,612,193
Beneficial interest in remainder trust	(201,170)	134,394
Accounts payable and accrued liabilities	(9,401,336)	903,268
Deferred revenue	4,293,777	(2,392,733)
Other liabilities	2,311,645	(393,777)
Net cash provided by (used in) operating activities	<u>1,893,442</u>	<u>(11,496,223)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	505,011	19,000,000
Purchase of investments	(525,747)	(9,468,482)
Cash paid in acquisition	(200,000)	-
Cash received in acquisition	-	355,904
Capital expenditures	(2,179,498)	(5,543,024)
Net cash (used in) provided by investing activities	<u>(2,400,234)</u>	<u>4,344,398</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase (decrease) in advances from government agencies	3,187,024	(1,051,964)
Change in revolving loans	-	8,800,000
Proceeds from Payroll Protection Plan notes payable	12,481,054	-
Proceeds from notes payable	531,218	-
Repayment of notes payable	-	(1,220,124)
Repayment of capital lease obligations	(587,196)	(369,572)
Net cash provided by financing activities	<u>15,612,100</u>	<u>6,158,340</u>
Increase (decrease) in cash and cash equivalents	15,105,308	(993,485)
CASH AND CASH EQUIVALENTS		
Beginning of year	<u>9,821,462</u>	<u>10,814,947</u>
End of year	<u>\$ 24,926,770</u>	<u>\$ 9,821,462</u>
Supplemental disclosure of cash flow information:		
Cash interest paid during the year	<u>\$ 2,722,157</u>	<u>\$ 3,053,771</u>

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2020 and 2019

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"). On July 24, 2019, the Parent became the sole member of the following affiliates: Fedcap, Inc ("Fed Inc."), Fedcap Rehabilitation Services, Inc ("FRS"), Wildcat Services Corporation ("Wildcat"), ReServe Elder Services, Inc. ("ReServe"), Community Workshops, Inc. ("CWS"), Easter Seals New York, Inc. ("ESNY"), 1184 Deer Park Ave., Inc. ("1184" or "Red Mango"), Granite Pathways, Inc ("GP"), Easter Seals Rhode Island, Inc ("ESRI"), Seacoast Pathways, Inc. ("Seacoast"), Single Stop USA Inc. ("SGST"), Benevolent, MVLE, Easter Seals Central Texas ("ESCT"), Easter Seals North Texas ("ESNT") and Fedcap UK. 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 the sole member of the above-named subsidiaries through July 23, 2019, at which point the Parent became the sole corporate member.

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, 2020 and 2019

On May 1, 2016, ESNY received a contribution in the form of a Red Mango franchise, incorporated as 1184. 1184 was incorporated as a for profit corporation, operating as a social enterprise which includes a training center and employment opportunities for veterans. 1184 ceased operations as of September 6, 2019. The loss related to these operations did not significantly impact operating results for fiscal 2019.

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.

On November 7, 2018, 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.

On December 3, 2018, Fedcap UK acquired Kennedy Scott, Limited ("KS"), a United Kingdom company through a stock purchase. KS provides high quality job support, placement, retention and related services to people in the United Kingdom.

On February 22, 2019, Fedcap Employment Limited ("FED") was established under the laws of the United Kingdom. FED delivers employability solutions across the United Kingdom to build communities through a blend of local frontline professional teams and like-minded supply chain partners. Fedcap UK is the sole corporate member of FED.

On March 1, 2019, Fedcap Employment Scotland Limited ("FES") was established under the laws of Scotland in the United Kingdom. FES delivers employability solutions across Scotland to build communities through a blend of local frontline professional teams and like-minded supply chain partners. Fedcap UK is the sole corporate member of FES.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

On March 14, 2019, FES became a majority shareholder of Start Scotland Limited ("SS"). SS is a value-driven organization that strives to put its customers first, understanding their needs and closely engaging with them on a personal level to help them on their journey to employment and training.

On September 30, 2019, ESNY acquired and became the sole member of These Our Treasures, Inc. ("TOTS"), a nonprofit entity whose purpose is to educate young children with developmental disabilities in an atmosphere that embraces and accommodates individual differences and helps children to achieve in the context of the larger classroom and school setting.

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

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

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES

Basis of Presentation

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

FEDCAP classifies its net assets in the following categories:

Net Assets without Donor Restrictions

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

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

Net Assets with Donor Restrictions

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

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

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

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

	Total without Donor Restrictions	Without Donor Restrictions	Non-controlling Interest
Balance, September 30, 2019	\$ 29,139,405	\$ 29,006,372	\$ 133,033
Change in net assets from operations	<u>346,286</u>	<u>919,437</u>	<u>(573,151)</u>
Balance, September 30, 2020	<u>\$ 29,485,691</u>	<u>\$ 29,925,809</u>	<u>\$ (440,118)</u>

Cash Equivalents

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

Revenue Recognition

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

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

Payments received in advance of FEDCAP satisfying its performance obligations are recorded within deferred revenue in the accompanying consolidated statements of financial position (\$4,951,251 and \$116,014, as of September 30, 2020 and 2019, 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 is at the point in time coinciding with the completion of the corresponding performance obligations to customers.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

Contract Services and Products

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

Rehabilitation and Vocational Programs

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

Contribution and Grant Revenue

FEDCAP records contributions of cash and other assets when an unconditional promise to give such assets is received from a donor. Contributions are recorded at the fair value of the assets received and contributions with donor stipulations that limit the use of donated assets are classified as net assets with donor restrictions. Contributions with donor restrictions that are received and met in the same fiscal year are recorded as contribution revenues without donor restrictions. Otherwise, once stipulated time restrictions end or purpose restrictions are accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions as "net assets released from restrictions" in the consolidated statements of activities. Conditional contributions are recognized as revenue when the conditions on which they depend are substantially met. Conditional contributions received in advance of meeting the associated contributions are recorded as deferred revenue on the accompanying consolidated statements of financial position (\$1,114,956 and \$1,656,416, as of September 30, 2020 and 2019, respectively). There were no outstanding conditional contributions yet to be received as of September 30, 2020 or 2019.

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

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.

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 3 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 \$2,526,875 and \$2,987,996 for the years ended September 30, 2020 and 2019, 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.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

Fair Value Measurements

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

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

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

Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the measurement date. A quoted price for an identical asset or liability in an active market provides the most reliable fair value measurement because it is directly observable to the market.

Level 2 - Pricing inputs other than quoted prices in active markets, which are either directly or indirectly observable as of the measurement date. The nature of these securities includes investments for which quoted prices are available but traded less frequently and investments that are fair valued using other securities, the parameters of which can be directly observed.

Level 3 - Securities that have little to no pricing observability as of the measurement date. These securities are measured using management's best estimate of fair value, where the inputs into the determination of fair value are not observable and require significant management judgment or estimation.

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

Beneficial Interest in Trusts

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

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

At September 30, 2020 and 2019, FEDCAP's beneficial interest in trusts are reflected at fair value in the accompanying consolidated statements of financial position and is classified as Level 3 within the fair value hierarchy.

	2020	2019
Balance, beginning of year	\$ 4,512,345	\$ 4,646,739
Contributions/additions	-	-
Distributions	(53,160)	(58,034)
Appreciation/(Depreciation)	254,330	(76,360)
Balance, end of year	<u>\$ 4,713,515</u>	<u>\$ 4,512,345</u>

Impairment of Long-lived Assets

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

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

Tax-Exempt Status

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

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

Goodwill

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

NOTE 3 - CONTRIBUTIONS AND GRANTS RECEIVABLE

At September 30, 2020 and 2019, contributions and grants receivable consisted of receivables amounting to \$2,381,974 and \$4,602,341, respectively, net of an allowance for doubtful accounts of \$250,000 for each year. Contributions and grants receivable as of September 30, 2020 and 2019 are expected to be collected within one year.

Approximately 35% and 36% of the contributions and grants receivable (gross) is due from one donor at September 30, 2020 and 2019, respectively.

NOTE 4 - INVESTMENTS

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

	2020	2019
Money market funds	\$ 320,331	\$ 288,173
Mutual funds	8,997,428	8,415,739
	<u>\$ 9,317,759</u>	<u>\$ 8,703,912</u>

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

NOTE 5 - INVENTORIES, NET

Inventories consisted of the following at September 30:

	2020	2019
Inventories:		
Raw materials	\$ 308,727	\$ 86,883
Work-in-process and finished goods	188,275	114,810
Reserve	(90,000)	(90,000)
	<u>\$ 407,002</u>	<u>\$ 111,693</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

NOTE 6 - PROPERTY, PLANT AND EQUIPMENT, NET

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

	2020	2019
Land	\$ 1,617,809	\$ 1,617,809
Building improvements	4,325,368	4,206,798
Buildings	40,342,758	40,342,758
Capital lease - building	35,918,547	35,918,547
Furniture, fixtures and computer systems	20,366,303	18,493,480
Leasehold improvements	10,284,087	9,802,911
	<u>112,854,872</u>	<u>110,382,303</u>
Less: accumulated depreciation	<u>(28,821,379)</u>	<u>(23,643,153)</u>
	<u>\$ 84,033,493</u>	<u>\$ 86,739,150</u>

Depreciation and amortization expense for the years ended September 30, 2020 and 2019 was \$4,885,155 and \$4,977,686, respectively.

NOTE 7 - CAPITAL LEASES

In May of 2014, FRS entered into a condominium leasehold agreement in a building located at 205 East 42nd Street in New York City for 64,303 square feet of space consisting of the entire second and third floor and a portion of the ground floor. FRS began occupying the space in December 2014 and the agreement expires in fiscal 2043. The interest rate is fixed at 4.20%. FRS accounted for this agreement as a capital lease, and as such, the related cost of \$35,918,547 representing the present value of the total future minimum lease payments due at the inception of the agreement, is included within "property, plant and equipment, net" in the accompanying consolidated statements of financial position at September 30, 2020 and 2019. Depreciation expense of \$1,238,571 was recorded in fiscal years 2020 and 2019. The outstanding principal balance on the lease, inclusive of accrued interest expense, as of September 30, 2020 and 2019, is \$35,892,124 and \$36,246,919, respectively.

During fiscal 2015, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$22,074, principal and interest are paid monthly. As of September 30, 2020, and 2019, accumulated depreciation associated with this lease agreement is \$22,074 and \$19,867, respectively. As of September 30, 2020, the lease liability was paid off in full. The outstanding principal balance on the lease as of September 30, 2019 was and \$2,207. The interest rate was fixed at 6.73%.

During fiscal 2016, CWS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$44,464, principal and interest are paid monthly. As of September 30, 2020, and 2019, accumulated depreciation associated with this lease agreement is \$44,464 and \$40,018, respectively. As of September 30, 2020, the lease liability was paid off in full. The outstanding principal balance on the lease as of September 30, 2019, was \$4,446. The interest rate was fixed at 6.73%.

During fiscal 2015, ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of \$80,785, principal and interest are paid monthly. As of September 30, 2020, and 2019, the accumulated depreciation balance was \$80,785 and \$ 68,277, respectively. The lease liability was paid off in full as of September 30, 2020. The outstanding principal balance on the lease as of September 30, 2019, was \$12,508. The interest rate was fixed at 6.97%.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

In 2015 and 2016, ESCT obtained financing pursuant to a capital lease to finance equipment in the amount of \$109,418, principal and interest are paid monthly. As of September 30, 2020, and 2019, the accumulated depreciation balance was \$47,432 and \$27,671, respectively. The outstanding principal balance on the leases as of September 30, 2020 and 2019 was \$5,250 and \$24,200, respectively. The maturity dates run through May 14, 2021 with varying interest rates from 0% - 0.99%.

During fiscal 2018, ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of \$128,298, principal and interest are paid monthly. As of September 30, 2020, and 2019, the accumulated depreciation balance was \$86,892 and \$61,233, respectively. The outstanding principal balance on the lease as of September 30, 2020 and 2019 was \$42,042 and \$67,702, respectively. The maturity dates are through June 30, 2022 and the interest rate is fixed at 6.7% and 8.00%.

During fiscal 2018, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$370,074, principal and interest are paid monthly. As of September 30, 2020, and 2019, the accumulated depreciation balance was \$272,309 and \$160,373, respectively. The outstanding principal balance on the lease as of September 30, 2020 and 2019 was \$97,233 and \$171,435, respectively.

During fiscal 2018, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$82,264 principal and interest are paid monthly. As of September 30, 2020, and 2019, accumulated depreciation associated with these lease agreements was \$48,821 and \$31,367, respectively. The outstanding principal balance on the lease as of September 30, 2020 and 2019 was \$34,001 and \$51,454, respectively. The maturity dates are through November 30, 2022 and the interest rate varies from 7.10% to 7.45%.

On September 14, 2018, FRS obtained financing pursuant to a capital lease to finance office furniture in the amount of \$463,495; principal and interest are paid monthly. As of September 30, 2020, and 2019, the accumulated depreciation balance was \$132,427 and \$66,213, respectively. The outstanding principal balance on the lease as of September 30, 2020 and 2019 was \$270,646 and \$347,621, respectively. The maturity dates are through June 2023 and the interest rate is 6.58%.

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the net minimum lease payments as of September 30, 2020:

<u>Year Ending September 30, 2020</u>	<u>Amount</u>
2021	\$ 2,159,924
2022	2,089,325
2023	1,992,851
2024	1,911,084
2025	2,192,944
Thereafter	48,574,418
Total minimum lease payments	58,920,546
Less: Amount representing interest	<u>(22,579,250)</u>
Present value of net minimum lease payments	<u>\$ 36,341,296</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

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

FRS entered into a revolving loan agreement with Israel Discount Bank of New York ("IDB") to finance working capital needs with an aggregate principal amount not to exceed \$25,000,000. The line is collateralized by FEDCAP's accounts receivable and was extended during fiscal 2019 to mature on October 17, 2020. The interest rate for the revolving loan agreement is the Prime Rate. As of September 30, 2020, and 2019, FRS had borrowings on this line of credit of \$23,653,273, at an interest rate of 3.94% and 5.50%, respectively. Subsequent to September 30, 2020, the balance of the revolving loan was repaid through a refinancing with Investors Bank, which is more fully described in Note 22.

RBS Citizens Bank, N.A.

ESNY has an agreement with RBS Citizens Bank, N.A for a \$3,000,000 revolving line of credit with FRS as the co-borrower, which matured on December 15, 2018 and was subsequently extended until May 2019. As of September 30, 2020, and 2019, ESNY had borrowings on this line of credit of \$3,000,000, at an interest rate of 3.06% and 4.1%, respectively. Subsequent to September 30, 2020, the balance of the line of credit was repaid through a refinancing with Investors Bank, which is more fully described in Note 22.

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, 2020 and 2019, the outstanding principal balance was \$223,137 and \$270,015, respectively.

On December 5, 2014, ESNY entered into a \$1,980,000 mortgage note payable to finance the acquisition of certain property located in Valhalla, New York. The note was secured by the property and is guaranteed by FEDCAP. The interest rate is 3.66% for the first 60 months then, as of the first day of the 61st month, the interest rate will reset to 1.75% in excess of the then bank's five-year cost of funds. In no event shall the reset rate be less than 3.66%. Principal and interest of \$32,440 is payable monthly through the maturity date of January 1, 2025. At September 30, 2020 and 2019, the outstanding principal balance was \$1,553,472 and \$1,789,338, respectively. Subsequent to September 30, 2020, the note was repaid through a refinancing with Investors Bank, which is more fully described in Note 22.

On November 4, 2016, MVLE entered into a \$350,000 note payable with Union Bank & Trust. The note is secured by accounts receivable and equipment. The interest rate is 4.5% and principal and interest are paid monthly. The note matured in November 2019 and was paid off in full. The outstanding principal balance was \$20,725 as of September 30, 2019.

On December 13, 2016, ESCT entered into a \$18,558 note payable with J.P. Morgan Chase Bank, N.A. The note is secured by the assets of ESCT. The interest rate is 6.1% and principal and interest are paid monthly. The note matures in December 2021. As of September 30, 2020 and 2019, the outstanding principal balance was \$5,188 and \$9,060, respectively.

The FEDCAP Group**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED****September 30, 2020 and 2019**

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

Bonds Payable

In December 2013, FRS entered into a Loan Agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the purchase of the sixth floor of a building located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$18,450,000 of tax-exempt revenue bonds ("Series 2013A"). Monthly payments of interest commenced in June 2014. The Series 2013A bonds have a coupon rate of 4.2% with a maturity date of December 1, 2033. The Series A bonds were placed with IDB and, as part of the bond purchase and continuing covenant agreement between FRS and IDB, FRS must maintain a minimum balance with IDB of \$4,000,000, which is included within investments in the accompanying consolidated statements of financial position at September 30, 2020 and 2019. At September 30, 2020 and 2019, the outstanding principal balance of the Series 2013A bonds was \$15,975,000 and \$16,510,000, respectively.

In December 2010, ESNY in connection with the Monroe County Industrial Development Corporation and RBS Citizens Bank, N.A. issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds ("Series 2010"). The Series 2010 bonds were used to finance the acquisition of certain property located in Irondequoit, New York and to refinance certain ESNY debt. The Series 2010 bonds are secured by a mortgage on all properties and improvements financed by the bond and are guaranteed by FRS. ESNY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee as defined in the agreement. The agreement also requires bank approval prior to ESNY incurring additional indebtedness. The Series 2010 bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016 and thereafter every five years through June 1, 2036. At September 30, 2020 and 2019, the outstanding principal balance of the Series 2010 bonds was \$4,110,260 and \$4,257,410, respectively. Subsequent to September 30, 2020, the bonds were repaid through a refinancing with Investors Bank, which is more fully described in Note 22.

On February 23, 2011, ESNY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Bonds. The swap agreement had an outstanding notional amount of \$4,099,290 and \$4,245,960 at September 30, 2020 and 2019, respectively. The outstanding notional amount decreases, in conjunction with bond principal reductions, until the agreement terminates in January 2031. ESNY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of the sum of the monthly LIBOR rate plus 2.65% (0.11% and 1.39% at September 30, 2020 and 2019, respectively)). The fair value of the interest rate swap agreement as of September 30, 2020 and 2019 reflected a liability of \$876,764 and \$711,129, respectively. The swap is included within other liabilities in the accompanying consolidated statement of financial position and is classified as Level 2 within the fair value hierarchy.

In December 2017, FEDCAP entered into a loan agreement with Build NYC for Build NYC to issue bonds to finance the renovation, equipping and furnishing of the improvements of the sixth floor located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$9,280,000 of tax-exempt revenue bonds ("Series 2017A") and \$715,000 of taxable revenue bonds ("Series 2017B"). Monthly payments of interest commenced in February 2018. The Series 2017A bonds have a coupon rate of 3.9% with a maturity date of December 1, 2042. The Series 2017B bonds have a coupon rate of 4.5% with a maturity date of December 1, 2027. The 2017A and 2017B bonds were placed with TD Bank. At September 30, 2020 and 2019, the outstanding principal balance of the Series 2017A and 2017B bonds was \$9,223,326 and \$9,498,448, respectively. Subsequent to September 30, 2020, the bonds were repaid through a refinancing with Investors Bank, which is more fully described in Note 22.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

The following is a summary of minimum principal payments due on the notes and bonds at September 30, 2020:

Year Ending September 30,	Notes Payable	Bonds Payable	Total
2021	\$ 481,699	\$ 1,019,828	\$ 1,501,527
2022	2,069,690	1,062,372	3,132,062
2023	422,171	1,105,555	1,527,726
2024	425,007	1,148,618	1,573,625
2025	132,372	1,194,107	1,326,479
Thereafter	-	23,778,106	23,778,106
	<u>\$ 3,530,939</u>	<u>29,308,586</u>	<u>32,839,525</u>
			(1,501,527)
			<u>(822,043)</u>
			<u>\$ 30,515,955</u>

NOTE 10 - ADVANCES FROM GOVERNMENT AGENCY

During 2020 and 2019, FEDCAP received contract advances from various New York City government agencies. The refundable balance related to these advances as of September 30, 2020 and 2019 is \$3,620,421 and \$433,397, 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, 2020 and 2019

The following table summarizes the forgivable capital advances as of September 30, 2020:

	<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, 2020 and 2019, \$258,985 and \$269,310, 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, 2020 and 2019, \$492,087 and \$509,927, respectively, was included in net assets with donor restrictions related to the Note.	713,600
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on May 1, 2049, secured by 10 rental housing units. At September 30, 2020 and 2019, \$357,292 and \$369,792, 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, 2020 and 2019, \$558,008 and \$576,505, respectively, was included in net assets with donor restrictions related to the Note.	739,900
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on November 30, 2050, secured by eight rental housing units. At September 30, 2020 and 2019, \$373,116 and \$385,485, 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, 2020 and 2019, \$867,470 and \$894,230, respectively, was included in net assets with donor restrictions related to the Note.	1,070,400
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on February 28, 2053, secured by 10 rental housing units. At September 30, 2020 and 2019, \$506,429 and \$522,051, respectively, was included in net assets with donor restrictions related to the Note.	<u>624,898</u>
Total	<u>\$ 4,556,538</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

NOTE 12 - COMMITMENTS AND CONTINGENCIES

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

Year Ending September 30, 2020	Amount
2021	\$ 12,120,810
2022	11,462,689
2023	7,833,871
2024	6,258,148
2025	5,136,701
Thereafter	11,202,741
Total commitments and contingencies	\$ 54,014,960

Certain office leases contain renewal and escalation clauses. For leases with escalation clauses, FEDCAP recognized rent expense on a straight-line basis and recognized a deferred rent liability of \$146,665 and \$467,126 at September 30, 2020 and 2019, respectively, which is included in other liabilities in the accompanying consolidated statements of financial position. In addition to the base rents, FEDCAP is obligated to pay additional amounts for increased operating costs.

Rent expense was \$11,046,926 and \$11,665,549 for the years ended September 30, 2020 and 2019, respectively.

FEDCAP sublets a portion of its facilities to tenants under operating leases that expire at various dates through December 2025. For the years ended September 30, 2020 and 2019, rental income from these subleases was \$1,224,615 and \$1,395,310, respectively. The future minimum sublease rental payments to be received are as follows:

Year Ending September 30, 2020	Amount
2021	\$ 1,628,231
2022	1,579,431
2023	1,440,344
2024	1,231,623
2025	496,640
Thereafter	64,093
Total	\$ 6,440,362

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.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

Accordingly, no provision for any such liability that may result has been made in the accompanying consolidated financial statements.

NOTE 13 - TUITION REVENUE

FEDCAP receives funding for the Career Design School from the New York State Education Department, administered by the Bureau of Proprietary School Supervision. Gross tuition income, which equaled net tuition income, was \$186,703 and \$619,891 for the years ended September 30, 2020 and 2019, respectively, and has been included within rehabilitation and vocational programs in the accompanying consolidated statements of activities.

NOTE 14 - NET ASSETS

Net assets with donor restrictions were restricted for the following purposes as of September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
For use in future periods for:		
Employment and job search programs	\$ 116,380	\$ 116,380
ESCT HUD capital advances	3,413,387	3,527,300
Time restricted - beneficial interest in remainder trust	2,686,453	2,540,391
Time restricted - general	297,767	297,700
	<u>6,513,987</u>	<u>6,481,771</u>
Beneficial interest in perpetual trusts and endowment funds subject to appropriation and satisfaction of donor restrictions	<u>2,072,809</u>	<u>2,017,769</u>
Total	<u>\$ 8,586,796</u>	<u>\$ 8,499,540</u>

Beneficial interest in perpetual trusts and endowment funds are comprised of the following as of September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Easter Seals - beneficial interest in perpetual trusts	\$ 1,990,041	\$ 1,935,001
ReServe endowment	75,000	75,000
CWS endowment	7,768	7,768
	<u>\$ 2,072,809</u>	<u>\$ 2,017,769</u>

Net assets released from restrictions during the years ended September 30, 2020 and 2019 were as follows:

	<u>2020</u>	<u>2019</u>
Employment and job search programs	\$ -	\$ 30,841
ESCT HUD capital advances	113,913	113,913
Total	<u>\$ 113,913</u>	<u>\$ 144,754</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

NOTE 15 - RELATED PARTY TRANSACTIONS

Members of the Board of Directors of FEDCAP are associated with a law firm that has provided legal services to FEDCAP with fees of \$162,175 and \$247,849 during the years ended September 30, 2020 and 2019, respectively.

A CWS Board member is a trustee of the Eaton Fund. CWS leases its facilities from the Eaton Fund. Rent paid to Eaton Fund for each of the years ended September 30, 2020 and 2019 was \$108,330 and \$129,996 respectively.

NOTE 16 - EMPLOYEE BENEFIT PLANS

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

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 \$9,708,598 and \$6,792,107 for the years ended September 30, 2020 and 2019, respectively.

NOTE 17 - ACQUISITIONS

On December 3, 2018, FEDCAP acquired KS, a United Kingdom company through a stock purchase. KS provides high quality job support, placement, retention and related services to people in the United Kingdom. This combination was predicated on geographic expansion of core services into the United Kingdom. The acquisition was affected by the transfer of consideration in the amount of \$610,689. Goodwill in the amount of \$761,776 was recognized, which represented the consideration paid less the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

On March 14, 2019, FES became a 51% majority shareholder of SS. SS is a value-driven organization that strives to put its customers first, understanding their needs and closely engaging with them on a personal level to help them on their journey to employment and training. This joint venture was predicated on further geographic expansion into specific regions within the United Kingdom. This transaction was affected without any consideration, and as such, an inherent contribution of \$381,450 was recognized which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed. The minority interest in the joint venture is reflected as non-controlling interest on the accompanying consolidated statements of financial position.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

On September 30, 2019, ESNY acquired and became 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. The combination was predicated on similarities of missions with the Easter Seals brand and expands the select group of population being served. This acquisition was affected without the transfer of consideration, and as such, an inherent contribution of \$4,390,122 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

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

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisitions for the year ended September 30, 2019:

	Inherent Contribution			KS	Total
	TOTS	SS	Total		
Cash and cash equivalents	\$ 628,040	\$ 307,425	\$ 935,465	\$ 31,128	\$ 966,593
Accounts receivables, net	146,372	512,159	658,531	583,083	1,241,614
Contributions receivables	50,852	-	50,852	-	50,852
Inventories	259	-	259	-	259
Prepaid expenses	2,886	39,879	42,765	78,441	121,206
Other assets	-	-	-	31,478	31,478
Property and equipment, net	3,980,000	61,405	4,041,405	61,690	4,103,095
Accounts payable and accrued liabilities	(113,016)	(539,418)	(652,434)	(936,907)	(1,589,341)
Deferred liabilities	(35,256)	-	(35,256)	-	(35,256)
Notes payable	(270,015)	-	(270,015)	-	(270,015)
Net assets (deficit)	\$ 4,390,122	\$ 381,450	\$ 4,771,572	\$ (151,087)	\$ 4,620,485

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

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

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

NOTE 18 - CONCENTRATIONS

FEDCAP provides building services for federal buildings, which comprised 23% of total revenues during the years ended September 30, 2020 and 2019. 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 6% and 7% of total revenues during the years ended September 30, 2020 and 2019, respectively.

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 Notes 8 and 22 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, 2020 and 2019, 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, 2020 and 2019

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

	<u>2020</u>
Cash and cash equivalents	\$ 24,926,770
Accounts receivable, net	56,965,665
Contributions and grants receivable, net	2,131,974
Investments convertible to cash over the next 12 months	<u>9,317,759</u>
Total financial assets available within the next 12 months	93,342,168
Less amounts unavailable for general expenditure due to:	
Donor-imposed restrictions	(3,827,534)
Minimum liquidity requirement under borrowing arrangements	<u>(10,000,000)</u>
Total financial assets available to meet general expenditures over the next 12 months	<u>\$ 79,514,634</u>
	<u>2019</u>
Cash and cash equivalents	\$ 9,821,462
Accounts receivable, net	54,652,438
Contributions receivable, net	4,352,341
Investments convertible to cash over the next 12 months	<u>8,703,912</u>
Total financial assets available within the next 12 months	77,530,153
Less amounts unavailable for general expenditure due to:	
Donor-imposed restrictions	(3,726,448)
Minimum liquidity requirement under borrowing arrangements	<u>(4,000,000)</u>
Total financial assets available to meet general expenditures over the next 12 months	<u>\$ 69,803,705</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

NOTE 20 - CARES ACT

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

Affiliate	Amount	Date of Note	Maturity Date
Easter Seals New York	\$ 3,929,615	7/3/2020	7/3/2022
Wildcat Services Corporation	2,438,225	4/10/2020	4/10/2022
MVLE	2,359,900	4/23/2020	4/23/2022
Easter Seals North Texas	1,423,400	4/17/2020	4/17/2022
Easter Seals Central Texas	1,356,335	4/27/2020	4/27/2022
Single Stop	329,967	4/10/2020	4/10/2022
Easter Seals Rhode Island	307,757	5/7/2020	5/7/2022
TOTS	231,600	5/2/2020	5/2/2022
Community Workshop Services	104,255	4/30/2020	4/30/2022
Total	<u>\$ 12,481,054</u>		

The PPP Loans, which are in the form of notes payable, mature 24 months from the date of issuance and bear interest at a rate of 1% per annum. The PPP Loans may be prepaid by FEDCAP at any time prior to maturity with no prepayment penalties. Funds from the PPP Loans may only be used for certain costs, such as payroll costs and occupancy expenses. FEDCAP intends to use the entire loan amounts for qualifying expenses. Under the terms of the PPP, certain amounts of the PPP Loans may be forgiven if they are used for qualifying expenses as described in the CARES Act. When FEDCAP is legally released from the debt, or forgiveness is granted, the extinguishment will be recognized into income at that time.

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

NOTE 21 - COVID-19

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

As a result of the pandemic, in mid-March 2020, FEDCAP moved certain programs to virtual program services for the remainder of the fiscal year. In order to mitigate the impact of the pandemic, for fiscal year 2021, FEDCAP continues to offer some programs virtually while shifting to in-person programs for others. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. External factors, including the duration and intensity of the pandemic, the shape of the economic recovery and its impact on potential government funding, as well as timing and widespread adoption of vaccines, could have a material impact on FEDCAP's future operating and programmatic results.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

NOTE 22 - SUBSEQUENT EVENTS

FEDCAP evaluated its September 30, 2020 consolidated financial statements for subsequent events through March 18, 2021, 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, except as noted below.

On October 27, 2020, FEDCAP entered into an agreement with Investors Bank to refinance certain of its existing debt arrangements as well as to provide for additional liquidity for operations. In connection with the refinancing, FEDCAP entered into (1) a revolving line of credit agreement with a borrowing limit of \$42,500,000, with a maturity date of October 27, 2022 and interest payable quarterly at a rate of prime plus 0.75% but no less than 4.00%; and (2) two term loans in the amounts of \$6,600,000 and \$6,000,000, respectively, both with a maturity date of November 1, 2030 and monthly payments of principal and interest at a rate of 4.00%. The revolving line of credit agreement requires that FEDCAP maintain minimum unrestricted liquid assets of \$10,000,000. The proceeds from the revolving line of credit and term loans were used to repay the existing revolving credit lines held by FRS and ESNY (as detailed within Note 8), the FRS Series 2017A and 2017B Bonds, ESNY Series 2010 Bonds, and ESNY Mortgage (as detailed within Note 9).

SUPPLEMENTARY INFORMATION

The FEDCAP Group
 CONSOLIDATING STATEMENT OF FINANCIAL POSITION
 As of September 30, 2020

The FEDCAP Group	Fedcap Rehabilitation Services Inc.	Fedcap Inc.	Wildcat Services Corporation	No. Service	Community Work Services	Eastern Seals Low-York	Grants Pathways	Rail Margin	Eastern Seals Rhode Island	Sage Stop	Seacoast Pathways	Revealand	MVI E	Eastern Seals Central Texas	Eastern Seals North Texas	Fedcap UK	Trans Out-Texas	Fedcap Canada	Fedcap APEX Acquisition LLC	Firmobeam	Consolidated Total		
ASSETS																							
CURRENT ASSETS																							
Cash and cash equivalents	\$	\$ 96,612,049	\$ 47,504	\$ 351,028	\$ 148,326	\$ 1,627,708	\$ 1,009,305	\$ 227,824	\$ 1,492	\$ 193,349	\$ 1,435,304	\$ 304	\$ 21,562	\$ 998,276	\$ 1,148,871	\$ 729,541	\$ 1,276,949	\$ 872,804	\$ 1,500,644	\$ 122,111	\$ -	\$ 24,926,770	
Accounts receivable (net of allowance for doubtful accounts of approximately \$4,714,800 in 2020 and \$2,159,000 in 2019)		33,229,262	43,949	6,162,419	740,780	1,120,225	1,118,770	422,589	-	154,577	1,477,229	7,722	-	1,246,259	661,970	132,111	2,118,559	196,714	-	1,300,540	-	56,895,685	
Pre-company accounts receivable		703,024	231,512,947	3,905,108	59,264,461	16,996,409	79,926,137	7,956,127	763,123	6,093,191	42,619,951	731,111	19,021	9,512,503	3,761,428	1,862,868	-	-	600,404	-	144,545,694	-	
Contributions and grants receivable (net of allowance for uncertainties)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Capitalization of approximately \$10,000 in 2020 and 2019		-	269,632	-	142,558	111	24,404	24	-	41,325	1,248,843	2,309	-	28,597	171,995	-	-	-	-	42,473	-	2,101,974	
Prepaid expenses and other assets		126	4,724,813	-	14,476	3,136	850,968	24,470	-	10,122	245,212	-	-	120,846	198,326	14,436	-	-	849,741	2,074	11,216	3,156,420	407,902
Total current assets		708,161	270,641,781	3,927,491	67,914,848	16,437,107	21,949,714	21,783,411	9,073,695	727,227	47,291,539	227,812	14,584	37,650,084	3,216,429	4,203,156	4,495,156	1,021,391	4,022,763	4,781,745	144,545,694	59,020,048	
Investments		-	8,312,511	-	121,120	-	194,415	-	-	11,721	-	-	3,729	-	146,843	618,494	-	-	-	-	1,410,900	9,117,759	
Goodwill		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200,500	842,800	
Property, plant and equipment, net		-	69,419,294	-	21,520	849,444	4,281,661	82,284	52,892	14,644	1,012,474	-	-	1,124,100	1,574,212	143,825	210,630	1,968,112	-	-	440,194	14,054,493	
Intangible assets, net		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,711,511	
Other assets		-	329,209	-	-	-	-	-	-	-	-	-	-	262,552	701,018	-	-	-	-	-	-	4,619,721	
Total assets		\$ 708,161	\$ 348,849,895	\$ 3,927,491	\$ 68,036,688	\$ 16,437,107	\$ 22,141,375	\$ 21,783,411	\$ 9,073,695	\$ 727,227	\$ 48,303,078	\$ 227,812	\$ 14,598,113	\$ 38,774,184	\$ 3,363,249	\$ 4,407,156	\$ 4,700,312	\$ 1,022,791	\$ 4,027,763	\$ 4,781,745	\$ 144,545,694	\$ 63,839,740	
LIABILITIES AND NET ASSETS																							
CURRENT LIABILITIES																							
Accounts payable and accrued liability		\$ 146	\$ 12,477,644	\$ 49,456	\$ 881,832	\$ 227,704	\$ 248,444	\$ 1,387,544	\$ 32,170	\$ 7,676	\$ 1,747,210	\$ 271	\$ 6,522	\$ 1,121,414	\$ 409,712	\$ 221,436	\$ 1,240,241	\$ 11,981	\$ 112,528	\$ 801,293	\$ -	\$ 10,200,011	
Intercompany payable		785,247	270,152,627	3,661,121	61,622,167	16,769,445	27,721,649	49,347,503	19,823,014	1,129,212	4,744,481	44,310,243	626,878	344,392	6,121,712	6,121,685	7,629,514	2,416,190	744,232	1,119,442	1,233,482	144,545,694	
Employee expenses		-	50,410	-	18,794	79,934	-	10,361	-	-	461,850	-	-	50,122	-	-	-	-	-	-	-	6,646,207	
Liabilities from government agencies		-	3,571,731	-	42,428	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,614,159	
Contractual obligations (contract labor, contract support, travel, payroll, etc.)		-	2,129,922	-	-	-	-	402,520	-	-	-	-	-	-	6,220	-	-	-	-	-	-	2,136,142	
Other liabilities		-	34,113	-	-	-	-	63,239	-	-	-	-	-	-	4,314	-	-	-	-	-	-	3,591,522	
Total current liabilities		716,407	279,114,417	3,719,407	64,762,274	16,914,246	27,771,936	47,272,141	19,625,454	1,129,214	1,744,077	44,310,243	627,149	1,121,414	2,026,211	2,129,616	1,021,266	1,021,391	1,240,241	1,114,113	1,881,514,793	41,441,000	
Capital lease obligation		-	4,100,000	-	-	-	1,342	-	-	1,342	-	-	-	-	-	-	-	-	-	-	-	4,100,000	
Deferred capital		-	1,144,054	-	-	-	1,000,000	-	-	-	-	-	-	-	1,000,000	-	-	-	-	-	-	6,144,054	
Revenue advance		-	2,177,271	-	-	-	32,421	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,209,692	
Payable to bond for the current period		-	-	-	749,221	9,412	9,412	-	-	-	12,763	1,294,412	-	2,170,944	1,141,145	142,489	-	-	-	-	-	7,466,054	
Other liabilities		-	2,148,966	-	11,440	64,000	7,817,244	81,276	7,954	76,127	10,127	-	-	1,124,100	28,416	1,000,114	-	-	-	-	-	18,072,487	
Total liabilities		716,407	282,470,678	3,719,407	64,821,174	16,919,782	27,771,936	47,353,417	19,633,408	1,141,937	1,756,784	44,310,243	627,149	1,123,414	2,027,817	2,130,116	1,021,391	1,021,391	1,240,241	1,114,113	1,881,514,793	41,621,492	
NET ASSETS																							
Without minor restrictions		(69,255)	39,514,924	(11,326)	1,811,472	(2,482,135)	(229,462)	(2,155,511)	(1,141,713)	(1,318,445)	(234,766)	(7,643,927)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	29,920,899
With minor restrictions - non-controlling interest		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(440,194)	
With minor restrictions		-	399,462	-	-	-	2,704	645,437	-	-	-	-	-	-	443,247	4,111,543	-	-	-	-	-	8,516,796	
Total net assets		(69,255)	39,914,386	(11,326)	1,811,472	(2,482,135)	(229,462)	(2,155,511)	(1,141,713)	(1,318,445)	(234,766)	(7,643,927)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	(9,858,913)	38,072,487
Total liabilities and net assets		\$ 708,161	\$ 348,849,895	\$ 3,927,491	\$ 68,036,688	\$ 16,437,107	\$ 22,141,375	\$ 21,783,411	\$ 9,073,695	\$ 727,227	\$ 48,303,078	\$ 227,812	\$ 14,598,113	\$ 38,774,184	\$ 3,363,249	\$ 4,407,156	\$ 4,700,312	\$ 1,022,791	\$ 4,027,763	\$ 4,781,745	\$ 144,545,694	\$ 63,839,740	

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

The FEDCAP Group
 CONSOLIDATING STATEMENT OF ACTIVITIES
 For the year ended September 30, 2020

Without Donor Restrictions

	The FEDCAP Group	Fedcap Rehabilitation Services Inc.	Fedcap Inc.	Wildcat Services Corporation	ReServe	Community Work Services	Easter Seals New York	Grande Pathways	Red Mango	Easter Seals Rhode Island	Single Stop	Seacoast Pathways	Benevolent	MVLE	Easter Seals Central Texas	Easter Seals North Texas	FEDCAP UK	These Our Treasures	Fedcap Canada	Fedcap APEX Acquisition LLC	Consolidated Total	
Revenues																						
Contract services and products	\$ -	\$ 80,263,431	\$ -	\$ 27,950,852	\$ -	\$ 1,190,720	\$ -	\$ 26,047,013	\$ -	\$ 7,760,120	\$ -	\$ 2,527,777	\$ 5,773,928	\$ -	\$ 4,142,793	\$ 415,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 113,977,569
Rehabilitation and vocational programs	-	80,263,431	-	27,950,852	-	1,190,720	-	26,047,013	-	7,760,120	-	2,527,777	5,773,928	-	4,142,793	415,825	-	-	-	-	-	113,977,569
Contributions	-	5,616,266	-	4,922	-	431,251	-	262,154	-	150,143	-	-	-	-	59,607	1,761,532	-	-	-	-	-	8,113,955
Interest income	-	418,869	-	-	-	-	-	(75,973)	-	-	-	-	-	-	-	(10,542)	-	-	-	-	-	331,842
Raised and unraised gifts (donations) on investments	-	163,856	-	-	652	5,134	3,802	69	-	-	455	27	-	-	243	9	-	360	595	-	-	209,363
Other income	-	50,216	-	95	249	457	78,695	2,456	-	-	-	-	-	-	1,057	55,551	-	-	302	-	-	100,321
Total assets released from restrictions	-	-	-	95	-	-	-	-	-	-	-	-	-	-	-	113,913	-	-	-	-	-	113,913
Total revenues		\$ 80,782,192	\$ 478,617	\$ 28,050,847	\$ 5,701,021	\$ 3,758,754	\$ 26,866,776	\$ 28,645,966	\$ -	\$ 7,910,263	\$ -	\$ 2,527,777	\$ 5,773,928	\$ -	\$ 4,202,590	\$ 405,283	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,421,169
Expenses																						
Program services		\$ 75,540,224		\$ 24,234,404		\$ 2,237,826		\$ 1,543		\$ 26,114					\$ 2,040,146							\$ 97,044,615
Contract services and products		44,767,427		22,720,799		3,192,221		1,489,134		26,377,717					3,601,623							1,001,049
Rehabilitation and vocational programs		-		-		-		-		-					-							-
Administrative		124,146,453		127,639		10,668,022		3,192,221		3,712,532					26,377,717							153,096,115
Supporting services		27,742		11,513,142		73,730		3,860,427		424,474		1,274,110		344,487	146,119		2,559,326		9,225		9,141	4,869,116
Manufacturing and general development		22,455		2,513,616		404		2,704		54		3,308		15,918	25,190		16,363		189,119		2,559,326	3,568,200
Total program services		102,355,748		40,741,975		6,303,384		5,427,572		53,970		3,954,577		14,313	4,824,401		3,954,577		9,460		9,141	39,581,585
Administrative		49,784		126,815,320		12,114,194		3,966,790		26,612,272		4,363,616		32,607	32,963,076		27,147,111		14,313		14,313	126,815,320
Other program services - with donor restrictions		307,143		2,127,247		1,142,844		4,716,718		507,423		1,027,966		427,975	1,414,747		1,414,747		143,759		143,759	9,567,961
Total program services		102,662,034		42,974,222		7,446,228		10,144,290		54,477		5,382,543		14,788	6,240,148		5,382,543		143,759		143,759	107,152,576
Total assets released from restrictions		-		-		-		-		-		-		-	-							-
Total expenses		\$ 152,114,282		\$ 153,789,541		\$ 13,750,612		\$ 10,144,290		\$ 54,477		\$ 5,382,543		\$ 14,788	\$ 6,240,148		\$ 5,382,543		\$ 143,759		\$ 143,759	\$ 107,152,576
Change in net assets - with donor restrictions		\$ 28,667,910		\$ 224,076		\$ 14,298,215		\$ 26,721,476		\$ 26,493		\$ 2,572,234		\$ 2,572,234	\$ 1,962,442		\$ 1,962,442		\$ -		\$ -	\$ 6,428,593
Total assets at end of year - with donor restrictions		\$ 28,667,910		\$ 224,076		\$ 14,298,215		\$ 26,721,476		\$ 26,493		\$ 2,572,234		\$ 2,572,234	\$ 1,962,442		\$ 1,962,442		\$ -		\$ -	\$ 6,428,593

With Donor Restrictions

	The FEDCAP Group	Fedcap Rehabilitation Services Inc.	Fedcap Inc.	Wildcat Services Corporation	ReServe	Community Work Services	Easter Seals New York	Grande Pathways	Red Mango	Easter Seals Rhode Island	Single Stop	Seacoast Pathways	Benevolent	MVLE	Easter Seals Central Texas	Easter Seals North Texas	FEDCAP UK	These Our Treasures	Fedcap Canada	Fedcap APEX Acquisition LLC	Consolidated Total	
REVENUES																						
Contributions and grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Raised and unraised gifts (donations) on investments	-	-	-	-	-	-	51,724	-	-	-	-	-	-	-	-	149,059	-	-	-	-	201,169	
Total assets released from restrictions	-	-	-	-	-	-	51,724	-	-	-	-	-	-	-	-	149,059	-	-	-	-	201,169	
Total revenues							\$ 51,724									\$ 149,059					\$ 201,169	
Change in net assets - with donor restrictions							51,724									149,059						201,169
Total assets at end of year - with donor restrictions							51,724									149,059						201,169

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.



BOARD OF DIRECTORS
PERSONAL INFORMATION

William Rider, Interim Chairman
Concord, NH 03301

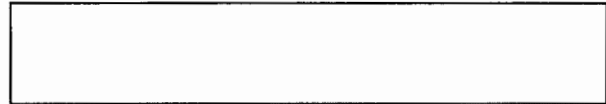
Lynne Westaway, Treasurer
Franklin, NH 03265

Nick Brattan
Manchester, NH 03104

James Sweeney PhD
Twin Mountain, NH 03595

Peter Burke
Methuen, MA 01844

Dustin E. Ward



Summary

I am a motivated and determined individual looking to learn new skills while working with others. I am confident in my abilities to learn new skills quickly, as well as any operating procedures in new environments. I work well with other team-oriented individuals and can also operate self-sufficiently if need be. I am willing to ask questions if I do not know the answer and take direction from a supervisor. I will maintain appropriate certifications, or acquire necessary ones for the position that I am in. I have a tendency towards being upfront and honest, while being respectful and professional. I do my best to meet people where they are at. I am also attending the Fedcap Leadership Academy class of 2020.

Certifications

CRSW (Certified Recovery Support Worker) License number 0079, NPI: 1912445503

BLS (basic life support) Valid until 10/2021

AMGA-CWI (American mountain guides association climbing wall instructor) Status is valid

Experience

(Director) *Safe Harbor Recovery Center, Granite Pathways* November – Present

Oversight of budgeting, contracts, donations, and staff at Safe Harbor Recovery Center. Additional responsibilities include, program development, increasing medical billing capacity, providing administrative supervision to staff and volunteers. Developing and maintaining community relationships and strategic partnerships with stake holders in the community. Actively attending regional task force and public health networking meetings in the greater seacoast area. Working with Fedcap our parent agency to develop and deliver professional development training to all staff.

(Site Manager) *Fedcap Inc. Breaking The Cycle* June 2020 – November 2020

While working for Breaking The Cycle, I manage 6 staff members and oversee the Sanford Maine location. I conduct one on one supervisions with each staff bi-weekly. I conduct morning team huddles to brief the staff on priority goals for the day. I complete and enter staff payroll for each pay period. I attend all agency wide trainings and leadership team meetings via Zoom. I coordinate greater agency efforts with the leadership team of Breaking The Cycle. I send monthly reports to the leadership team with updates on the Sanford office. I perform monthly customer service observations of each respective job role in the office. I help staff work through difficult interactions with participants that may be in crisis and provide support. I document all participant interactions in FedcapCARES, the programs case management software.

(Manager) *The Doorway at Granite Pathways* January 2019 – June 2020

In February of 2019 I was promoted to Manager of the Nashua Doorway. I managed 6-7 staff and had oversight on daily operations. I conducted individual supervision with staff, led staff meetings, conducted case review, and fielded operational questions when staff was unsure. I also conducted community outreach and attended local regional meetings such as continuum of care and the Mayor's opioid task force meetings. I gave various presentations about The Doorway program throughout the community and Nashua Public Health region. In August of 2019 I was asked to be the manager of both Nashua and Manchester Doorway programs. I officially took the role in the beginning of September of 2019 as Manager for both programs. This position consisted of managing over 20 staff in three offices in two major cities. Managing the Manchester office included being on call 7 days a week including holidays until 11pm to field questions and respond to emergency or crisis situations as they would arise. During this time, we streamlined daily billing to increase revenue and implemented FedcapCARES.

Manchester Doorway was a complex, high paced working environment, we saw on average 150-200 clients a month. We implemented a new training process to ensure fully trained staff. I performed additional duties as assigned.

(Recovery Specialist) *Granite Pathways Regional Access Points Service* February 2018 – January 2019
Assisted clients with substance use disorder or SUD in finding treatment within the NH continuum of care network. Documented all interactions in WITS software and conducted follow-up within our operating procedure. Assisted case managers in follow-ups with treatment providers to help assist clients in further services. Worked with mobile crisis response teams when necessary. Assisted with additional duties as assigned.

(Personal Trainer) *The Phoenix (Phoenix Multisport)* April 2017 – December 2017
Worked as a personal trainer assisting people with SUD at all stages of recovery. Coordinated outdoor activities such as surfing, hiking, and camping. Conducted community outreach and spoke at various treatment facilities to raise awareness. Worked one on one with team members and conducted group fitness training sessions. Helped team members in times of emotional crisis and encouraged them to grow.

(Recovery Specialist) *Granite Pathways Regional Access Points Service* September 2016 – April 2017
Assisted clients with SUD in finding treatment within the NH continuum of care network. Documented all interactions in WITS software and conducted follow-up within or operating procedure. Conducted outreach within the community and gave presentations at various public health meetings within the areas I was assigned.

(Unit Manager) *Substance Abuse Residential Rehabilitation Treatment Program* Nov. 2015 – Feb. 2016
Worked as the unit manager for this program of the VA Boston Healthcare System. Provided a peer support role. Orientation of new patients to the program, safety checks of patient bedrooms and medication storage to ensure compliance with accreditation standards. Ordering food and stocking the kitchen for the patients as well as restocking the office.

(Recovery Vehicle Operator, Mechanic, Maintenance Supervisor) *New Hampshire Army National Guard*
February 2008 – September 2014
I supervised maintenance section with four Soldiers, and I was responsible for maintaining equipment worth more than 12 million dollars. Instructed, supervised, and trained Soldiers on tasks such as equipment inspection, repair, and documenting deficiencies on appropriate forms. Trained Soldiers for field and combat operations while attending Military training courses to improve my techniques and leadership style in accordance with Army Regulation. While in service I attended classes such as Combat life saver, Master driver, Vehicle recovery, and a Warrior leadership course. I deployed in 2010-2011 in support of Operation New Dawn to Kuwait/Iraq.

Education

Fedcap Leadership Academy class of 2020

Southern New Hampshire University, Psychology with a focus in Addictions, 2019-present (Online classes estimated completion date 2022. Current GPA: 3.89)

University of Massachusetts Boston, Addictions Counseling Education Program, 2015-2016

Plymouth Regional High School, 2005



Granite Pathways Draft Job Description

Title of Position: Outreach Recovery Specialist
Temporary

FLSA Status: Non-Exempt/Part-Time

Department: Safe Harbor Recovery Center

Reports to: Safe Harbor Recovery Center (SHRC) Director

Granite Pathways <http://www.granitepathwaysnh.org/> was founded in 2009 as a grass-roots initiative that introduced the "clubhouse" model in New Hampshire; an evidence-based, collaborative, self-help community, aimed at eliminating isolation and providing hope, dignity, and recovery options for individuals living with mental health issues. Today, Granite Pathways has expanded its services, and is a beacon of hope, welcoming anyone impacted by mental illness and substance abuse.

Position Summary:

The Outreach Recovery Specialist is a part-time position that conducts face-to-face interaction with persons experiencing homelessness in shelters and encampments or wherever else these people may be located for the purpose of engaging in treatment and recovery services. S/he will also coordinate services with other SHRC personnel and assist staff/clients as needed. Must be available and qualified to provide billable recovery coaching sessions or be within 6 months of certification. Must work with Safe Harbor's Director and Granite Pathways' Executive Director to establish and develop relationships in the Seacoast community with the objective of forming a network of providers, community members and referral partners to help promote and advance economic wellbeing for the target population and SHRC's mission and core values. Assist supervisor as needed and manage/implement data systems as requested.

Essential Job Functions:

- Identify sites for outreach and together with the outreach team, determine a consistent schedule for visiting identified sites with the goal to become a consistent and trusted presence.
- Using motivational interviewing, identify and document participant goals.
- Provide resource navigation in the field using an electronic tablet and the Single Stop technology platform.
- Assist participants to apply for health and other benefits for which they are likely eligible and direct each to resources to secure food, housing, transportation and to meet other basic needs.
- Utilize Unite Us to facilitate closed loop referrals.
- Work with the regional Doorway to secure treatment whenever indicated and desired by the participant.
- Whenever possible, provide a warm hand-off to other providers or resource managers.

- Coordinate recovery support groups for persons experiencing homelessness at Safe Harbor or another site convenient and acceptable to participants.
- Provide individual recovery support as indicated and requested.
- Keep current and accurate data, including but not limited to documentation pertaining to program participation and positive changes in individual circumstances.
- Raise awareness of homelessness among community organizations and residents.
- Participate in developing a network of providers, community members and referral partners to enhance and expand services and resources available through Safe Harbor.
- Performs other related duties/projects as assigned. This job description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities.

Education and Experience:

- Completed Recovery Coach Academy and within 6 months of certification or current CRSW certification.
- High School Diploma or equivalent, Bachelor's degree in a related field preferred
- At least one year of relevant experience in the SUD field
- Good interpersonal skills, non-judgmental attitude
- Ability to present with a professional appearance and conduct
- Strong oral and written communication skills
- Proficient in Microsoft Office and basic knowledge of network and computer systems
- Person in long-term recovery with lived experience of homelessness preferred.

Knowledge, Skills and Abilities:

- Knowledge of Organization's mission, vision and goals and execution of policies and procedures.
- Clearly and persuasively communicate, listen, and seek clarification; participate in meetings, write clearly and informatively. Initiative - Demonstrate ability to work independently and as part of a team; exhibit sound and accurate judgment, including prioritization and time management skills. Able to provide support to multiple team members simultaneously.
- Ensuring that one's own and others' work and information are complete and accurate; carefully preparing for meetings, events, and presentations; following up with others to ensure that agreements and commitments have been fulfilled.
- Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.
- Demonstrates integrity; a drive to achieve intended results; a commitment to ethical practice and endorses the vision, mission, and values of Granite Pathways.

Work Environment:

This position operates both in the field and within a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines. Staff follow all confidentiality guidelines of HIPAA and 42CFR2.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job

include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position Type/Expected Hours of Work:

This is a part-time position; expected to be 16 hours per week. Occasional evening and weekend work may be required as job duties demand.

Travel:

Travel is primarily local, although some out-of-the-area and overnight travel may be expected.

Granite Pathways provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. We are an EEO employer committed to diversity, M/F/D/V.

JD Approved by Senior HR-_____ Date_____

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee Name (Print)	Employee Signature	Date
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Supervisor Name (Print)	Supervisor Signature	Date
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PATRICIA M. REED
NEW HAMPSHIRE STATE DIRECTOR

QUALIFICATIONS

Demonstrated executive with more than 30 years' experience serving individuals with disabilities in children and youth services, addiction services, and residential treatment programs

EXPERIENCE

2018 New Hampshire State Director, Fedcap Rehabilitation Services, Inc., Manchester, NH

- Responsible for overall program management, program expansion and development, fiscal integrity, quality compliance and external relationships in New Hampshire for Granite Pathways, Inc.

2017 to 2018 Consultant

- Provide system analysis and consultation for a variety of entities providing services to individuals with intellectual and other developmental disabilities and behavioral health needs
- Led three NH regional agencies serving this population to plan for youth with challenging behaviors to receive adult services to meet their needs in a community based context

2015 to 2017 Vice President and Chief Operating Officer, Lakeview Management, Inc., Austin TX

- Responsible to provide program and operations consultation and support to Lakeview Specialty Hospital and Rehabilitation Center in Waterford, WI
- Directed to develop relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources
- Represented the company in all matters for New England, New Jersey and Pennsylvania

2015 Executive Director, Lakeview Neurorehabilitation Center, Inc., Effingham, NH

- Responsible to provide program and operations consultation and support to Lakeview Specialty Hospital and Rehabilitation Center in Waterford, WI
- Directed to develop relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources
- Represented the company in all matters for New England, New Jersey and Pennsylvania

2014 to 2015 Children's Director, NH Bureau of Behavioral Health, Concord, NH

- Responsible to provide leadership in planning and development of the state children's behavioral health system, act as liaison between CMHC Children's programs and the state office for program and client specific information exchange and problem solving
- Provided support to implement statewide initiatives
- Represented the Department of Health and Human Service on the Children's Behavioral Health Collaborative Executive Committee, Steering Committee and various workgroups
- Co-coordinated the Safe Schools/Health Students grant with the Department of Education

2011 to 2014 Project Director, Health Profession Opportunity Project, NH Office of Minority Health and Refugee Affairs, Concord, NH

- Directed and implemented a five-year, \$12 million-dollar healthcare workforce development grant to recruit, train and place low income individuals in healthcare jobs
- Developed RFP's, negotiated and managed contracts, and monitored grant and contractor budgets
- Worked closely with regional health care providers to understand their workforce needs; partnered with educational programs and other community groups to ensure that the individuals are well prepared to meet employer expectations for technical and soft skills
- Provided leadership and direction to develop innovative strategies to overcome system based barriers to education, training and self-sufficiency for NH citizens
- Collaborated with other NH workforce programs to efficiently use available resources to achieve shared employment goals

2002 to 2010 Senior Director of Clinical Services, Easter Seals of NH, Manchester, NH

- Provided leadership and oversight for the design, organization and delivery of clinical services for Easter Seals NH, including the development of Autism Services, an adolescent program for dual disorder treatment, residential DBT program and management of a residential treatment program for adults with substance abuse issues
- Provided oversight for the DCYF Administrative Case Review contract
- Developed and monitored budgets for programs
- Worked collaboratively with Easter Seals Development to write federal, state, and foundation grants, progress reports and budget monitoring
- Developed relationships with funders and providers in NH and other states to pursue program development and effective treatment and services for individuals and families

EDUCATION

- Boston College, Chestnut Hill, MA: Graduate School of Arts and Science Department of Sociology (Four Year Doctoral Work)
- B.A. Norte Dame College, Manchester, NH Major- Behavioral Science/ Minor- English Summa Cum Laude, Dean's List

RESEARCH EXPERIENCE

Contracted to assist staff and clients on three community based residential facilities in the development of client self-government programs through participant observation and didactics. Responsible for both training and evaluation. Sites included Seacoast Mental Health Center- Portsmouth, NH and Greater Manchester Mental Health Center- Manchester, NH. Responsible for leading the research design, data collection and reporting for the evaluation of a partial Hospital Program. The primary methodology was intensive interviewing.



Peer Recovery Outreach to Homeless Shelters and Encampments

RFA-2022-BDAS-02-PEERR-01

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patricia Reed	Executive Director	\$105,000	5%	\$5,250.00
Dustin Ward	Director: Safe Harbor Recovery Center	\$56,000	10%	\$5,600.00
TBD	Peer Recovery Outreach Specialist	\$17.00 hourly 20 hrs. weekly	100%	\$14,144.00

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

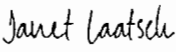

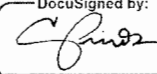
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Seacoast Community Health		1.4 Contractor Address 311 Route 108 Somersworth NH 03878	
1.5 Contractor Phone Number (603) 749-2346	1.6 Account Number 05-95-92-920510-33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$43,750
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/9/2021		1.12 Name and Title of Contractor Signatory Janet Laatsch CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/9/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/9/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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

Scope of Services

1. Statement of Work

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

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

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

2. Exhibits Incorporated

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

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

3. Reporting Requirements

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

4. Performance Measures

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

5. Additional Terms

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

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

6. Records

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

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

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

- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, and any of its designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

Payment Terms

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

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

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

- if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
 8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
 9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
 10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
 11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
 12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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

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



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

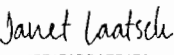
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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


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

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

Vendor Name:

6/9/2021
Date

DocuSigned by:

 Name: Janet Laatsch
 Title: CEO

Vendor Initials 
 Date 6/9/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

6/9/2021

Date

DocuSigned by:

Name: Janet Laatsch

Title: CEO

DS

Vendor Initials

6/9/2021

Date



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

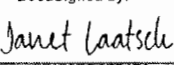
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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


LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/9/2021
Date

DocuSigned by:

 Name: Janet Laatsch
 Title: CEO

Contractor Initials 
 Date 6/9/2021



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials DS
N

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/9/2021

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO

Exhibit G

Contractor Initials *NL*

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/9/2021

Date

DocuSigned by:

Janet Laatsch

Name: Janet Laatsch

Title: CEO

DS
JL

Contractor Initials

6/9/2021

Date



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

3/2014

Contractor Initials

N

Date 6/9/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials ML

Date 6/9/2021



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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

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

Department of Health and Human Services

Greater Seacoast Community Health

The State

Name of the Contractor

Katja Fox

Janet Laatsch

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Janet Laatsch

Name of Authorized Representative
Director

Name of Authorized Representative

CEO

Title of Authorized Representative

Title of Authorized Representative

6/9/2021

6/9/2021

Date

Date

Contractor Initials *DL*

Date 6/9/2021



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

6/9/2021
Date

DocuSigned by:
Janet Laatsch
Name: Janet Laatsch
Title: CEO



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 020304203

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

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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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

Exhibit C-1

New Hampshire Department of Health and Human Services

Contractor Name: Greater Seacoast Community Health - SOS Recovery Community Organization

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

Peer Recovery Outreach to Homeless Shelters and Encampments

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 22,464.00	\$ 2,246.40	\$ 24,710.40	\$ -	\$ -	\$ -	\$ 22,464.00	\$ 2,246.40	\$ 24,710.40
2. Employee Benefits	\$ 4,492.80	\$ 449.28	\$ 4,942.08	\$ -	\$ -	\$ -	\$ 4,492.80	\$ 449.28	\$ 4,942.08
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical (Wound care kits)	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Office	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
6. Travel	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
7. Occupancy	\$ 1,800.00	\$ 180.00	\$ 1,980.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 180.00	\$ 1,980.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 250.00	\$ 25.00	\$ 275.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 25.00	\$ 275.00
10. Marketing/Communications	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
11. Staff Education and Training	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ 3,215.93	\$ 321.59	\$ 3,537.52	\$ -	\$ -	\$ -	\$ 3,215.93	\$ 321.59	\$ 3,537.52
Supplies for participants including: Bus Tickets.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies (small denomination gift cards for one)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sleeping Bags, Snacks, Water, Tents, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 39,772.73	\$ 3,977.27	\$ 43,750.00	\$ -	\$ -	\$ -	\$ 39,772.73	\$ 3,977.27	\$ 43,750.00

Indirect As A Percent of Direct 10.0%

State of New Hampshire

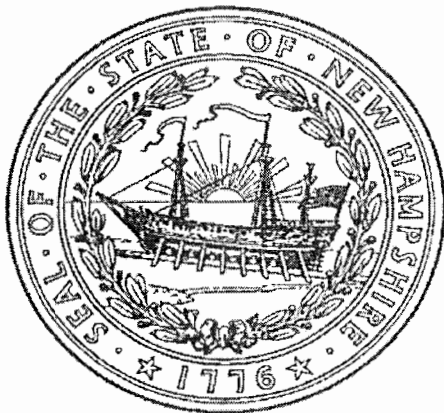
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. 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: 65587

Certificate Number: 0005379662



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of June A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Barbara Henry, 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 GREATER SEACREST COMMUNITY HEALTH
(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 DEC 21, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Janet Laatsch, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Greater Seacrest Community Health 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: 5-19-21

Barbara C Henry
Signature of Elected Officer
Name: BARBARA HENRY
Title: VICE CHAIR OF BOARD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

Table with 2 main columns: PRODUCER (Clark Insurance, License # AGR8150) and CONTACT INFORMATION (Phone: (603) 622-2855, Fax: (603) 622-2854, Email: info@clarkinsurance.com). Includes a table of INSURER(S) AFFORDING COVERAGE with columns for INSURER NAME and NAIC #.

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability excludes coverage for claims that are covered under the FTCA

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Manqin Ruth (handwritten signature)

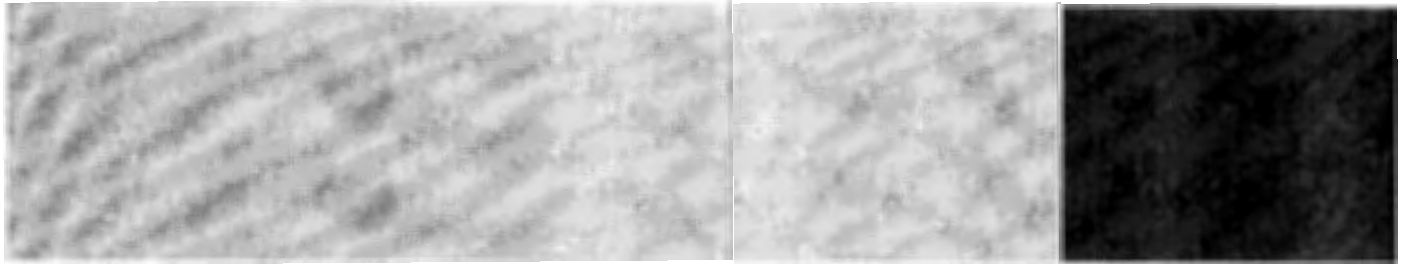
Goodwin
Community Health

**Families
First**

Lilac City
Pediatrics

Our mission

To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay.



GREATER SEACOAST COMMUNITY HEALTH

Goodwin **Families** **Lilac City**
Community Health **First** Pediatrics

FINANCIAL STATEMENTS

December 31, 2019 and 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Greater Seacoast Community Health

We have audited the accompanying financial statements of Greater Seacoast Community Health, which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Board of Directors
Greater Seacoast Community Health
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Seacoast Community Health as of December 31, 2019 and 2018, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2019 Greater Seacoast Community Health adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
July 27, 2020

GREATER SEACOAST COMMUNITY HEALTH

Balance Sheets

December 31, 2019 and 2018

ASSETS

	<u>2019</u>	<u>2018</u>
Current assets		
Cash and cash equivalents	\$ 4,895,949	\$ 3,896,813
Patient accounts receivable	1,178,290	1,560,698
Grants receivable	680,448	424,642
Pledges receivable	33,625	263,557
Inventory	100,428	143,250
Other current assets	<u>53,142</u>	<u>57,987</u>
Total current assets	6,941,882	6,346,947
Investments	1,373,984	1,112,982
Investment in limited liability company	-	38,201
Assets limited as to use	1,621,866	1,421,576
Property and equipment, net	<u>5,784,530</u>	<u>6,107,219</u>
Total assets	<u>\$ 15,722,262</u>	<u>\$15,026,925</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 200,449	\$ 172,852
Accrued payroll and related expenses	1,199,712	1,075,463
Patient deposits	137,239	173,105
Deferred revenue	<u>46,628</u>	<u>7,269</u>
Total current liabilities and total liabilities	<u>1,584,028</u>	<u>1,428,689</u>
Net assets		
Without donor restrictions	12,379,359	11,824,495
With donor restrictions	<u>1,758,875</u>	<u>1,773,741</u>
Total net assets	<u>14,138,234</u>	<u>13,598,236</u>
Total liabilities and net assets	<u>\$15,722,262</u>	<u>\$15,026,925</u>

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Operations

Years Ended December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Operating revenue and support		
Patient service revenue	\$11,318,482	\$11,353,111
Provision for bad debts	<u>-</u>	<u>(651,700)</u>
Net patient service revenue	11,318,482	10,701,411
Grants, contracts, and contributions	7,943,253	7,713,908
Other operating revenue	259,394	368,017
Net assets released from restriction for operations	<u>448,507</u>	<u>634,931</u>
Total operating revenue and support	<u>19,969,636</u>	<u>19,418,267</u>
Operating expenses		
Salaries and wages	12,295,009	12,439,986
Employee benefits	2,156,634	2,275,134
Contracted services	1,080,950	1,119,854
Program supplies	1,324,866	1,191,451
Software maintenance	503,376	534,192
Occupancy	787,474	582,900
Other	1,125,378	1,018,477
Depreciation	<u>326,934</u>	<u>349,661</u>
Total operating expenses	<u>19,600,621</u>	<u>19,511,655</u>
Operating income (loss)	<u>369,015</u>	<u>(93,388)</u>
Other revenue and (losses)		
Investment income	48,963	48,204
Loss on disposal of assets	(20,936)	(6,874)
Change in fair value of investments	<u>157,822</u>	<u>(95,246)</u>
Total other revenue and (losses)	<u>185,849</u>	<u>(53,916)</u>
Excess (deficiency) of revenue over expenses and increase (decrease) in net assets without donor restrictions	<u>\$ 554,864</u>	<u>\$ (147,304)</u>

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Changes in Net Assets

Years Ended December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Net assets without donor restrictions		
Excess (deficiency) of revenue over expenses and increase in net assets without donor restrictions	\$ <u>554,864</u>	\$ <u>(147,304)</u>
Net assets with donor restrictions		
Contributions	169,687	44,649
Investment income	47,540	37,790
Change in fair value of investments	216,414	(147,099)
Net assets released from restriction for operations	<u>(448,507)</u>	<u>(634,931)</u>
Decrease in net assets with donor restrictions	<u>(14,866)</u>	<u>(699,591)</u>
Change in net assets	539,998	(846,895)
Net assets, beginning of year	<u>13,598,236</u>	<u>14,445,131</u>
Net assets, end of year	<u>\$14,138,234</u>	<u>\$13,598,236</u>

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

GREATER SEACOAST COMMUNITY HEALTH

Statements of Cash Flows

Years Ended December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 539,998	\$ (846,895)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	326,934	349,661
Equity in loss of limited liability company	13,754	2,395
Change in fair value of investments	(374,236)	242,345
Loss on disposal of assets	20,936	6,874
(Increase) decrease in		
Patient accounts receivable	406,855	(319,654)
Grants receivable	(255,806)	304,713
Pledges receivable	229,932	300,635
Inventory	42,822	101,604
Other current assets	4,845	(1,155)
Increase (decrease) in		
Accounts payable and accrued expenses	27,597	(138,262)
Accrued salaries and related amounts	124,249	33,819
Patient deposits	(35,866)	6,790
Deferred revenue	<u>39,359</u>	<u>(2,117)</u>
Net cash provided by operating activities	<u>1,111,373</u>	<u>40,753</u>
Cash flows from investing activities		
Capital acquisitions	(25,181)	(21,463)
Proceeds from sale of investments	244,247	198,458
Purchase of investments	<u>(331,303)</u>	<u>(294,519)</u>
Net cash used by investing activities	<u>(112,237)</u>	<u>(117,524)</u>
Net increase (decrease) in cash and cash equivalents	999,136	(76,771)
Cash and cash equivalents, beginning of year	<u>3,896,813</u>	<u>3,973,584</u>
Cash and cash equivalents, end of year	<u>\$ 4,895,949</u>	<u>\$ 3,896,813</u>

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

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

1. Summary of Significant Accounting Policies

Organization

Greater Seacoast Community Health (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC), providing fully integrated medical, behavioral, oral health, recovery services and social support for underserved populations. The Organization is a network of community health centers, which includes Families First Health & Support Center, Goodwin Community Health, and Lilac City Pediatrics providing healthcare services to individuals living within the greater Seacoast service area.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the financial statements 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.

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.

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

Revenue Recognition and Patient Accounts Receivable

In 2019, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance, which provide guidance for revenue recognition. These standards' core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The most significant change from the adoption of the new standards relates to the presentation of implicit price concessions. Under the previous standards, the estimate for amounts not expected to be collected based upon historical experience was reflected as provision for doubtful accounts, and presented separately as an offset to net patient service revenue. Under the new standards, the estimate for amounts not expected to be collected based on historical experience will continue to be recognized as a reduction to net revenue, but not reflected separately as provision for doubtful accounts. The Organization has adopted the provisions of ASU No. 2014-09 for the year ended December 31, 2019, and elected the modified retrospective method; therefore, the financial statements and related notes have been presented accordingly. Under the modified retrospective method, amounts in the comparative period have not been restated and continue to be reported under the accounting standards in effect for that year.

The impact of the adoption on the statement of operations for the year ended December 31, 2019 follows:

	As Reported	Balance before ASU 2014-09 Adoption	Effect of Change
Patient service revenue	\$ -	\$ 12,036,809	\$ -
Provision for bad debts	-	(718,327)	-
Net patient service revenue	<u>\$ 11,318,482</u>	<u>\$ 11,318,482</u>	<u>\$ -</u>

Patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payers (including commercial insurers and governmental programs). Generally, the Organization bills the patients and third-party payers several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligation for medical, behavioral health, dental and ancillary services from the commencement of a face-to-face encounter with a patient to the completion of the encounter. Ancillary services provided the same day as the face-to-face encounter are considered to be part of the performance obligation and are not deemed to be separate performance obligations. The Organization measures the performance obligation for in-house and contract pharmacy services based on when the prescription is distributed to the patient.

The Organization determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payers, discounts provided to uninsured patients in accordance with the Organization's sliding fee discount program, and implicit price concessions provided to uninsured patients.

The Organization determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Organization determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

The Organization has elected the practical expedient allowed under FASB Accounting Standards Codification Subtopic 606-10-32-18, and does not adjust the promised amount of consideration from patients and third-party payers for the effects of a significant financing component due to the Organization's expectation that the period between the time the service is provided to a patient and the time that the patient or a third-party payer pays for that service will be one year or less.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is primarily reimbursed based on the lesser of actual charges or prospectively set rates for all FQHC services furnished to a Medicare beneficiary on the same day when an FQHC furnishes a face-to-face FQHC visit. Certain other non-FQHC services are reimbursed based on fee-for-service rate schedules.

Medicaid

The Organization is entitled to reimbursement based on a minimum per visit reimbursement rate (encounter rate) when providing care to Medicaid beneficiaries which is adjusted annually for inflation using the Medicare Economic Index. Certain other non-FQHC services are reimbursed based on fee-for-service rate schedules.

Other Payers

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed based on contractually obligated payment rates for each Current Procedural Terminology code which may be less than the Organization's public fee schedule.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

Patients

Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

340B Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization operates an in-house pharmacy and contracts with other local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price. The Organization recognizes revenue in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

Consistent with the Organization's mission and FQHC designation, care is provided to patients regardless of their ability to pay. Therefore, the Organization has determined it has provided implicit price concessions to uninsured patients and patients with other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and amounts the Organization expects to collection based on its collection history with those patients.

The Organization provides care to patients who meet certain criteria under its sliding fee discount program. The Organization estimates the costs associated with providing this care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount program. The estimated cost of providing services to patients under the Organization's sliding fee discount program amounted to \$1,523,271 and \$1,756,052 for the years ended December 31, 2019 and 2018, respectively. The Organization is able to provide these services with a component of funds received through federal and state grants.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payer. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payer or group of payers will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. A table detailing the payers is presented in Note 7.

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The accounts receivable from patients and third-party payers, net of contractual allowances, were as follows:

	<u>2019</u>	<u>2018</u>
Governmental plans		
Medicare	7 %	7 %
Medicaid	28 %	29 %
Commercial payers	31 %	32 %
Patient	<u>34 %</u>	<u>32 %</u>
 Total	 <u><u>100 %</u></u>	 <u><u>100 %</u></u>

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible. Support received under grants and contracts with governmental agencies is recorded as revenue when terms of the agreements have been met.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). For the years ended December 31, 2019 and 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 66% and 63%, respectively, of grants, contracts and contributions.

Inventory

Inventory consists primarily of pharmaceuticals and is stated at the lower of cost or retail. Cost is determined on the first-in, first-out method.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheets regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and losses section of the statement of operations. The election was made because the Organization believes reporting the activity in a single performance indicator provides a clearer measure of the investment performance. Accordingly, investment income and the change in fair value are included in the excess (deficiency) of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheet.

Investment in Limited Liability Company

The Organization is one of seven members of Primary Health Care Partners, LLC (PHCP). The Organization's investment in PHCP is reported using the equity method. PHCP dissolved on December 31, 2019 and the Organization's remaining capital balance was subsequently distributed to the Organization.

Assets Limited as to Use

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 6.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. Property and equipment costing less than \$5,000 is charged to expense upon purchase.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as net assets released from restriction.

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. All pledges receivable are due within one year. Given the short-term nature of the Organization's pledges, they are not discounted and a reserve for uncollectible pledges has been established in the amount of \$2,000 at December 31, 2019 and 2018. Conditional promises to give are not included as revenue until the conditions are substantially met.

In 2019, the Organization adoption ASU No. 2018-08, *Not-for-Profit Entities* (Topic 958), *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU No. 2018-08 applies to all entities that receive or make contributions and clarifies the definition of transactions accounted for as an exchange transaction subject to ASU No. 2014-09 or other applicable guidance, and transactions that should be accounted for as contributions (non-exchange transactions) subject to the contribution accounting model. Further, ASU No. 2018-08 provides criteria for evaluating whether contributions are unconditional or conditional. Conditional contributions must specify a barrier that the recipient must overcome and a right of return that releases the donor from its obligation if the barrier is not achieved, otherwise the contribution is unconditional. ASU No. 2018-08 has been applied retrospectively to 2018; however, there was no impact to total net assets, results of operations or cash flows.

Excess (Deficiency) of Revenue Over Expenses

The statement of operations reflects the excess (deficiency) of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess (deficiency) of revenue over expenses include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Governments have mandated the temporary shut-down of business in many sectors and imposed limitations on travel. Most sectors are experiencing disruption to business operations. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and the extent of government actions to mitigate them. While management believes this matter may negatively impact its operating results, the related financial impact and duration cannot be reasonably estimated at this time.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

On March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), was enacted into law. The Organization obtained a loan for \$1,479,000 under the Act. The loan is intended to cover 8 weeks of payroll during May and June, and if certain provisions are met, the loan may be forgiven. Amounts not forgiven, if any, are repayable over two years with interest at 1% and six month deferred payment. The Organization has also received approximately \$1,500,000 from a number of stimulus payments and Federal grants under the CARES Act to support ongoing operations as well as COVID related expenses through March 2021.

For financial reporting purposes, subsequent events have been evaluated by management through July 27, 2020, which is the date the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

The Organization had working capital of \$5,357,854 and \$4,918,258 at December 31, 2019 and 2018, respectively. The Organization had average days cash and cash equivalents and investments on hand (based on normal expenditures) of 119 and 95 at December 31, 2019 and 2018, respectively.

Financial assets available for general expenditure within one year were as follows:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 4,895,949	\$ 3,896,813
Patient accounts receivable, net	1,178,290	1,560,698
Grants receivable	680,448	424,642
Pledges receivable	<u>33,625</u>	<u>263,557</u>
Financial assets available for current use	<u>\$ 6,788,312</u>	<u>\$ 6,145,710</u>

The Organization has long-term investments and assets for restricted use, which are more fully described in Note 3, that are not reflected in the amount above.

3. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

	<u>2019</u>	<u>2018</u>
Long-term investments	\$ 1,373,984	\$ 1,112,982
Assets limited as to use	<u>1,621,866</u>	<u>1,421,576</u>
Total investments	<u>\$ 2,995,850</u>	<u>\$ 2,534,558</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

Assets limited as to use are restricted for the following purposes:

	<u>2019</u>	<u>2018</u>
Assets held in trust under Section 457(b) deferred compensation plans	\$ 36,304	\$ 26,764
Assets with donor restrictions	<u>1,585,562</u>	<u>1,394,813</u>
Total	<u>\$ 1,621,866</u>	<u>\$ 1,421,576</u>

Fair Value of Financial Instruments

U.S. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

U.S. GAAP distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	<u>Investments at Fair Value as of December 31, 2019</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 193,877	\$ -	\$ -	\$ 193,877
Municipal bonds	-	290,796	-	290,796
Exchange traded funds	330,437	-	-	330,437
Mutual funds	<u>2,180,740</u>	-	-	<u>2,180,740</u>
Total investments	<u>\$ 2,705,054</u>	<u>\$ 290,796</u>	<u>\$ -</u>	<u>\$ 2,995,850</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

	<u>Investments at Fair Value as of December 31, 2018</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 13,810	\$ -	\$ -	\$ 13,810
Municipal bonds	-	288,679	-	288,679
Exchange traded funds	411,147	-	-	411,147
Mutual funds	<u>1,820,922</u>	-	-	<u>1,820,922</u>
 Total investments	 <u>\$ 2,245,879</u>	 <u>\$ 288,679</u>	 <u>\$ -</u>	 <u>\$ 2,534,558</u>

Municipal bonds are valued based on quoted market prices of similar assets.

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Land	\$ 718,427	\$ 718,427
Building and improvements	5,857,428	5,857,428
Leasehold improvements	302,547	311,561
Furniture, fixtures, and equipment	<u>2,673,943</u>	<u>2,667,663</u>
 Total cost	 <u>9,552,345</u>	 9,555,079
Less accumulated depreciation	<u>3,767,815</u>	<u>3,447,860</u>
 Property and equipment, net	 <u>\$ 5,784,530</u>	 <u>\$ 6,107,219</u>

The Organization's facility was built and renovated with federal grant funding. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and Health Reimbursement and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

5. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes:

	<u>2019</u>	<u>2018</u>
Specific purpose		
Program services	\$ 139,688	\$ 115,371
Passage of time		
Pledges receivable	33,625	263,557
Investments to be held in perpetuity, for which the income is without donor restrictions	<u>1,585,562</u>	<u>1,394,813</u>
Total	<u>\$ 1,758,875</u>	<u>\$ 1,773,741</u>

Net assets released from net assets with donor restrictions were as follows:

	<u>2019</u>	<u>2018</u>
Satisfaction of purpose - program services	\$ 53,238	\$ 270,530
Passage of time - pledges receivable	322,064	291,384
Passage of time - endowment earnings	<u>73,205</u>	<u>73,017</u>
Total	<u>\$ 448,507</u>	<u>\$ 634,931</u>

6. Endowments

Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2019 and 2018.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities:

	<u>2019</u>	<u>2018</u>
Endowments, beginning of year	\$ 1,394,813	\$ 1,577,139
Investment income	47,540	37,790
Change in fair value of investments	216,414	(147,099)
Spending policy appropriations	<u>(73,205)</u>	<u>(73,017)</u>
Endowments, end of year	\$ <u>1,585,562</u>	\$ <u>1,394,813</u>

7. Patient Service Revenue

Net patient service revenue by payer and program is as follows:

	<u>2019</u>		
	Medical, Behavioral Health and Dental <u>Services</u>	Pharmacy <u>Services</u>	<u>Total</u>
Governmental payers			
Medicare	\$ 927,218	\$ 241,341	\$ 1,168,559
Medicaid	4,641,469	298,673	4,940,142
Commercial payers	2,806,586	277,352	3,083,938
Patient	<u>470,870</u>	<u>182,195</u>	<u>653,065</u>
Net direct patient service revenue	8,846,143	999,561	9,845,704
340B contract pharmacy revenue	<u>-</u>	<u>1,472,778</u>	<u>1,472,778</u>
Net patient service revenue	\$ <u>8,846,143</u>	\$ <u>2,472,339</u>	\$ <u>11,318,482</u>
	<u>2018</u>		
	Medical, Behavioral Health and Dental <u>Services</u>	Pharmacy <u>Services</u>	<u>Total</u>
Governmental payers			
Medicare	\$ 1,001,792	\$ 171,979	\$ 1,173,771
Medicaid	3,910,040	196,962	4,107,002
Commercial payers	3,154,989	295,839	3,450,828
Patient	<u>1,165,229</u>	<u>137,889</u>	<u>1,303,118</u>
Total direct patient service revenue	9,232,050	802,669	10,034,719
Provision for bad debts	<u>(651,700)</u>	<u>-</u>	<u>(651,700)</u>
Net direct patient service revenue	8,580,350	802,669	9,383,019
340B contract pharmacy revenue	<u>-</u>	<u>1,318,392</u>	<u>1,318,392</u>
Net patient service revenue	\$ <u>8,580,350</u>	\$ <u>2,121,061</u>	\$ <u>10,701,411</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

8. Retirement Plans

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the years ended December 31, 2019 and 2018, the Organization contributed \$193,365 and \$194,214, respectively, to the plan.

The Organization has established an unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2019. The balance of the deferred compensation plan amounted to \$36,304 and \$26,764 at December 31, 2019 and 2018, respectively.

9. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was \$1,068,417 and \$1,136,875 for the years ended December 31, 2019 and 2018, respectively. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

10. Functional Expense

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare, administrative and support and fundraising services based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature. Expenses related to providing these services are as follows:

	<u>Healthcare Services</u>	<u>Administrative and Support Services</u>	<u>Fundraising Services</u>	<u>Total</u>
2019:				
Salaries and wages	\$ 10,587,330	\$ 1,293,845	\$ 413,834	\$ 12,295,009
Employee benefits	1,857,078	226,878	72,678	2,156,634
Contracted services	890,375	183,127	7,448	1,080,950
Program supplies	1,324,866	-	-	1,324,866
Software maintenance	433,457	52,955	16,964	503,376
Occupancy	678,094	82,842	26,538	787,474
Other	963,883	103,415	58,080	1,125,378
Depreciation	<u>281,523</u>	<u>34,393</u>	<u>11,018</u>	<u>326,934</u>
Total	<u>\$ 17,016,606</u>	<u>\$ 1,977,455</u>	<u>\$ 606,560</u>	<u>\$ 19,600,621</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2019 and 2018

	<u>Healthcare Services</u>	<u>Administrative and Support Services</u>	<u>Fundraising Services</u>	<u>Total</u>
2018:				
Salaries and wages	\$ 10,726,571	\$ 1,233,194	\$ 480,221	\$ 12,439,986
Employee benefits	1,961,848	225,466	87,820	2,275,134
Contract services	956,218	147,500	16,136	1,119,854
Program supplies	1,191,451	-	-	1,191,451
Software maintenance	460,634	52,938	20,620	534,192
Occupancy	502,635	57,765	22,500	582,900
Other	854,906	88,360	75,211	1,018,477
Depreciation	<u>301,513</u>	<u>34,651</u>	<u>13,497</u>	<u>349,661</u>
Total	<u>\$ 16,955,776</u>	<u>\$ 1,839,874</u>	<u>\$ 716,005</u>	<u>\$ 19,511,655</u>

11. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of December 31, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

12. Lease Commitments

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2020	\$ 315,971
2021	274,281
2022	42,211
2023	43,048
2024	23,971
Thereafter	<u>1,191</u>
Total	<u>\$ 700,673</u>

Rental expense amounted to \$316,139 and \$258,695 for the year ended December 31, 2019 and 2018, respectively.

GREATER SEACOAST COMMUNITY HEALTH

Goodwin
Community Health

Families
First

Lilac City
Pediatrics

Board of Directors
Calendar Year 2021

Name/Address	Occupation
<u>Chair</u> Jennifer Glidden Alton Bay, NH	Department of Health & Human Services
<u>Vice-Chair</u> Barbara Henry Hampton, NH	Retired Newspaper Publisher
<u>Board Treasurer</u> Dennis Veilleux Portsmouth, NH	Accounting Manager
<u>Board Secretary</u> Don Chick East Rochester, NH	Photographer
Karin Barndollar Portsmouth, NH	Export Manager
Jody Hoffer Gittell Portsmouth, NH	Professor
Valerie Goodwin York Harbor, ME	Retired Business
Jo Jordon Portsmouth, NH	Emergency Management
Abigail Sykas Karoutas Dover, NH	Attorney
Jo Lamprey North Hampton, NH	Retired Nurse and co-founder healthcare quality company
Brendan Markey Lebanon, ME	Financial Executive
Allison Neal Barrington, NH	Education Consultant
Yulia Rothenberg Dover, NH	Education Consultant
Kathy Scheu North Hampton, NH	Medical/Laboratory Product Sales
Dan Schwarz Portsmouth, NH	Attorney
Jeffrey Segil, MD Dover, NH	Physician-OB/GYN
James Sepanski Hampton, NH	Financial Executive
David B. Staples, DDS Dover, NH	Dentist

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PHONE 603-969-1305 • E-MAIL JBURNS@GOODWINCH.ORG

JOHN BURNS

OBJECTIVE

Looking for a challenging change and move into recovery support services, project management, continuum of care, and management level roles within the field of behavioral health and addiction recovery.

EXPERIENCE

Director

Nov 2016-Present

SOS Recovery Community Organization (Goodwin Community Health)

- Serve as Director of SOS Recovery Community Organization overseeing day to day operations and strategic direction of 3 recovery community centers.
- Supervise and Manage all operations and a staff of seven.
- Oversight and development of the strategic plan.
- Fiscal management of the operational budget
- Oversee and coordinate programming and volunteer efforts.
- Has implemented new programs unique to the recovery community in both Strafford County Corrections as well as with Wentworth Douglass Hospital.
- Implementing first NH Law Enforcement Assisted Diversion (LEAD) in Dover and Farmington, NH

Director, Safe Harbor Recovery Center Granite Pathways & Fedcap Rehabilitation Services

June 2016 – Nov 2016
Portsmouth, NH

- Fiscal management of the operational budget
- Oversee and coordinate a calendar of events for recovery support services and peer support groups
- Project management of Community Access to Recovery with local hospitals, police departments and recovery center.
- Responsible for grant reporting and ensuring quality data collection efforts are maintained by support workers
- Coordinate with peer leaders, volunteers, and community leaders to facilitate effective community outreach, education, and awareness raising
- Facilitate stakeholder collaborations to ensure enrollment targets for various projects and adequate reach populations of focus
- Supervision of trained peer leaders and volunteers
- Assisting and informing the broader Granite Pathways and Fedcap NE Region scopes of work by attending quarterly meetings, providing quarterly reports and serving as an access point for NH Service Framework

Northeast Regional Sales Manager, United Site Services United Site Services

Sept 2014 – Feb 2016
Westborough, MA

- Successfully direct a team of eleven account managers throughout the Northeast, USA.
- Oversight and management of P&L and sales budget of \$37 million.
- Successfully implemented and oversaw six acquisitions totaling over \$6 million in revenue.
- Achieved organic growth of 11% in 2015 in construction market growing less than 2% annually.
- Achieved and exceeded Budget targets in 3 of 5 quarters.

Northeast Regional Sales Manager
State Chemical Solutions

April 2009 – Sept 2014
Cleveland, OH

- Successfully direct a team of seven sales managers and sixty sales representatives throughout the Northeast, USA.
- Chosen by Executive V.P. to help implement 2011 initiative to transition from commission based sales organization to a salary sales and service based organization.
- Successfully implemented growth strategy and initiatives to show sales improvement in first two years.
- Improved sales declines in region for previous five years from over eight percent multiple year gross losses to achieving consistent growth trend and achieving sales growth targets above company targets.
- Successfully took over and have made a number of successful managerial transitions within the region and poised it for continued growth in 2013.
- Regional Sales Manager of the Quarter - second quarter, 2012.

District Sales Manager
State Chemical Solutions

Nov 2006 - April 2009
Cleveland, OH

- Successfully built and managed a team of ten sales representatives throughout New England.
- Consistently recognized as top performer and awarded district sales manager of month twice.
- Successfully achieved and exceeded growth, sales, and earnings targets in 2008.
- Successfully took over and merged two shrinking districts within twelve months of being hired and showed immediate growth as well as territory expansion from nine to ten territories.
- Appointed as a leading district manager to District Sales Manager Council to work with upper management in achieving company strategic goals and strategies and act as liaison to other district managers.
- Recruited, hired and trained two recipients of company's distinguished Rookie of the Month sales award as well as one recipient of the Rookie of the Year award.

Operations Manager
F.W. Webb Company

Jan 2001 - Nov 2006
Dover, NH

- Managed operations for large branch location and two satellite locations in wholesale plumbing and heating industry.
- Successfully exceeded profitability goals five consecutive years with gross sales of over \$21 million annually and recognized as top performer each year.
- Managed over fifty sales and warehouse employees and over \$5 million in inventory and improved inventory cost controls by improving inventory turnover and sales fulfillment rates.
- Successfully led and implemented ISO 9001 certifications and developed a full safety program.
- Led preparation, oversight and implementation with general manager of both P&L and capital budgets each year and nearly doubled net profit goals each year.
- Directed all aspects of hiring, training and branch personnel issues.

Outside Sales
F.W. Webb Company

Sept 1995 - Jan 2001
Dover, NH

- Managed and grew gross sales from 1 million dollars annually to over 3 million while maintaining gross margins exceeding company targets and expectations.
- Achieved and exceeded sales growth every year and recognized annually as a top performer.
- Appointed to Industrial PVF Steering Committee to assist in corporate strategies for Industrial PVF sales, distribution, and inventory management policy.

COMMUNITY SERVICE EXPERIENCE:

NH IDN Region 6 Executive Governance

June 2016 – Present

Appointed as recovery support services representative to district 6 executive governance committee in Sept 2016. Have also actively served on community engagement committee and have been involved in facilitating community outreach efforts and focus groups on the DSRIP/IDN waiver program and integration of care efforts.

Safe Harbor Recovery Center

Sept 2015 – June 2016

Hire in paid role as director of peer recovery organization since June 2016. Have engaged as project manager through construction and build out of center as a volunteer prior to hiring. As director have been responsible for coordinating and management of all projects, scheduling and volunteer organization. Have managed start-up and facilitation of a peer advisory council and multiple volunteer committees. Responsible for fiscal budget management as well as integration of services into the community with community care teams, dsrip and idn projects, homeless coalitions and treatment providers.

Families Hoping and Coping

June 2014 – Present

Founder and President of non-profit peer based family support group serving families in Strafford County with three chapters meeting weekly. Founded this in June and have had additional chapters throughout seacoast and Strafford County NH to serve family members and loved ones of individuals struggling with substance use disorders.

OneVoice Strafford County Opioid Taskforce

January 2014 – Present

Member and stakeholder of county-wide taskforce made up of law enforcement, healthcare providers, treatment and recovery advocates and family members that was active in rolling out multiple summits, events and advocacy efforts to bring exposure to opioid epidemic and substance misuse in Strafford County.

Hope on Haven Hill

August 2015 – June 2016

Treasurer and Board Member for non-profit long term residential treatment program for pregnant women and their children in Rochester, NH struggling with substance use disorders.

SOS Recovery Centers

August 2014 – June 2016

Serve on the leadership team appointed to act as liasons to the community volunteers in the process of helping to design, implement and oversee the creation of three community recovery centers in Strafford County scheduled to start opening in June and July of 2016.

CERTIFICATIONS, RECOGNITION, AND MEMBERSHIP:

- Connecticut Community for Addiction Recovery Trained Recovery Coach and Recovery Coach Trainer
- Trained as a trainer for CCAR Ethical Considerations for Recovery Coaches
- Trained as a trainer for SOS Developing Excellence in Recovery Coaching
- Over 30 hours of formal Motivational Interviewing training
- Developed and trained approved NH Licensing Board for Alcohol and other Drug curriculums for SOS Recovery Community Organization in: Peer Recovery Support Supervision; Crisis Navigation; Facilitator Training; Compassion Fatigue and Self-Care, as well as ethical considerations in recovery community organizations and trainings on gossip and social connections.
- Certified Recovery Support Worker (CRSW)
- NAMI certified facilitator
- AHA CPR and First Aid Certified
- Connect Suicide Prevention trained
- Completed Trauma Informed Care training
- 2015 New Futures Advocacy in Action Award: Statewide public advocacy award presented by New Futures in Concord, NH for advocacy on legislative policies related to opioid epidemic and substance misuse disorders.
- Pursuing NH Certified Recovery Coach Support Worker (CRSW) credential; 90% complete
- Current member of NH Providers Association and NH Alcohol & Drug Abuse Counselors Association

EDUCATION

Masters of Business Administration, Southern NH University

May 2001

- GPA: 3.88 and President's List

Manchester, NH

Bachelor of Science, Business Administration, Southern NH University

May 1999

- GPA: 3.82 and President's List

Manchester, NH

Associates Degree, Paralegal Studies, McIntosh College

May 1995

- GPA: 3.93 and President's List, High Honors

Dover, NH

Ashley Lewis, CRSW

Education

NH Certified Recovery Support Worker (CRSW) – 2018

28.75 CEU New England Institute of Addiction Studies 6/2017

- Collaborative Compassionate Care for Maternal Substance Use/Substance Exposed Newborns
- Introduction to Drug Court
- Treatment Planning (MATRS) for Criminal Justice Population
- Promoting Motivational Incentives (PAMI) for Criminal Justice Population
- Motivational Interviewing for the Criminal Justice Population

Recovery Coach Certificate 7/2016

CCAR Recovery Coach Academy

- Attended a vigorous CCAR week long training and became a Certified Recovery Coach in the State of New Hampshire

Cosmetology License 9/2002-6/2004

Michaels School of Hair Design

- Obtained Cosmetology License after 1500 hours

Diploma | 08/1999-06/2002 | Somersworth High School

- Achieved a diploma in advance in general studies

Skills and Expertise

Public Speaking	Time Management	Problem Solving
Customer Service	Social Media	Multi-Tasking
Critical Thinking	Professional Communication	Crisis Response

Professional Experience

Criminal Justice Recovery Manager 9/2018 - Present

SOS Recovery Community Organization

- Management of all aspects of criminal justice program
- Oversight of pre-arrest diversion programming
- Hiring, training, scheduling and development of criminal justice recovery support specialists
- Oversight of 24/7 per diem recovery coaches engaged in recovery coaching contracts with hospitals such as Wentworth Douglass Hospital
- Community Outreach and liason to Department of Corrections, Probation and Parole, Community Corrections, Drug Court and Strafford County Correctional Facility.

Continuum of Care Navigation RAPS Specialist 6/2017 – 9/2018

RAPS (Granite Pathways)

- Integrate the RAPS Program into the Criminal Justice System in all of NH

- Answer to Crisis Response within Recovery Centers
- Continuum of Care Navigation

Volunteer & Program Coordinator
Safe Harbor Recovery Center

11/2016 - 6/2017

Managed Volunteers

Launched Programs

Crisis Response Management

Coordinated Events

Outreach Presentations

Provided Five Star service to patrons

Honors Received: N/A

Recent Relevant Publications: N/A

RFA-2022-BDAS-02-PEERR

Resume

DREW MARANHAS

EDUCATION

Recovery Coach Academy **2020**
Rochester, New Hampshire
Recovery Coach

PROFESSIONAL EXPERIENCE

SOS Recovery Community Organization, Dover, NH
Recovery Friendly Workplace Coordinator **2019-Current**
Responsible for providing training to the business sector surrounding Substance Use Disorder and Recovery. Also responsible for bringing services offered by SOS centers into the business.

Woven Community Development Association, Rochester, NH
Board Member **2020-Current**
Responsible for providing insights and input in regards to running the Woven Community Development Association in such a way that is inclusive of those with Substance Use Disorder and/or people in recovery.

LEAD and Wentworth Douglas Hospital
On-Call Recovery Support Worker **2020-Current**
Responsible for dispatching to individuals involved with law enforcement or hospitalized in need of support, resources, or services surrounding their substance use or recovery.

RFA-2022-BDAS-02-PEERR

Greater Seacoast Community Health Key Personnel List

1. John Burns, MBA, CRSW, Director, SOS Recovery Community Organization, jburns@sosrco.org, 603-969-1305. The Director is responsible for oversight of all SOS programs. Other sources fund this position.
2. Homeless Outreach Coordinator to be hired, 24 hours/week to be funded by NH DHHS under RFA-2022-BDAS-02-PEERR.
3. Ashley Lewis, CRSW, Operations Manager, SOS Recovery Community Organization, alewis@sosrco.org. The homeless outreach staff will report directly to the Operations Manager. Other sources fund this position.
4. Drew Maranhas, CRSW, Recovery Friendly Workplace Coordinator, SOS Recovery Community Organization, dmaranhas@sosrco.org. This position will work with the new Homeless Outreach Coordinator. Other sources fund this position.

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

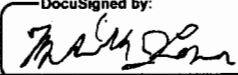

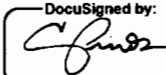
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Tilton Area Family Resource Center		1.4 Contractor Address 5 Prospect St. Tilton, NH 03276	
1.5 Contractor Phone Number (603) 286-4255	1.6 Account Number 05-95-92-920510- 33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$43,750
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/9/2021		1.12 Name and Title of Contractor Signatory Michelle Lennon Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/10/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/10/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

MJ

Date 6/9/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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

Scope of Services

1. Statement of Work

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



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

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

2. Exhibits Incorporated

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

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

3. Reporting Requirements

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

4. Performance Measures

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

5. Additional Terms

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

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

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

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

6. Records

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

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

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

- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, and any of its designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

Payment Terms

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

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

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

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

7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



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

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

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New Hampshire Department of Health and Human Services

Contractor Name: Greater Tilton Area Family Resource Center

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

Project Title

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 25,000.00	\$ 2,500.00	\$ 27,500.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 2,500.00	\$ 27,500.00
2. Employee Benefits	\$ 1,912.50	\$ 191.25	\$ 2,103.75	\$ -	\$ -	\$ -	\$ 1,912.50	\$ 191.25	\$ 2,103.75
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,250.00	\$ 125.00	\$ 1,375.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 125.00	\$ 1,375.00
Office	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
6. Travel	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
7. Occupancy	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 480.00	\$ 48.00	\$ 528.00	\$ -	\$ -	\$ -	\$ 480.00	\$ 48.00	\$ 528.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 100.00	\$ 10.00	\$ 110.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 10.00	\$ 110.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 3,030.23	\$ 303.02	\$ 3,333.25	\$ -	\$ -	\$ -	\$ 3,030.23	\$ 303.02	\$ 3,333.25
Supplies for participants including: Bus Tickets,	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies (small denomination gift cards for any	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sleeping Bags, Snacks, Water, Tents, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 39,772.73	\$ 3,977.27	\$ 43,750.00	\$ -	\$ -	\$ -	\$ 39,772.73	\$ 3,977.27	\$ 43,750.00
Indirect As A Percent of Direct		10.0%							



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

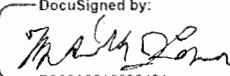
Place of Performance (street address, city, county, state, zip code) (list each location)


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

Vendor Name:

6/9/2021

Date

DocuSigned by:

 Name: Michelle Lennon
 Title: Executive Director

Vendor Initials 
 Date 6/9/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

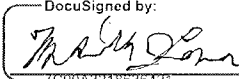
The undersigned certifies, to the best of his or her knowledge and belief, that:


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

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

Vendor Name:

6/9/2021
Date

DocuSigned by:

 Name: Michelle Lennon
 Title: Executive Director

Vendor Initials 
 Date 6/9/2021



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

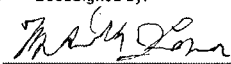
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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


LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/9/2021
Date

DocuSigned by:

 Name: Michelle Lennon
 Title: Executive Director

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 Contractor Initials
 Date 6/9/2021



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/9/2021
Date

DocuSigned by:

7C00A3212032421
Name: Michelle Lennon
Title: Executive Director

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

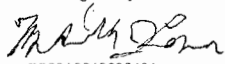
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name:

6/9/2021

Date

DocuSigned by:

Name: Michelle Lennon
Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

Contractor Initials MS



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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Contractor Initials

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Date 6/9/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Greater Tilton Area Family Resource Center

The State

Name of the Contractor

Katja Fox

Michelle Lennon

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Michelle Lennon

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/10/2021

6/9/2021

Date

Date

Contractor Initials ML

Date 6/9/2021



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

6/9/2021

Date

DocuSigned by:

Name: Michelle Lennon

Title: Executive Director

Contractor Initials

6/9/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- The DUNS number for your entity is: 117083122
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

DS
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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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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 State

CERTIFICATE

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

Business ID: 733566

Certificate Number: 0005379301



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of June A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

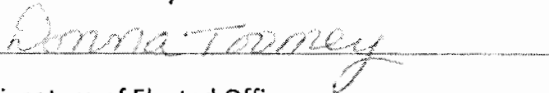


Greater Tilton Area Family Resource Center
5 Prospect Street
Tilton, New Hampshire 03276
603-286-4255

CERTIFICATE OF AUTHORITY I, Donna Toomey, hereby certify that: I, Donna Toomey

1. I am a duly elected Clerk/Secretary/Officer of Greater Tilton Area Family Resource Center.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 21, 2021, at which a quorum of the Directors/shareholders were present and voting. MAY 21, 2021 VOTED: That Michelle J. Lennon, Executive Director of the Greater Tilton Area Family Resource Center is duly authorized on behalf of The Greater Tilton Area Family Resource Center to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to 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: May 21, 2021



Signature of Elected Officer

Name:

Donna Toomey, Board President
Greater Tilton Area Family Resource Center



GREATIL-01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2021

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

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

PRODUCER A W Frost Agency, Inc. 354 Central Street Franklin, NH 03235	CONTACT NAME: PHONE (A/C, No, Ext): (603) 934-3319 FAX (A/C, No): (603) 934-7227 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Greater Tilton Area Family Resource Center 5 Prospect St Tilton, NH 03276	INSURER A: Mount Vernon Fire Insurance INSURER B: Progressive Insurance Group 24252 INSURER C: Wesco Insurance Company INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD, Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		NPP2567856C	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		00943918-3	1/24/2021	7/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
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 <input checked="" type="checkbox"/> N/A	WWC3519713	4/2/2021	4/2/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Hired & Non-Owned Liability included in General Liability limits.

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

Greater Tilton Area Family Resource Center Mission:

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

GREATER TILTON AREA FAMILY RESOURCE CENTER
AUDITED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018

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INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors
Greater Tilton Area Family Resource Center
Tilton, NH 03276

We have audited the accompanying financial statements of Greater Tilton Area Family Resource Center (a nonprofit organization), which comprise the statement of financial position as of December 31, 2018, and the related statement of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Greater Tilton Area Family Resource Center as of December 31, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

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

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.

Manchester, N. H. 03104
January 29, 2019

GREATER TILTON AREA FAMILY RESOURCE CENTER

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2018

ASSETS

Current Assets	
Cash and cash equivalents	\$ 45,541
Accounts receivable program	25,672
Prepaid expenses	<u>3,957</u>
Total Current Assets	75,170
Property and Equipment	
Office Equipment	6,082
Leasehold Improvements	3,499
Furniture and Fixtures	<u>2,634</u>
Total Property and Equipment	12,215
Less Accumulated Depreciation	<u>1,299</u>
Net Property and Equipment	<u>10,916</u>
TOTAL ASSETS	<u>\$ 86,086</u>

LIABILITIES AND NET ASSETS

Current Liabilities	
Accrued payroll and related expenses	<u>7,522</u>
Total Current Liabilities	7,522
Net Assets	
Without Donor Restrictions	78,564
With Donor Restrictions	<u>-</u>
Total Net Assets	<u>78,564</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 86,086</u>

(See accompanying notes to these financial statements)

GREATER TILTON AREA FAMILY RESOURCE CENTER
 STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
 FOR THE YEAR ENDED DECEMBER 31, 2018

Operating Revenue	
Net program service fees	\$ 277,214
Contributions	16,826
Other operating revenue	<u>32,287</u>
Total Operating Revenue	<u>326,327</u>
Expenses	
Peer Recovery Support	150,420
Family Support and Parent Education	48,784
Forever Hope Training Center	17,443
General and Administrative	<u>42,223</u>
Total Expenses	<u>258,870</u>
OPERATING (LOSS) INCOME	<u>67,457</u>
Change in Net Assets Without Donor Restrictions	67,457
Net assets at beginning of year	<u>11,107</u>
NET ASSETS AT END OF YEAR	<u>\$ 78,564</u>

(See accompanying notes to these financial statements)

GREATER TILTON AREA FAMILY RESOURCE CENTER
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018

Cash Flows From Operating Activities	
Change in net assets without donor restrictions	\$ 67,457
(Increase) decrease in the following assets:	
Accounts receivable program	(17,660)
Prepaid expenses	(3,957)
Increase (decrease) in the following liabilities:	
Accounts payable	(3,500)
Accrued payroll and related expenses	<u>5,473</u>
Net Cash (Used) Provided By Operating Activities	<u>47,813</u>
Cash Flows From Investing Activities	
Purchase of capital assets	<u>(12,215)</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	35,598
Cash and Cash Equivalents, Beginning of Year	<u>9,943</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 45,541</u>
Supplemental Disclosures of Cash Flow Information:	
Cash expended for interest	<u>\$ -</u>

(See accompanying notes to these financial statements)

GREATER TILTON AREA FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018

NOTE 1 – NATURE OF ORGANIZATION

Greater Tilton Area Family Resource Center is a non-profit, 501(c)(3) community based organization with the purpose to strengthen and empower individuals, families, and the greater Tilton area community by promoting health, well-being, and self-sufficiency through positive relationships, support, collaboration, and education.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

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

The financial statements of Greater Tilton Area Family Resource Center have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Accounting Standards Update (ASU) No. 2016-14, "Presentation of Financial Statements of Not-for-Profit Entities". Under ASU 2016-14, Greater Tilton Area Family Resource Center is required to report information regarding its financial position and activities according to two classes of net assets: assets without donor restrictions and assets with donor restrictions. Assets without donor restrictions were \$78,564 at December 31, 2018. There were no assets with donor restrictions at December 31, 2018.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restriction if the restriction expires within the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase

GREATER TILTON AREA FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED December 31, 2018

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restriction.

Contributed property, equipment and supplies are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed asset must be used are recorded as net assets with donor restrictions, otherwise, the contributions are recorded as net assets without donor restrictions.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Greater Tilton Area Family Resource Center considers all short-term investments with an original maturity of three months or less to be cash equivalents. At December 31, 2018 there were no cash equivalents.

Allowance for doubtful accounts – Greater Tilton Area Resource Center considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty-nine years and for furniture and fixtures three to seven years.

GREATER TILTON AREA FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more likely than not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2018.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – COMPENSATED ABSENCES

Employees of Greater Tilton Area Family Resource Center did not have a paid personal days policy in effect at December 31, 2018, therefore no expense was accrued. An earned benefit time policy was implemented on January 1, 2019. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 4 – MAJOR GRANTORS

A Substantial portion of Greater Tilton Area Family Resource Center's revenue comes from a flow through grant from the Department of Health and Human Services of the State of New Hampshire through Harbor Homes. For the year ended December 31, 2018 revenue from the contract was approximately 63% of total revenue.

GREATER TILTON AREA FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018

NOTE 5 AVAILABILITY AND LIQUIDITY

The following represents Greater Tilton Area Family Resource Center's financial assets at December 31, 2018:

Financial assets at year end:	
Cash and cash equivalents	\$45,541
Accounts receivable program	<u>25,672</u>
Total financial assets	71,213
Less amounts not available to be used within one year	<u> -</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$71,213</u>

Greater Tilton Area Family Resource Center's goal is generally to maintain financial assets to meet 90 days of operational expenses (approximately \$65,000).

NOTE 6 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through January 29, 2019, the date which the financial statements were available to be issued.

GREATER HILTON AREA FAMILY RESOURCE CENTER
 STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED DECEMBER 31, 2018

	Peer Recovery Support	Family Support and Parent Education	Forever Hope Training Center	Total Program Expenses	General & Administrative	Total
Personnel	\$82,020	\$28,744	\$ -	\$ 110,764	\$13,125	\$123,889
Occupancy	30,243	300	-	30,543	9,592	40,135
Contract Labor	5,404	3,145	6,995	15,545	5,242	20,787
Travel	12,670	284	1,016	13,970	-	13,970
Program Supplies	2,396	4,632	5,028	12,056	1,791	13,847
Payroll taxes	6,702	2,418	-	9,120	1,003	10,123
Communications	3,797	2,172	32	6,001	2,109	8,110
Insurance	1,284	-	-	1,284	6,321	7,605
Training	1,160	647	4,276	6,083	-	6,083
Depreciation	342	603	46	991	308	1,299
Professional fees	210	767	-	977	83	1,060
Other Expenses	4,192	5,072	49	9,313	2,649	11,962
	<u>\$150,420</u>	<u>\$48,784</u>	<u>\$17,443</u>	<u>\$216,647</u>	<u>\$42,223</u>	<u>\$258,870</u>

See Independent Auditors' Report and Notes to Financial Statements

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Greater Tilton Area Family Resource Center

05/11/21

Profit & Loss

Accrual Basis

January through December 2020

	Jan - Dec 20
Ordinary Income/Expense	
Income	
NHCENP	411.23
Ganite Corp Pay	13,100.00
Fitup Costs for Rental	929.00
Rental Income	1,080.00
Doorway Reimbursement	640.00
Data Stipend	2,029.90
Recovery Coach Sessions	8,031.12
Grant Revenue	
ACERT Grant Revenue	16,433.67
PDG/UNH Grant	29,521.69
Child Care Aware of NH Grant	11,650.00
PDG - Children's Trust	42,495.10
Linden Foundation	42,000.00
DHHS Equipment Grant	1,528.57
Franklin Expansion Grant	156,017.29
Kinship-2 Contract	29,379.87
CONTRACT 1 - PRSS	259,373.67
CONT 2 - STR - PARENT LEADERS	90,802.40
CONTRACT #3 - Workforce	70,764.68
Contract #4 - STR Carryover	5,874.89
Winnisquam	23,135.60
Kinship Contract	36,242.77
Covid Staff Coverage at Dube Ct	102,931.92
Telehealth Grant.	22,511.90
Total Grant Revenue	940,664.02
Donations	14,413.54
Foundations Grant	
Fidelity Charitable Grant	5,000.00
Children's Auction	15,000.00
The Linden Foundation Grant	15,000.00
Total Foundations Grant	35,000.00
Medicaid	14,037.61
Miscellaneous Income	800.00
NHCF	27,500.00
Peer Support Income	269.46
Training Income	
Harm Reduction	522.24
FRC Training Scholarships	150.00
SOQ Training	382.00
Training Income.	11,922.43
Parent Cafe Training	233.88
Recovery Coach Income	845.14
2-Gen	150.00
Total Training Income	14,205.69
Total Income	1,073,111.57
Gross Profit	1,073,111.57
Expense	
Garbage Removal	22.50
Recovery Support	629.96
Inspection Fee	250.00
Property Taxes	6,000.94
Mortgage Interest	355.61
Franklin Expansion	2,340.70
Advertising and Promotion	30.99

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05/11/21

Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss
 January through December 2020

	Jan - Dec 20
Automobile Expense	
Registration	224.20
fuel.	1,034.75
Total Automobile Expense	1,258.95
Bank Service Charges	64.60
Child Care	2,235.00
Color Copier	
Color Copier - Capital Purchase	13,440.70
Color Copier - Other	5,305.54
Total Color Copier	18,746.24
Communication/Technology	18,143.00
Computer and Internet Expenses	
Laptop and Desktop Computers	6,221.13
Computer and Internet Expenses - O...	13,948.98
Total Computer and Internet Expenses	20,170.11
Contract Labor	
Fiscal Manager	30,000.00
Accounting	4,767.86
Bookkeeping	8,128.40
Non-Profit Management	14,500.00
Contract Labor - Other	4,800.00
Total Contract Labor	62,196.26
Due & Subscriptions	840.98
Equipment/Office Furniture	23,965.99
Food	1,133.04
Gas Cards	1,383.15
Insurance Expense	
Construction Insurance	189.00
Automobile Insurance	2,369.00
Liability Insurance	2,979.00
Workers Comp	7,807.59
Insurance Expense - Other	4,938.00
Total Insurance Expense	18,282.59
Interest Expense	2,868.15
License/Filing Fees	337.00
Marketing/Outreach	9,495.21
Meals and Entertainment	32.94
Membership	1,339.96
Mileage & Travel	11,852.86
Miscellaneous Expense	3,984.33
Office Supplies	1,809.71
Outside Maintenance	1,545.39
Parent Education Trainers	1,680.00
Payroll	
Medical Insurance	19,032.83

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Greater Tilton Area Family Resource Center**Profit & Loss**

05/11/21

January through December 2020

Accrual Basis

	Jan - Dec 20
Wages	
Data Entry	12,529.90
Early Childhood Educator Specialist	12,000.00
Recovery Coach Wages	13,523.50
Executive Director Salary	14,835.00
Assistant Director	53,686.15
Covid 19 - Dube Center Wages	48,760.00
Employment Specialist	97,299.17
FSS	42,400.00
Kinship Wages	20,998.50
Office Manager	9,082.50
Parent Educator	23,143.66
Transportation Manager	16,778.15
TRSS Manager	46,640.00
Wages - Other	42,400.00
	-7,034.00
Total Wages	447,042.53
Payroll Taxes	
ER Fractional Adjustment	-0.53
ER Medicare.	6,570.92
ER Social Security.	28,116.88
SUTA Taxes	3,565.59
Payroll Taxes - Other	-538.00
Total Payroll Taxes	37,714.86
Total Payroll	503,790.22
Peer Resources	12,804.14
Permit	150.00
Postage and Delivery	365.86
Processing Fees	42.24
Professional Fees	
Legal Services	1,509.00
Professional Fees - Other	1,279.75
Total Professional Fees	2,788.75
Rent Expense	32,500.00
Repairs and Maintenance	
Capital Improvements	22,197.40
Repairs and Maintenance - Other	4,217.32
Total Repairs and Maintenance	26,414.72
Staff Development	814.45
Stipends	
Other Stipends	500.00
Cell Phone Stipends	3,270.04
Total Stipends	3,770.04
Supplies	11,389.81
Telephone/Internet Expense	8,523.63
TRAINING	
TRAINING.	2,150.00
2-Gen Training	-1,000.00
TRAINING - Other	10,315.50
Total TRAINING	11,465.50
Training Consultant	400.00

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05/11/21

Accrual Basis

Greater Tilton Area Family Resource Center

Profit & Loss

January through December 2020

	Jan - Dec 20
Utilities	
Electricity	694.41
Oil	4,898.23
Water/Sewer	446.53
Utilities - Other	2,552.19
Total Utilities	8,591.36
Website Management	56.03
Total Expense	836,862.91
Net Ordinary Income	236,248.66
Net Income	<u>236,248.66</u>

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05/11/21

Greater Tilton Area Family Resource Center
Statement of Cash Flows
January through December 2017

	<u>Jan - Dec ...</u>
OPERATING ACTIVITIES	
Net Income	6,753.97
Adjustments to reconcile Net Income to net cash provided by operations:	
Grant Receivable:Harbor Homes Grant Receiv...	-8,012.01
Grant Payable:NH Charitable Grant	2,500.00
Grant Payable:Rotary Grant Payble	1,000.00
N/P Northfield Tilton Congregat	-114.00
Payroll Liabilities:Federal Payroll Taxes Payble	2,063.40
Payroll Liabilities:SUTA Taxes Payble	-13.95
Net cash provided by Operating Activities	<u>4,177.41</u>
FINANCING ACTIVITIES	
Opening Balance Equity	4,510.62
Net cash provided by Financing Activities	<u>4,510.62</u>
Net cash increase for period	<u>8,688.03</u>
Cash at end of period	<u><u>8,688.03</u></u>

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05/11/21

Greater Tilton Area Family Resource Center
Statement of Cash Flows
 January through December 2018

	Jan - Dec ...
OPERATING ACTIVITIES	
Net Income	67,457.23
Adjustments to reconcile Net Income to net cash provided by operations:	
Prepaid Expenses.:Prepaid Insurance	-1,427.66
Prepaid Expenses.:Prepaid Fuel	-28.98
Grant Receivable:New Hampshire Charitable G...	-2,500.00
Grant Receivable:Harbor Homes Grant Receiv...	-15,160.39
Grant Payable:NH Charitable Grant	-2,500.00
Grant Payable:Rotary Grant Payble	-1,000.00
N/P Northfield Tilton Congregat	114.00
Payroll Liabilities	72.10
Payroll Liabilities:Accrued Wages	3,560.00
Payroll Liabilities:EE Federal Income Tax	1,407.04
Payroll Liabilities:EE Medicare	223.00
Payroll Liabilities:EE Social Security	953.56
Payroll Liabilities:ER Medicare	223.00
Payroll Liabilities:ER Social Security	953.56
Payroll Liabilities:Federal Payroll Taxes Payble	-2,063.40
Payroll Liabilities:SUTA Taxes Payble	143.69
Net cash provided by Operating Activities	50,426.75
INVESTING ACTIVITIES	
Furniture and Equipment	-8,715.90
Leasehold Improvements	-3,498.92
Accumulated Depreciation	1,299.22
Security Deposits Asset	-2,500.00
Net cash provided by Investing Activities	-13,415.60
FINANCING ACTIVITIES	
Opening Balance Equity	-4,510.62
Unrestricted Net Assets	4,353.03
Net cash provided by Financing Activities	-157.59
Net cash increase for period	36,853.56
Cash at beginning of period	8,688.03
Cash at end of period	45,541.59

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05/11/21

Greater Tilton Area Family Resource Center
Statement of Cash Flows
 January through December 2019

	Jan - Dec ...
OPERATING ACTIVITIES	
Net Income	93,133.02
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	-1,000.00
Prepaid Expenses.:Prepaid Telephone Expense	-116.51
Prepaid Expenses.:Prepaid Insurance	84.53
Prepaid Expenses.:Prepaid Fuel	28.98
Prepaid Expenses.:Prepaid Rent	-2,500.00
Grant Receivable:Grant 1 - PRSS	-19,676.16
Grant Receivable:Grant 2 - Parent Ed	-4,362.55
Grant Receivable:Grant #3 - Workforce	-16,256.00
Grant Receivable:Grant #4 - STR	-1,559.49
Grant Receivable:Winnisquam Grant Receivable	-4,307.57
Grant Receivable:New Hampshire Charitable G...	2,500.00
Grant Receivable:Harbor Homes Grant Receiv...	23,172.40
Accounts Payable	1,299.61
Payroll Liabilities	-72.10
Payroll Liabilities:Accrued Wages	4,012.00
Payroll Liabilities:EE Federal Income Tax	402.08
Payroll Liabilities:EE Medicare	72.10
Payroll Liabilities:EE Social Security	308.15
Payroll Liabilities:ER Medicare	72.10
Payroll Liabilities:ER Social Security	308.15
Payroll Liabilities:SUTA Taxes Payble	-4.16
Net cash provided by Operating Activities	75,538.58
INVESTING ACTIVITIES	
2016 Grand Caravan	-15,000.00
Furniture and Equipment	-4,613.76
Accumulated Depreciation	3,504.59
Net cash provided by Investing Activities	-16,109.17
Net cash increase for period	59,429.41
Cash at beginning of period	45,541.59
Cash at end of period	104,971.00

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Greater Tilton Area Family Resource Center
Statement of Cash Flows
 January through December 2019

	<u>Jan - Dec ...</u>
OPERATING ACTIVITIES	
Net Income	93,133.02
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	-1,000.00
Prepaid Expenses.:Prepaid Telephone Expense	-116.51
Prepaid Expenses.:Prepaid Insurance	84.53
Prepaid Expenses.:Prepaid Fuel	28.98
Prepaid Expenses.:Prepaid Rent	-2,500.00
Grant Receivable:Grant 1 - PRSS	-19,676.16
Grant Receivable:Grant 2 - Parent Ed	-4,362.55
Grant Receivable:Grant #3 - Workforce	-16,256.00
Grant Receivable:Grant #4 - STR	-1,559.49
Grant Receivable:Winnisquam Grant Receivable	-4,307.57
Grant Receivable:New Hampshire Charitable G...	2,500.00
Grant Receivable:Harbor Homes Grant Receiv...	23,172.40
Accounts Payable	1,299.61
Payroll Liabilities	-72.10
Payroll Liabilities:Accrued Wages	4,012.00
Payroll Liabilities:EE Federal Income Tax	402.08
Payroll Liabilities:EE Medicare	72.10
Payroll Liabilities:EE Social Security	308.15
Payroll Liabilities:ER Medicare	72.10
Payroll Liabilities:ER Social Security	308.15
Payroll Liabilities:SUTA Taxes Payble	-4.16
Net cash provided by Operating Activities	75,538.58
INVESTING ACTIVITIES	
2016 Grand Caravan	-15,000.00
Furniture and Equipment	-4,613.76
Accumulated Depreciation	3,504.59
Net cash provided by Investing Activities	-16,109.17
Net cash increase for period	59,429.41
Cash at beginning of period	45,541.59
Cash at end of period	104,971.00

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Greater Tilton Area Family Resource Center
Statement of Cash Flows
 January through December 2020

	<u>Jan - Dec ...</u>
OPERATING ACTIVITIES	
Net Income	236,248.66
Adjustments to reconcile Net Income to net cash provided by operations:	
Gift Cards for Participants	-210.00
Real Estate Tax Escrow	-980.10
Prepaid Expenses.:Prepaid Utilities	-394.33
Prepaid Expenses.:Prepaid Telephone Expense	116.51
Prepaid Expenses.:Prepaid Insurance	156.77
Prepaid Expenses.:Prepaid Rent	2,500.00
Grant Receivable:PDG - Children's Trust Rec.	-8,115.60
Grant Receivable:ACERT Grant Receivable	-16,433.67
Grant Receivable:Franklin Expansion Grant.	-39,517.33
Grant Receivable:Kinship-2 Contract.	-2,187.48
Grant Receivable:Grant 1 - PRSS	1,578.57
Grant Receivable:Grant 2 - Parent Ed	-14,037.78
Grant Receivable:Grant #3 - Workforce	8,253.13
Grant Receivable:Grant #4 - STR	239.02
Grant Receivable:Winnisquam Grant Receivable	1,672.68
Grant Receivable:kinship Contract.	-1,458.52
Accounts Payable	15,377.36
Pre-Paid Children's Trust Grant	-1,567.00
Pre-Paid Linden Foundation Gran	42,000.00
Payroll Protection Loan	49,000.00
Payroll Liabilities:Accrued Wages	-7,572.00
Payroll Liabilities:EE Federal Income Tax	4,254.77
Payroll Liabilities:EE Medicare	623.02
Payroll Liabilities:EE Social Security	2,664.40
Payroll Liabilities:ER Medicare	617.57
Payroll Liabilities:ER Social Security	2,661.17
Payroll Liabilities:SUTA Taxes Payble	1,008.09
Net cash provided by Operating Activities	<u>276,497.91</u>
INVESTING ACTIVITIES	
175 Central Street, Franklin, N	-157,500.00
175 Central Street, Franklin, N:Construction - 175 Central...	-168,709.03
175 Central Street, Franklin, N:Settlement Charges	-6,140.50
Internet/Computer Setup	-5,000.00
Furniture and Equipment	-3,435.00
Net cash provided by Investing Activities	<u>-340,784.53</u>
FINANCING ACTIVITIES	
Mortgage - 175 Central Street	193,380.30
Net cash provided by Financing Activities	<u>193,380.30</u>
Net cash increase for period	129,093.68
Cash at beginning of period	<u>104,971.00</u>
Cash at end of period	<u><u>234,064.68</u></u>

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Accrual Basis

Greater Tilton Area Family Resource Center
Summary Balance Sheet
As of December 31, 2017

	<u>Dec 31, 17</u>
ASSETS	
Current Assets	
Checking/Savings	8,688.03
Other Current Assets	8,012.01
Total Current Assets	<u>16,700.04</u>
TOTAL ASSETS	<u>16,700.04</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	5,435.45
Total Current Liabilities	<u>5,435.45</u>
Total Liabilities	5,435.45
Equity	<u>11,264.59</u>
TOTAL LIABILITIES & EQUITY	<u>16,700.04</u>

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05/11/21
Accrual Basis

Greater Tilton Area Family Resource Center
Summary Balance Sheet
As of December 31, 2018

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	45,541.59
Other Current Assets	27,129.04
Total Current Assets	<u>72,670.63</u>
Fixed Assets	10,915.60
Other Assets	2,500.00
TOTAL ASSETS	<u>86,086.23</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	7,522.00
Total Current Liabilities	<u>7,522.00</u>
Total Liabilities	7,522.00
Equity	78,564.23
TOTAL LIABILITIES & EQUITY	<u>86,086.23</u>

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Accrual Basis

Greater Tilton Area Family Resource Center
Summary Balance Sheet
As of December 31, 2019

	<u>Dec 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	104,971.00
Accounts Receivable	1,000.00
Other Current Assets	50,121.41
Total Current Assets	<u>156,092.41</u>
Fixed Assets	27,024.77
Other Assets	2,500.00
TOTAL ASSETS	<u><u>185,617.18</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	1,299.61
Other Current Liabilities	12,620.32
Total Current Liabilities	<u>13,919.93</u>
Total Liabilities	13,919.93
Equity	<u>171,697.25</u>
TOTAL LIABILITIES & EQUITY	<u><u>185,617.18</u></u>

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Accrual Basis

Greater Tilton Area Family Resource Center
Summary Balance Sheet
As of December 31, 2020

	<u>Dec 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	234,064.68
Accounts Receivable	1,000.00
Other Current Assets	118,939.54
Total Current Assets	354,004.22
Fixed Assets	367,809.30
Other Assets	2,500.00
TOTAL ASSETS	<u>724,313.52</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	16,676.97
Other Current Liabilities	106,310.34
Total Current Liabilities	122,987.31
Long Term Liabilities	193,380.30
Total Liabilities	316,367.61
Equity	407,945.91
TOTAL LIABILITIES & EQUITY	<u>724,313.52</u>

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Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss
January through December 2017

	Jan - Dec 17
Ordinary Income/Expense	
Income	
Grant Revenue	
Harbor Homes Grant Inco...	8,012.01
Total Grant Revenue	8,012.01
Total Income	8,012.01
Gross Profit	8,012.01
Expense	
Payroll	
Payroll Taxes	
ER Social Security.	1,258.04
Total Payroll Taxes	1,258.04
Total Payroll	1,258.04
Total Expense	1,258.04
Net Ordinary Income	6,753.97
Net Income	<u>6,753.97</u>

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Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss
 January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
Grant Revenue	
Harbor Homes Grant Income	205,534.25
Winnesquam	50,000.00
Total Grant Revenue	255,534.25
Donations	
Christmas Event	410.00
Donations - Other	3,916.28
Total Donations	4,326.28
Ethical Coach Income	290.00
Foundations Grant	12,500.00
Greater Lakes Region Charitable	6,082.00
Miscellaneous Income	32,286.00
Training Income	
Ethics	60.00
Recovery Coach Income	8,520.00
2-Gen	5,527.98
Training Income - Other	1,200.00
Total Training Income	15,307.98
Total Income	326,326.51
Gross Profit	326,326.51
Expense	
Bank Service Charges	64.00
Child Care	350.00
Color Copier	2,125.91
Communication/Technology	0.00
Community Assistance	250.00
Computer and Internet Expenses	605.96
Contract Labor	20,786.57
Depreciation Expense	1,299.22
Due & Subscriptions	738.00
Equipment/Office Furniture	2,064.04
Food	2,008.31
Gas Cards	3,100.00
Insurance Expense	
Workers Comp	5,272.72
Insurance Expense - Other	2,331.45
Total Insurance Expense	7,604.17
Janitorial Expense	150.00
License/Filing Fees	75.00
Manuals	3,328.00
Marketing/Outreach	615.00
Meals and Entertainment	73.66
Mileage & Travel	13,970.27
Miscellaneous Expense	247.95
MOU/Rent	25,418.95
Office Supplies	2,209.30
Outside Maintenance	8.62

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Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss
January through December 2018

	Jan - Dec 18
Payroll	
Wages	
Executive Director Salary	38,720.00
Volunteer Coordinator/Mgr S...	43,780.00
Wages - Family Support	29,888.63
Wages - Peer Recovery	11,500.00
Total Wages	123,888.63
Payroll Taxes	
ER Medicare.	2,224.86
ER Social Security.	6,980.31
FICA	67.81
SUTA Taxes	777.79
Total Payroll Taxes	10,050.77
Total Payroll	133,939.40
Peer Resources	723.39
Peer Retreat/Training Self Care	5,259.27
Permit	779.00
Processing Fees	49.91
Professional Development	7.50
Professional Fees	1,060.00
Refreshments/Guest/Host Events	592.69
Rent Expense	5,300.00
Repairs and Maintenance	2,413.95
Supplies	456.65
Telephone/Internet Expense	1,414.84
TRAINING	
Recovery Coach Academy	1,000.00
2-Gen Training	791.76
TRAINING - Other	1,614.56
Total TRAINING	3,406.32
Training Consultant	2,675.76
Training/Call Center/Phone/Ans	6,695.45
Utilities	
Oil	1,984.89
Utilities - Other	5,017.33
Total Utilities	7,002.22
Total Expense	258,869.28
Net Ordinary Income	67,457.23
Other Income/Expense	
Other Expense	
Ask My Accountant	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	67,457.23

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05/11/21

Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss
January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
Grant Revenue	
Harbor Homes Grant Income	15,307.64
CONTRACT 1 - PRSS	229,923.71
CONT 2 - STR - PARENT LEADE...	56,690.23
CONTRACT #3 - Workforce	22,330.73
Contract #4 - STR Carryover	35,264.69
Winnesquam	39,113.93
GRANT 1 COLLABORATION	16,500.00
GRANT 2 - PARENT LEADERSHIP	41,360.00
Total Grant Revenue	456,490.93
Consult Income	150.00
Hearts of Success	80.00
Donations	25,330.19
Foundations Grant	
Children's Auction	15,000.00
The Linden Foundation Grant	15,000.00
Total Foundations Grant	30,000.00
Miscellaneous Income	250.00
Training Income	
Training Income.	1,421.42
CPR Training	80.00
Parent Cafe Training	1,000.00
Forever Hope Training	2,666.48
Spirituality Training	280.00
Ethics	3,094.44
Recovery Coach Income	13,660.00
2-Gen	4,855.59
Total Training Income	27,057.93
Total Income	539,359.05
Gross Profit	539,359.05
Expense	
Advertising and Promotion	10.00
Automobile Expense	
Registration	220.40
fuel.	474.57
Total Automobile Expense	694.97
Child Care	1,650.00
CHRISTMAS EVENT.	308.00
Color Copier	2,098.91
Community Assistance	250.00
Computer and Internet Expenses	2,175.24
Contract Labor	
Accounting	5,571.74
Bookkeeping	4,916.85
Non-Profit Management	2,700.00
Program Coordinator	1,075.00
Contract Labor - Other	10,000.00
Total Contract Labor	24,263.59

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05/11/21

Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss
January through December 2019

	Jan - Dec 19
CRSW STAFF TRAINING	490.00
Depreciation Expense	3,504.59
Discretionary - basic family ne	250.00
Due & Subscriptions	680.00
Equipment/Office Furniture	2,086.76
Food	3,260.73
Gas/Transportation	42.85
Gas Cards	3,040.00
Insurance Expense	
Automobile Insurance	3,076.00
Workers Comp	5,014.69
Insurance Expense - Other	2,765.84
Total Insurance Expense	10,856.53
License/Filing Fees	382.00
Manuals	3,390.00
Marketing/Outreach	1,442.86
Meals and Entertainment	1,192.79
Mileage & Travel	16,024.91
Miscellaneous Expense	228.90
MOU/Rent	269.43
Office Supplies	2,006.04
Operational Expense	4,300.00
Outside Maintenance	2,192.85
Payroll	
Wages	
Executive Director Salary	48,960.00
Volunteer Coordinator/Mgr Sa...	44,880.00
Wages - Workforce	8,000.00
Wages - Family Support	58,512.00
Wages - Peer Recovery	52,173.75
Wages - Other	7,034.00
Total Wages	219,559.75
Payroll Taxes	
ER Fractional Adjustment	10.87
ER Medicare.	3,126.43
ER Social Security.	13,393.35
SUTA Taxes	759.35
Payroll Taxes - Other	538.00
Total Payroll Taxes	17,828.00
Total Payroll	237,387.75
Peer Resources	4,174.45
Permit	62.00
Postage and Delivery	8.70
Printing and Copying	105.00
Processing Fees	232.30
Professional Fees	142.50
Rent Expense	30,000.00
Repairs and Maintenance	3,293.11
Staff Development	130.00
Stipends	
Parent Stipend	409.88
Cell Phone Stipends	689.98
Total Stipends	1,099.86
Supplies	11,461.14
Telephone/Internet Expense	6,055.12

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Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss
January through December 2019

	Jan - Dec 19
TRAINING	
TRAINING.	1,911.16
Parent Cafe	12,744.32
Recovery Cafe' Training	19,744.14
2-Gen Training	1,680.94
TRAINING - Other	99.00
Total TRAINING	36,179.56
Training Consultant	17,800.00
Training/Call Center/Phone/Ans	393.69
Uniforms	971.20
Utilities	
Oil	5,474.70
Utilities - Other	4,163.00
Total Utilities	9,637.70
Total Expense	446,226.03
Net Ordinary Income	93,133.02
Net Income	93,133.02

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06/02/21

Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss Prev Year Comparison
 January through December 2020

	Jan - Dec 20	Jan - Dec 19
Ordinary Income/Expense		
Income		
NHCENP	411.23	0.00
Ganite Corp Pay	13,100.00	0.00
Fitup Costs for Rental	929.00	0.00
Rental Income	1,080.00	0.00
Doorway Reimbursement	640.00	0.00
Data Stipend	2,029.90	0.00
Recovery Coach Sessions	8,031.12	0.00
Grant Revenue		
ACERT Grant Revenue	16,433.67	0.00
PDG/UNH Grant	29,521.69	0.00
Child Care Aware of NH Grant	11,650.00	0.00
PDG - Children's Trust	42,495.10	0.00
Linden Foundation	42,000.00	0.00
DHHS Equipment Grant	1,528.57	0.00
Franklin Expansion Grant	156,017.29	0.00
Kinship-2 Contract	29,379.87	0.00
Harbor Homes Grant Income	0.00	15,307.64
CONTRACT 1 - PRSS	259,373.67	229,923.71
CONT 2 - STR - PARENT LEADERS	90,802.40	56,690.23
CONTRACT #3 - Workforce	70,764.68	22,330.73
Contract #4 - STR Carryover	5,874.89	35,264.69
Winnesquam	23,135.60	39,113.93
GRANT 1 COLLABORATION	0.00	16,500.00
GRANT 2 - PARENT LEADERSHIP	0.00	41,360.00
Kinship Contract	36,242.77	0.00
Covid Staff Coverage at Dube Ct	102,931.92	0.00
Telehealth Grant.	22,511.90	0.00
Total Grant Revenue	940,664.02	456,490.93
Consult Income	0.00	150.00
Hearts of Success	0.00	80.00
Donations	14,439.35	25,330.19
Foundations Grant		
Fidelity Charitable Grant	5,000.00	0.00
Children's Auction	15,000.00	15,000.00
The Linden Foundation Grant	15,000.00	15,000.00
Total Foundations Grant	35,000.00	30,000.00
Medicaid	14,037.61	0.00
Miscellaneous Income	800.00	250.00
NHCF	27,500.00	0.00
Peer Support Income	269.46	0.00
Training Income		
Harm Reduction	522.24	0.00
FRC Training Scholarships	150.00	0.00
SOQ Training	382.00	0.00
Training Income.	11,922.43	1,421.42
CPR Training	0.00	80.00
Parent Cafe Training	233.88	1,000.00
Forever Hope Training	0.00	2,666.48
Spirituality Training	0.00	280.00
Ethics	0.00	3,094.44
Recovery Coach Income	845.14	13,660.00
2-Gen	150.00	4,855.59
Total Training Income	14,205.69	27,057.93
Total Income	1,073,137.38	539,359.05
Gross Profit	1,073,137.38	539,359.05

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06/02/21

Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss Prev Year Comparison
January through December 2020

	Jan - Dec 20	Jan - Dec 19
Expense		
Garbage Removal	22.50	0.00
Recovery Support	629.96	0.00
Inspection Fee	250.00	0.00
Property Taxes	6,000.94	0.00
Mortgage Interest	355.61	0.00
Franklin Expansion	2,340.70	0.00
Advertising and Promotion	30.99	10.00
Automobile Expense		
Registration	224.20	220.40
fuel.	1,034.75	474.57
Total Automobile Expense	1,258.95	694.97
Bank Service Charges	64.60	0.00
Child Care	2,235.00	1,650.00
CHRISTMAS EVENT.	0.00	308.00
Color Copier		
Color Copier - Capital Purchase	13,440.70	0.00
Color Copier - Other	5,305.54	2,098.91
Total Color Copier	18,746.24	2,098.91
Communication/Technology	18,143.00	0.00
Community Assistance	0.00	250.00
Computer and Internet Expenses		
Laptop and Desktop Computers	6,221.13	0.00
Computer and Internet Expenses - O...	13,948.98	2,175.24
Total Computer and Internet Expenses	20,170.11	2,175.24
Contract Labor		
Fiscal Manager	30,000.00	0.00
Accounting	4,767.86	5,571.74
Bookkeeping	8,128.40	4,916.85
Non-Profit Management	14,500.00	2,700.00
Program Coordinator	0.00	1,075.00
Contract Labor - Other	4,800.00	10,000.00
Total Contract Labor	62,196.26	24,263.59
CRSW STAFF TRAINING	0.00	490.00
Depreciation Expense	0.00	3,504.59
Discretionary - basic family ne	0.00	250.00
Due & Subscriptions	840.98	680.00
Equipment/Office Furniture	23,965.99	2,086.76
Food	1,133.04	3,260.73
Gas/Transportation	0.00	42.85
Gas Cards	1,383.15	3,040.00
Insurance Expense		
Construction Insurance	189.00	0.00
Automobile Insurance	2,369.00	3,076.00
Liability Insurance	2,979.00	0.00
Workers Comp	7,807.59	5,014.69
Insurance Expense - Other	4,938.00	2,765.84
Total Insurance Expense	18,282.59	10,856.53

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Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss Prev Year Comparison
 January through December 2020

	Jan - Dec 20	Jan - Dec 19
Interest Expense	2,868.15	0.00
License/Filing Fees	337.00	382.00
Manuals	0.00	3,390.00
Marketing/Outreach	9,495.21	1,442.86
Meals and Entertainment	32.94	1,192.79
Membership	1,339.96	0.00
Mileage & Travel	11,852.86	16,024.91
Miscellaneous Expense	3,984.33	228.90
MOU/Rent	0.00	269.43
Office Supplies	1,809.71	2,006.04
Operational Expense	0.00	4,300.00
Outside Maintenance	1,545.39	2,192.85
Parent Education Trainers	1,680.00	0.00
Payroll		
Medical Insurance	19,032.83	0.00
Wages		
Data Entry	12,529.90	0.00
Early Childhood Educator	12,000.00	0.00
Specialist	13,523.50	0.00
Recovery Coach Wages	14,835.00	0.00
Executive Director Salary	53,686.15	48,960.00
Assistant Director	48,760.00	0.00
Covid 19 - Dube Center Wages	97,299.17	0.00
Employment Specialist	42,400.00	0.00
FSS	20,998.50	0.00
Kinship Wages	9,082.50	0.00
Office Manager	23,143.66	0.00
Parent Educator	16,778.15	0.00
Transportation Manager	46,640.00	0.00
TRSS Manager	42,400.00	0.00
Volunteer Coordinator/Mgr Salar	0.00	44,880.00
Wages - Workforce	0.00	8,000.00
Wages - Family Support	0.00	58,512.00
Wages - Peer Recovery	0.00	52,173.75
Wages - Other	-7,034.00	7,034.00
Total Wages	447,042.53	219,559.75
Payroll Taxes		
ER Fractional Adjustment	-0.53	10.87
ER Medicare.	6,570.92	3,126.43
ER Social Security.	28,116.88	13,393.35
SUTA Taxes	3,565.59	759.35
Payroll Taxes - Other	-538.00	538.00
Total Payroll Taxes	37,714.86	17,828.00
Total Payroll	503,790.22	237,387.75
Peer Resources	12,804.14	4,174.45
Permit	150.00	62.00
Postage and Delivery	365.86	8.70
Printing and Copying	0.00	105.00
Processing Fees	42.24	232.30
Professional Fees		
Legal Services	1,509.00	0.00
Professional Fees - Other	1,279.75	142.50
Total Professional Fees	2,788.75	142.50
Rent Expense	32,500.00	30,000.00
Repairs and Maintenance		
Capital Improvements	22,197.40	0.00
Repairs and Maintenance - Other	4,217.32	3,293.11
Total Repairs and Maintenance	26,414.72	3,293.11
Staff Development	814.45	130.00

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Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss Prev Year Comparison
 January through December 2020

	Jan - Dec 20	Jan - Dec 19
Stipends		
Other Stipends	500.00	0.00
Parent Stipend	0.00	409.88
Cell Phone Stipends	3,270.04	689.98
Total Stipends	3,770.04	1,099.86
Supplies	11,389.81	11,461.14
Telephone/Internet Expense	8,523.63	6,055.12
TRAINING		
TRAINING.	2,150.00	1,911.16
Parent Cafe	0.00	12,744.32
Recovery Cafe Training	0.00	19,744.14
2-Gen Training	-1,000.00	1,680.94
TRAINING - Other	10,315.50	99.00
Total TRAINING	11,465.50	36,179.56
Training Consultant	400.00	17,800.00
Training/Call Center/Phone/Ans	0.00	393.69
Uniforms	0.00	971.20
Utilities		
Electricity	694.41	0.00
Oil	4,898.23	5,474.70
Water/Sewer	446.53	0.00
Utilities - Other	2,552.19	4,163.00
Total Utilities	8,591.36	9,637.70
Website Management	56.03	0.00
Total Expense	836,862.91	446,226.03
Net Ordinary Income	236,274.47	93,133.02
Net Income	236,274.47	93,133.02

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Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss Prev Year Comparison
 January through December 2020

	\$ Change	% Change
Ordinary Income/Expense		
Income		
NHCENP	411.23	100.0%
Ganite Corp Pay	13,100.00	100.0%
Fitup Costs for Rental	929.00	100.0%
Rental Income	1,080.00	100.0%
Doorway Reimbursement	640.00	100.0%
Data Stipend	2,029.90	100.0%
Recovery Coach Sessions	8,031.12	100.0%
Grant Revenue		
ACERT Grant Revenue	16,433.67	100.0%
PDG/UNH Grant	29,521.69	100.0%
Child Care Aware of NH Grant	11,650.00	100.0%
PDG - Children's Trust	42,495.10	100.0%
Linden Foundation	42,000.00	100.0%
DHHS Equipment Grant	1,528.57	100.0%
Franklin Expansion Grant	156,017.29	100.0%
Kinship-2 Contract	29,379.87	100.0%
Harbor Homes Grant Income	-15,307.64	-100.0%
CONTRACT 1 - PRSS	29,449.96	12.8%
CONT 2 - STR - PARENT LEADERS	34,112.17	60.2%
CONTRACT #3 - Workforce	48,433.95	216.9%
Contract #4 - STR Carryover	-29,389.80	-83.3%
Winnesquam	-15,978.33	-40.9%
GRANT 1 COLLABORATION	-16,500.00	-100.0%
GRANT 2 - PARENT LEADERSHIP	-41,360.00	-100.0%
Kinship Contract	36,242.77	100.0%
Covid Staff Coverage at Dube Ct	102,931.92	100.0%
Telehealth Grant.	22,511.90	100.0%
Total Grant Revenue	484,173.09	106.1%
Consult Income	-150.00	-100.0%
Hearts of Success	-80.00	-100.0%
Donations	-10,890.84	-43.0%
Foundations Grant		
Fidelity Charitable Grant	5,000.00	100.0%
Children's Auction	0.00	0.0%
The Linden Foundation Grant	0.00	0.0%
Total Foundations Grant	5,000.00	16.7%
Medicaid	14,037.61	100.0%
Miscellaneous Income	550.00	220.0%
NHCF	27,500.00	100.0%
Peer Support Income	269.46	100.0%
Training Income		
Harm Reduction	522.24	100.0%
FRC Training Scholarships	150.00	100.0%
SOQ Training	382.00	100.0%
Training Income.	10,501.01	738.8%
CPR Training	-80.00	-100.0%
Parent Cafe Training	-766.12	-76.6%
Forever Hope Training	-2,666.48	-100.0%
Spirituality Training	-280.00	-100.0%
Ethics	-3,094.44	-100.0%
Recovery Coach Income	-12,814.86	-93.8%
2-Gen	-4,705.59	-96.9%
Total Training Income	-12,852.24	-47.5%
Total Income	533,778.33	99.0%
Gross Profit	533,778.33	99.0%

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Greater Tilton Area Family Resource Center
Profit & Loss Prev Year Comparison
 January through December 2020

06/02/21

Accrual Basis

	\$ Change	% Change
Expense		
Garbage Removal	22.50	100.0%
Recovery Support	629.96	100.0%
Inspection Fee	250.00	100.0%
Property Taxes	6,000.94	100.0%
Mortgage Interest	355.61	100.0%
Franklin Expansion	2,340.70	100.0%
Advertising and Promotion	20.99	209.9%
Automobile Expense		
Registration	3.80	1.7%
fuel.	560.18	118.0%
Total Automobile Expense	563.98	81.2%
Bank Service Charges	64.60	100.0%
Child Care	585.00	35.5%
CHRISTMAS EVENT.	-308.00	-100.0%
Color Copier		
Color Copier - Capital Purchase	13,440.70	100.0%
Color Copier - Other	3,206.63	152.8%
Total Color Copier	16,647.33	793.1%
Communication/Technology	18,143.00	100.0%
Community Assistance	-250.00	-100.0%
Computer and Internet Expenses		
Laptop and Desktop Computers	6,221.13	100.0%
Computer and Internet Expenses - O...	11,773.74	541.3%
Total Computer and Internet Expenses	17,994.87	827.3%
Contract Labor		
Fiscal Manager	30,000.00	100.0%
Accounting	-803.88	-14.4%
Bookkeeping	3,211.55	65.3%
Non-Profit Management	11,800.00	437.0%
Program Coordinator	-1,075.00	-100.0%
Contract Labor - Other	-5,200.00	-52.0%
Total Contract Labor	37,932.67	156.3%
CRSW STAFF TRAINING	-490.00	-100.0%
Depreciation Expense	-3,504.59	-100.0%
Discretionary - basic family ne	-250.00	-100.0%
Due & Subscriptions	160.98	23.7%
Equipment/Office Furniture	21,879.23	1,048.5%
Food	-2,127.69	-65.3%
Gas/Transportation	-42.85	-100.0%
Gas Cards	-1,656.85	-54.5%
Insurance Expense		
Construction Insurance	189.00	100.0%
Automobile Insurance	-707.00	-23.0%
Liability Insurance	2,979.00	100.0%
Workers Comp	2,792.90	55.7%
Insurance Expense - Other	2,172.16	78.5%
Total Insurance Expense	7,426.06	68.4%

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Greater Tilton Area Family Resource Center
Profit & Loss Prev Year Comparison
 January through December 2020

06/02/21

Accrual Basis

	\$ Change	% Change
Interest Expense	2,868.15	100.0%
License/Filing Fees	-45.00	-11.8%
Manuals	-3,390.00	-100.0%
Marketing/Outreach	8,052.35	558.1%
Meals and Entertainment	-1,159.85	-97.2%
Membership	1,339.96	100.0%
Mileage & Travel	-4,172.05	-26.0%
Miscellaneous Expense	3,755.43	1,640.6%
MOU/Rent	-269.43	-100.0%
Office Supplies	-196.33	-9.8%
Operational Expense	-4,300.00	-100.0%
Outside Maintenance	-647.46	-29.5%
Parent Education Trainers	1,680.00	100.0%
Payroll		
Medical Insurance	19,032.83	100.0%
Wages		
Data Entry	12,529.90	100.0%
Early Childhood Educator	12,000.00	100.0%
Specialist	13,523.50	100.0%
Recovery Coach Wages	14,835.00	100.0%
Executive Director Salary	4,726.15	9.7%
Assistant Director	48,760.00	100.0%
Covid 19 - Dube Center Wages	97,299.17	100.0%
Employment Specialist	42,400.00	100.0%
FSS	20,998.50	100.0%
Kinship Wages	9,082.50	100.0%
Office Manager	23,143.66	100.0%
Parent Educator	16,778.15	100.0%
Transportation Manager	46,640.00	100.0%
TRSS Manager	42,400.00	100.0%
Volunteer Coordinator/Mgr Salar	-44,880.00	-100.0%
Wages - Workforce	-8,000.00	-100.0%
Wages - Family Support	-58,512.00	-100.0%
Wages - Peer Recovery	-52,173.75	-100.0%
Wages - Other	-14,068.00	-200.0%
Total Wages	227,482.78	103.6%
Payroll Taxes		
ER Fractional Adjustment	-11.40	-104.9%
ER Medicare.	3,444.49	110.2%
ER Social Security.	14,723.53	109.9%
SUTA Taxes	2,806.24	369.6%
Payroll Taxes - Other	-1,076.00	-200.0%
Total Payroll Taxes	19,886.86	111.6%
Total Payroll	266,402.47	112.2%
Peer Resources	8,629.69	206.7%
Permit	88.00	141.9%
Postage and Delivery	357.16	4,105.3%
Printing and Copying	-105.00	-100.0%
Processing Fees	-190.06	-81.8%
Professional Fees		
Legal Services	1,509.00	100.0%
Professional Fees - Other	1,137.25	798.1%
Total Professional Fees	2,646.25	1,857.0%
Rent Expense	2,500.00	8.3%
Repairs and Maintenance		
Capital Improvements	22,197.40	100.0%
Repairs and Maintenance - Other	924.21	28.1%
Total Repairs and Maintenance	23,121.61	702.1%
Staff Development	684.45	526.5%

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Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss Prev Year Comparison
 January through December 2020

	\$ Change	% Change
Stipends		
Other Stipends	500.00	100.0%
Parent Stipend	-409.88	-100.0%
Cell Phone Stipends	2,580.06	373.9%
Total Stipends	2,670.18	242.8%
Supplies	-71.33	-0.6%
Telephone/Internet Expense	2,468.51	40.8%
TRAINING		
TRAINING.	238.84	12.5%
Parent Cafe	-12,744.32	-100.0%
Recovery Cafe' Training	-19,744.14	-100.0%
2-Gen Training	-2,680.94	-159.5%
TRAINING - Other	10,216.50	10,319.7%
Total TRAINING	-24,714.06	-68.3%
Training Consultant	-17,400.00	-97.8%
Training/Call Center/Phone/Ans	-393.69	-100.0%
Uniforms	-971.20	-100.0%
Utilities		
Electricity	694.41	100.0%
Oil	-576.47	-10.5%
Water/Sewer	446.53	100.0%
Utilities - Other	-1,610.81	-38.7%
Total Utilities	-1,046.34	-10.9%
Website Management	56.03	100.0%
Total Expense	390,636.88	87.5%
Net Ordinary Income	143,141.45	153.7%
Net Income	143,141.45	153.7%

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06/02/21

Accrual Basis

Greater Tilton Area Family Resource Center
Profit & Loss Prev Year Comparison
January through December 2020

Filters applied on this Report:

Account: All income/expense accounts

Date: Last Fiscal Year

GTAFRC Board of Directors 2021

	Address	Affiliation	Office	Year elected	Term#
1 Donna Toomey	[REDACTED] Tilton, NH 03276 [REDACTED] [REDACTED]	Navigator Outreach Coordinator	President	2015	2016-2017 2018-2019 2020-2021
2. Brad Davis	[REDACTED] Franklin, NH 03235 [REDACTED] [REDACTED]	Attorney	Vice President	2018	2018-2019 2020-2021 2022-2023
3..Kandyce Tucker	[REDACTED] Franklin, NH 03235 [REDACTED] [REDACTED]	Franklin Mayor's Drug Task Force	Secretary	2021	2021-2022 2023-2024 2025-2026
4. Cynthia Cook	[REDACTED] Plymouth, NH 03264 [REDACTED] [REDACTED]	Health First Triage Nurse	Treasurer	2015	2016-2017 2018-2019 2020-2021
5. Lisa Tremblay	[REDACTED] Franklin, NH 03276 [REDACTED] [REDACTED]	RN	Vice-President	2018	2018-2019 2020-2021 2022-2023
6. Pat Tucker	[REDACTED] Northfield, NH 03276 [REDACTED] [REDACTED] [REDACTED]	LADC		2016	2017-2018 2019-2020 2020-2021
7. Scott A. Burns	[REDACTED] Franklin, NH 03235 [REDACTED] [REDACTED] [REDACTED]	Franklin School Board		2015	2016-2017 2018-2019 2020-2021
8.Nancy Nemcovich	[REDACTED] Franklin, NH 03235 [REDACTED] [REDACTED] [REDACTED]	LADC		2018	2018-2019 2020-2021 2022-2023
9. Kristen	[REDACTED]	Health		2021	2021-

GTAFC Board of Directors 2021

Forge	Franklin, NH 03235 [REDACTED] [REDACTED]	Screener/Teen Court Program			2022 2023- 2024 2025- 2026
10. Nicole Robbins	[REDACTED] Northfield, NH 03276 [REDACTED] [REDACTED]	Housing Specialist		2018	2018- 2019 2020- 2021 2022- 2023
11.					

GRANT OHLUND



Experienced Admissions Coordinator with knowledge of HMO's, Medicaid and Medicare. Over 4 years of hands on experience with intake procedures, appointment planning, and patient relations. Adept at providing facility tours, coordinating, and executing the admissions process, and coordinating marketing programs. Strong proficiency in customer service and public relations.

EXPERIENCE

JUNE, 2021 – CURRENT

OUTREACH SUPPORT MANAGER, GREATER TILTON AREA FAMILY RESOURCE CENTER

- Effectively identify and engage individuals on the streets, in shelters, drop-in centers, soup kitchens, transitional programs, trails and other locations where homeless/at-risk individuals congregate.
- Follow safety guidelines as trained for crisis management, as well as ensure protocols for Harm Reduction Services.
- Achieve monthly target deliverables for outreach services, and track ongoing service delivery through proper paperwork completion and programmatic documentation.

MARCH, 2016 – MAY, 2021

ADMISSIONS COORDINATOR, TEEN CHALLENGE NEW HAMPSHIRE

- Verified important patient information such as eligibility, background checks, and medical clearance for entry into the patient management system.
- Communicated goals, plans, and progress to family members.
- Copied, logged, and scanned supporting documentation and placed all information in client files.
- Observed student behavior and developed behavioral interventions.
- Completed preliminary paperwork for incoming and outgoing patients.
- Performed monthly inventory and maintained office and medical supply counts.

APRIL, 1998 – FEBRUARY, 2020

RESTAURANT MANAGER, PAPPY'S PIZZA

- Cooked and inspected meals before being served.
- Supervised closing, cleaning, cashing out, and locking up.
- Bank drop off.

EDUCATION

MAY 1993

HIGHSCHOOL DIPLOMA, CENTRAL HIGH SCHOOL – MANCHESTER, NH

SKILLS

- Data collection and management
- HIPPA Laws
- Medical terminology
- BAC/Drug screenings
- Addiction Specialist

TRAININGS

- C-CAR Recovery Coach Academy
- CCCAR Ethical Considerations for Recovery Coaches
- Suicide Prevention for Peer Recovery Coaches
- HIV/AIDS and Hepatitis Prevention for Peer Recovery Coaches
- Mental Health First Aid

Kevin Wheeler

Objective

- To work to outreach to and support individuals in my community who are experiencing homelessness.

Education

GED | 2005 | SECOND START – CONCORD

Experience

CERTIFIED RECOVERY SUPPORT WORKER | GREATER TILTON AREA FAMILY RESOURCE CENTER | JULY 2020 - CURRENT

- Work with individuals and their families to remove personal and environmental obstacles to recovery, support the establishment of connections to the recovery community, and support individual's recovery goals.

SHELTER SUPPORT STAFF | THE DUBE SHELTER | APRIL 2020 – CURRENT

- Ensure individuals who must isolate or quarantine and who are homeless in the state of New Hampshire, follow and comply with COVID-19 protocols.

CRSW IN TRAINING | AMERICORPS | JANUARY 2020 – JUNE 2020

- Engaged in paid training to earn CRSW certification, by offering peer mentoring and helping participants to connect with community resources.

Trainings

HARM REDUCTION PATHWAYS

SMART RECOVERY – FACILITATOR/FAMILY & FRIENDS TRAINING

ETHICS

PROTECTIVE FACTORS FRAMEWORK

Community Engagement

HARM REDUCTION – COMMUNITY OF PRACTICE

TRAUMA INFORMED CARE – COMMUNITY OF PRACTICE

COMMUNITY ACTION PROGRAM FOR BELKNAP & MERRIMACK COUNTY - WALKING TRAILS TO IDENTIFY, ENGAGE, AND SUPPORT INDIVIDUALS EXPERIENCING HOMELESSNESS.

Hilary Stark

Objective

- To work to outreach to and support individuals in my community who are experiencing homelessness.

Experience

CERTIFIED RECOVERY SUPPORT WORKER / KINSHIP NAVIGATOR | GREATER TILTON AREA FAMILY RESOURCE CENTER | APRIL 2020 - CURRENT

- Work with individuals and their families to remove personal and environmental obstacles to recovery, support the establishment of connections to the recovery community, and support individual's recovery goals.

SHELTER SUPPORT STAFF | THE DUBE SHELTER | APRIL 2020 - CURRENT

- Ensure individuals who must isolate or quarantine and who are homeless in the state of New Hampshire, follow and comply with COVID-19 protocols.

CRSW IN TRAINING | AMERICORPS | JANUARY 2020 - JUNE 2020

- Engaged in paid training to earn CRSW certification, by offering peer mentoring and helping participants to connect with community resources.

Education

BUILDING FUTURES TOGETHER PROGRAM - UNIVERSITY OF NEW HAMPSHIRE

- 18-21 month program for paraprofessionals to provide specialized care coordination to children, youth, and their caregivers impacted by opioid use disorders, and other substance use disorders.
- January 2021 to Current

LAKES REGION COMMUNITY COLLEGE - 2011

- Major: Social Work

HIGHSCHOOL DIPLOMA - 2010

Trainings

STANDARDS OF QUALITY FOR FAMILY STRENGTHENING & SUPPORT

MEN & TRAUMA: BREAKING THE SILENCE

REORIENTING ANGER TO PROMOTE HEALING

SMART RECOVERY - FACILITATOR/FAMILY & FRIENDS TRAINING

Trainings – Continued

51ST NE SCHOOL OF ADDICTION AND PREVENTION STUDIES – 25 ECUS:

SUPPORTING YOUNG PEOPLE IMPACTED BY THE OPIATE CRISIS

MENTAL WELLNESS FOR RECOVERY COACHES

DESCALATION AND ENGAGEMENT STRATEGIES: A TRAUMA INFORMED APPROACH

PREVENTION & ETHICS

HARM REDUCTION.

Community Engagement

HARM REDUCTION – COMMUNITY OF PRACTICE

TRAUMA INFORMED CARE – COMMUNITY OF PRACTICE

HOMELESS COALITION MEETINGS

VOLUNTEER AT ISAIAH CAFÉ - LACONIA NH

- Made community dinners for those accessing the café; these individuals are experiencing homelessness and are able to access bathroom facilities, clothing, and food at this location.

Wendy Hanley

Objective

- To work to outreach to and support individuals in my community who are experiencing homelessness.

Experience

WORKFORCE EMPLOYMENT SPECIALIST / RECOVERY COACH | GREATER TILTON AREA FAMILY RESOURCE CENTER | OCTOBER 2019 - CURRENT

- Specializing in supporting participants in recovery towards seeking and sustaining employment.
- Provide ongoing support for employees in need of recovery resources.
- Acts as a resource to support management staff and employees.

SHELTER SUPPORT STAFF | THE DUBE SHELTER | APRIL 2020 – CURRENT

- Ensure individuals who must isolate or quarantine and who are homeless in the state of New Hampshire, follow and comply with COVID-19 protocols.

MEDICAL RECORDS COORDINATOR | HEALTHFIRST FAMILY CARE CENTER | NOVEMBER 2013 – SEPTEMBER 2019

- Process medical records requests, ensuring mandated HIPPA protocols were in place.
- Initiating conversations with providers and follow up with high needs patients regarding their medical record requests.

Education

CCAR RECOVERY COACH ACADEMY | 2019

- Related coursework: Certified Recovery Support Worker

HIGHSCHOOL DIPLOMA | 1983 | LACONIA HIGH SCHOOL

Trainings

WORKING WITH FAMILIES FACING ADDICTION

MEN & TRAUMA: BREAKING THE SILENCE

TRAUMA: AN ESSENTIAL COMPONENT OF WOMEN'S SERVICES

ADVERSE EFFECTS: ANXIETY, ADDICTION, AND PANDEMIC LIFE

PROMOTING HEALTHY TEEN RELATIONSHIPS WITH GENERATION Z

ADDICTION INTERVENTION: THE "LOVE FIRST" WAY

WOMEN, SUBSTANCE USE AND TRAUMA: CREATING COMPREHENSIVE SERVICES

VETERANS AND SUBSTANCE USE: RESOURCE AT THE READY

STANDARDS OF QUALITY FOR FAMILY STRENGTHENING & SUPPORT

Community Engagement

HARM REDUCTION – COMMUNITY OF PRACTICE

TRAUMA INFORMED CARE – COMMUNITY OF PRACTICE

HOMELESS COALITION MEETINGS

VOLUNTEER AT ISAIAH CAFÉ - LACONIA NH

- Made community dinners for those accessing the café; these individuals are experiencing homelessness and are able to access bathroom facilities, clothing, and food at this location.

Key Personnel List

Staff Members:	Email:	Phone:
Grant Ohlund	gohlund@gta-frc.org	603-832-6500
Kevin Wheeler	kwheeler@gta-frc.org	603-724-5817
Hilary Stark	hstark@gta-frc.org	603-581-8513
Wendy Hanley	whanley@gta-frc.org	603-520-1629

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

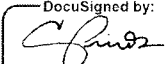
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Friends of Recovery, New Hampshire		1.4 Contractor Address 293 Wilson Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 361-6266	1.6 Account Number 05-95-92-920510- 33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$43,750
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 6/11/2021		1.12 Name and Title of Contractor Signatory Keith Howard Executive Director	
1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 6/11/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> <small>DocuSigned by:</small> By:  On: 6/11/2021			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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

Scope of Services

1. Statement of Work

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

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

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

2. Exhibits Incorporated

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

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

3. Reporting Requirements

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

4. Performance Measures

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

5. Additional Terms

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

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

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

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

6. Records

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

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

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

- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, and any of its designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

Payment Terms

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

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

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

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

7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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

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

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Friends of Recovery, New Hampshire

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

Pear Recovery Outreach to Homeless Shelters and Encampments

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 22,464.00	\$ 2,246.40	\$ 24,710.40	\$ -	\$ -	\$ -	\$ 22,464.00	\$ 2,246.40	\$ 24,710.40
2. Employee Benefits	\$ 4,492.80	\$ 449.28	\$ 4,942.08	\$ -	\$ -	\$ -	\$ 4,492.80	\$ 449.28	\$ 4,942.08
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical (Wound care kits)	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Office	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
6. Travel	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
7. Occupancy	\$ 1,800.00	\$ 180.00	\$ 1,980.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 180.00	\$ 1,980.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ 250.00	\$ 25.00	\$ 275.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 25.00	\$ 275.00
10. Marketing/Communications	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
11. Staff Education and Training	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (See details below):	\$ 3,215.93	\$ 321.59	\$ 3,537.52	\$ -	\$ -	\$ -	\$ 3,215.93	\$ 321.59	\$ 3,537.52
Supplies for participants including Bus Tickets,	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies (small denomination gift cards for eng	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sleeping Bags, Snacks, Water, Tents, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 39,772.73	\$ 3,977.27	\$ 43,750.00	\$ -	\$ -	\$ -	\$ 39,772.73	\$ 3,977.27	\$ 43,750.00

Indirect As A Percent of Direct

10.0%



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

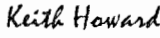
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant:
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Vendor Name:

6/11/2021
Date

DocuSigned by:

 Name: Keith Howard
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

6/11/2021

Date

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

DS
 KH

Vendor Initials
 Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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KH



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

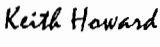
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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


LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/11/2021
Date

DocuSigned by:

 Name: Keith Howard
 Title: Executive Director

DS

 Contractor Initials
 Date 6/11/2021



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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KH

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



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Contractor Name:

6/11/2021

Date

DocuSigned by:

Keith Howard

Name: Keith Howard

Title: Executive Director

Exhibit G

Contractor Initials ^{DS}
KH

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/11/2021
Date

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



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

3/2014

Contractor Initials

Date 6/11/2021

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Exhibit I

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

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

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

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

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

Department of Health and Human Services

The State
DocuSigned by:
Katja Fox
EB9D06B94063042

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

6/11/2021

Date

Keith Howard

Name of the Contractor
DocuSigned by:
Keith Howard
EPD23F23ED617

Signature of Authorized Representative

Keith Howard

Name of Authorized Representative
Executive Director

Title of Authorized Representative

6/11/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

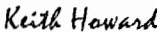
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name:

6/11/2021

Date

DocuSigned by:

 Name: Keith Howard
 Title: Executive Director



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Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: 133330329
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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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Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



-
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

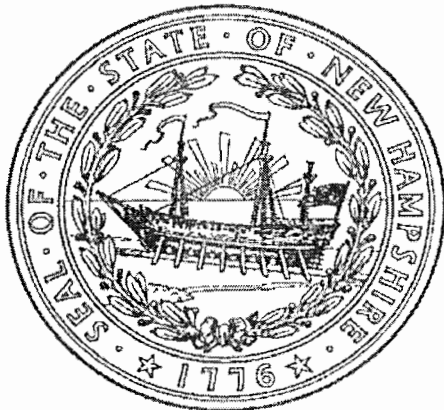
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FRIENDS OF RECOVERY, NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 08, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 354680

Certificate Number: 0005371561



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of May A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, DAVID P. SLAWSKY, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary of Friends of Recovery NH dba HOPE for NH Recovery
(Corporation/LLC Name)

of May 20, 2. The following is a true copy of a vote taken at a meeting of the Board
(Date) Directors/shareholders, duly called and held on 20, at which a quorum of the
Directors/shareholders were present and voting.

VOTED: That Keith Howard / David Slawsky (may list more than one person)
(Name and Title of Contract Signatory) is duly authorized on behalf of
Friends of Recovery NH
(Name of Corporation/LLC) to enter into contracts or agreements with the State

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to 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: 5/21/2

Name:

David P. Slawsky
Signature of Elected Officer
Name: David P. Slawsky
Title: Chairman

Thomas P. A.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	CONTACT NAME: AP Intego Insurance Group, LLC	
	PHONE (A/C, No, Ext): 888-289-2939	FAX (A/C, No):
E-MAIL ADDRESS: certs@apintego.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Market Insurance Company		38970F
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0163984-06	07/08/2020	07/08/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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HOPE for New Hampshire Recovery
293 Wilson Street #101, Manchester NH 03103
Tel (603) 935-7524 Fax (603) 232-3758
<http://recoverynh.org>

HOPE is a recovery center, focused on helping people find, maintain and strengthen their recovery from drugs and alcohol.



**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Financial Statements
For the Year Ended June 30, 2020

(With Independent Accountants' Review Report Thereon)

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Friends of Recovery, New Hampshire
d/b/a Hope for NH Recovery

We have reviewed the accompanying financial statements of Friends of Recovery, New Hampshire d/b/a Hope for NH Recovery, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Nashua, New Hampshire
Manchester, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine



Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Other Matter

Report on Summarized Comparative Information

We previously reviewed Friends of Recovery, New Hampshire d/b/a Hope for NH Recovery's June 30, 2019 financial statements and in our report dated November 7, 2019 stated that based on our procedures, we were not aware of any material modifications that should be made to the June 30, 2019 financial statements in order for them to be in accordance with the accounting principles generally accepted in the United States of America. We are not aware of any material modifications that should be made to the summarized comparative information presented herein as of and for the year ended June 30, 2019 for it to be consistent with the reviewed financial statements from which it has been derived.

A handwritten signature in cursive script that reads "Melanson".

Manchester, New Hampshire
November 5, 2020

**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Statement of Financial Position
June 30, 2020
(with comparative totals as of June 30, 2019)

	2020		2020 <u>Total</u>	2019 <u>Total</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>		
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 583,860	\$ 20,334	\$ 604,194	\$ 429,929
Receivables	1,810	-	1,810	700
Prepaid expenses	3,626	-	3,626	8,862
Total Current Assets	589,296	20,334	609,630	439,491
Noncurrent Assets:				
Property and equipment, net	823,123	-	823,123	869,779
Security deposit	3,957	-	3,957	3,957
Total Noncurrent Assets	827,080	-	827,080	873,736
TOTAL ASSETS	\$ 1,416,376	\$ 20,334	\$ 1,436,710	\$ 1,313,227
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 5,970	\$ -	\$ 5,970	\$ 7,822
Accrued payroll and related liabilities	6,310	-	6,310	4,690
Refundable advances	62,020	-	62,020	-
Current portion of forgivable loans	109,200	-	109,200	109,200
Total Current Liabilities	183,500	-	183,500	121,712
Noncurrent Liabilities:				
Forgivable loans, net of current portion	318,800	-	318,800	428,000
Total Noncurrent Liabilities	318,800	-	318,800	428,000
TOTAL LIABILITIES	502,300	-	502,300	549,712
Net Assets:				
Without donor restrictions	914,076	-	914,076	751,178
With donor restrictions	-	20,334	20,334	12,337
Total Net Assets	914,076	20,334	934,410	763,515
TOTAL LIABILITIES AND NET ASSETS	\$ 1,416,376	\$ 20,334	\$ 1,436,710	\$ 1,313,227

See Independent Accountants' Review Report.

**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Statement of Activities
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020			
	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
SUPPORT, REVENUE AND OTHER				
Support:				
Contributions and grants	\$ 506,999	\$ 28,746	\$ 535,745	\$ 483,697
In-kind donations	300	-	300	4,952
Loan forgiveness	109,200	-	109,200	103,200
Special events:				
Gross special events revenue	23,712	-	23,712	25,218
Less cost of special events	(6,313)	-	(6,313)	(8,022)
Net special events revenue	17,399	-	17,399	17,196
Revenue and Other:				
Program services	10,873	-	10,873	3,683
Other income	4,084	-	4,084	5,427
Interest income	4,147	-	4,147	3,172
Loss on disposal of assets	(35,820)	-	(35,820)	-
Net Assets Released From Restriction	20,749	(20,749)	-	-
Total Support, Revenue and Other	637,931	7,997	645,928	621,327
EXPENSES				
Program Services:				
Berlin Center	64,131	-	64,131	73,246
Manchester Center	247,671	-	247,671	301,037
Franklin Center	-	-	-	42,852
Total Program Services	311,802	-	311,802	417,135
Supporting Services:				
General and administrative	143,361	-	143,361	117,596
Fundraising	19,870	-	19,870	11,986
Total Supporting Services	163,231	-	163,231	129,582
Total Expenses	475,033	-	475,033	546,717
CHANGE IN NET ASSETS	162,898	7,997	170,895	74,610
NET ASSETS, BEGINNING OF YEAR	751,178	12,337	763,515	688,905
NET ASSETS, END OF YEAR	\$ 914,076	\$ 20,334	\$ 934,410	\$ 763,515

See Independent Accountants' Review Report.

FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY

Statement of Functional Expenses
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020							2019 Total
	Program Services			Supporting Services			2020 Total	
	Berlin Center	Manchester Center	Total Program Services	General and Administrative	Fundraising	Total Supporting Services		
Personnel expense:								
Salaries and wages	\$ 34,181	\$ 116,940	\$ 151,121	\$ 91,264	\$ 18,253	\$ 109,517	\$ 260,638	\$ 305,003
Employee benefits	475	1,792	2,267	388	78	466	2,733	16,843
Payroll taxes	3,010	10,807	13,817	7,695	1,539	9,234	23,051	25,020
Contracted and professional services:								
Accounting	-	-	-	7,622	-	7,622	7,622	5,069
Other	5,036	5,185	10,221	5,328	-	5,328	15,549	9,236
Depreciation	-	17,324	17,324	11,720	-	11,720	29,044	29,547
Grants and scholarships	-	700	700	-	-	-	700	706
Insurance	-	2,006	2,006	5,739	-	5,739	7,745	10,050
Miscellaneous	-	-	-	-	6,313	6,313	6,313	12,533
Occupancy	20,358	71,981	92,339	4,344	-	4,344	96,683	104,376
Office expenses	950	10,853	11,803	2,618	-	2,618	14,421	15,448
Supplies	-	5,172	5,172	6,190	-	6,190	11,362	10,928
Travel	121	4,911	5,032	453	-	453	5,485	9,980
Total expenses by function	<u>64,131</u>	<u>247,671</u>	<u>311,802</u>	<u>143,361</u>	<u>26,183</u>	<u>169,544</u>	<u>481,346</u>	<u>554,739</u>
Less expenses included on the Statement of Activities for the cost of special events	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(6,313)</u>	<u>(6,313)</u>	<u>(6,313)</u>	<u>(8,022)</u>
Total expenses reported on the Statement of Activities	<u>\$ 64,131</u>	<u>\$ 247,671</u>	<u>\$ 311,802</u>	<u>\$ 143,361</u>	<u>\$ 19,870</u>	<u>\$ 163,231</u>	<u>\$ 475,033</u>	<u>\$ 546,717</u>

See Independent Accountants' Review Report.

**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Statement of Cash Flows
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	<u>2020</u>	<u>2019</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 170,895	\$ 74,610
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	29,044	29,547
Loss on disposal of assets	35,820	-
Amortization of forgivable loans	(109,200)	(103,200)
Changes in operating assets and liabilities:		
Receivables	(1,110)	(556)
Prepaid expenses	5,236	(1,780)
Accounts payable	(1,852)	5,242
Accrued payroll and related liabilities	1,620	(4,430)
Refundable advances	<u>62,020</u>	<u>-</u>
Net Cash Provided By Operating Activities	192,473	(567)
Cash Flows From Investing Activities:		
Payment of security deposit	-	(249)
Purchase of property and equipment	<u>(18,208)</u>	<u>(2,200)</u>
Net Cash Used By Investing Activities	(18,208)	(2,449)
Cash Flows From Financing Activities:		
Proceeds of forgivable loans	<u>-</u>	<u>60,000</u>
Net Cash Used By Financing Activities	<u>-</u>	<u>60,000</u>
Net Change in Cash and Cash Equivalents	174,265	56,984
Cash and Cash Equivalents, Beginning of Year	<u>429,929</u>	<u>372,945</u>
Cash and Cash Equivalents, Ending of Year	<u>\$ 604,194</u>	<u>\$ 429,929</u>

See Independent Accountants' Review Report.

**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Notes to Financial Statements
For the Year Ended June 30, 2020

1. Description of Organization

Friends of Recovery, New Hampshire d/b/a Hope for NH Recovery (the Organization) is a nonprofit organization incorporated in New Hampshire. The Organization raises awareness and educates the general public about the nature of addiction, the effectiveness of treatment, and the value of hope and recovery. The Organization's activities include community awareness and education initiatives, addiction care management, peer-to-peer services, and workplace wellness programs.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

Change in Accounting Principle

ASU 2014-09 and ASU 2018-08 Revenue Recognition

The Organization has adopted Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU No. 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Organization's financial reporting. ASU 2014-09 and 2018-08 have been implemented in fiscal year 2020, and the presentation in these financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant change in the way the Organization recognizes revenue and, therefore, no changes to the previously issued reviewed financial statements (presented in these financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2018-13 Changes to the Disclosure Requirements for Fair Value Measurement

In fiscal year 2020, the Organization has adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements, and removed disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and

a roll forward of Level 3 investments. The adoption of this ASU did not have a significant impact on the financial statements.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the reviewed financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Receivables

Receivables consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. Management has determined that no allowance is necessary.

Property and Equipment

Property and equipment additions are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2020 or 2019.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor- or grantor-imposed restrictions.

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor- (or certain grantor-) imposed restrictions.

Net Assets With Donor Restrictions

Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position. The Organization received cost-reimbursable grants of \$16,680 that have not been recognized at June 30, 2020 because qualifying expenditures have not yet been incurred, with an advance payment of \$62,020 recognized in the Statement of Financial Position as a refundable advance.

Special events revenue is comprised of an exchange element based upon the direct benefits donors receive and a contribution element for the difference. Special events revenue is recognized equal to the fair value of direct benefits to donors when the special event takes place. The contribution element of special event revenue is recognized immediately, unless there is a right of return if the special event does not take place.

Revenues derived from providing program services are recognized as the services are provided. Program service fees paid in advance are deferred.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow

recognition of contributed services only if (a) the services create or enhance nonfinancial assets and (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

Functional Allocation of Expenses

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Certain costs have been allocated among the programs and supporting services benefited. Therefore, expenses require allocation on a reasonable basis that is consistently applied. Most expenses are directly charged to the functional categories, with the exception of salaries of certain individuals that spend time performing multiple functions. These salaries are allocated to functional categories based on the best estimates of actual time and effort.

Income Taxes

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2020 and 2019, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categories the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities in active markets that are accessible at the measurement date.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the fiscal year ending June 30, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the fiscal year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributed Nonfinancial Assets

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, are comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 604,194	\$ 429,929
Receivables	<u>1,810</u>	<u>700</u>
Financial assets available to meet general expenditures over the next year	<u>\$ 606,004</u>	<u>\$ 430,629</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year,

the Organization operates with a balance budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

4. Property and Equipment

Property and equipment is comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Computer equipment	\$ 21,761	\$ 5,254
Furniture and equipment	8,700	9,700
Vehicles	45,000	45,000
Leasehold improvements	<u>866,196</u>	<u>904,678</u>
Subtotal	941,657	964,632
Less accumulated depreciation	<u>(118,534)</u>	<u>(94,853)</u>
Total	<u>\$ 823,123</u>	<u>\$ 869,779</u>

Depreciation expense totaled \$29,044 and \$29,547 for the years ended June 30, 2020 and 2019, respectively.

5. Refundable Advances

In April 2020, the Organization received loan proceeds in the amount of \$62,020 under the Small Business Administration (SBA) Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which was enacted March 27, 2020, provides for loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses. The loan and accrued interest may be forgiven after 24 weeks providing the Organization uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness will be reduced if the Organization terminates employees or reduces salaries during the 24 week period.

Any unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with deferral of payments for the first ten months. The Organization intends to use the proceeds for purposes consistent with the PPP requirements. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, the Organization cannot guarantee that the loan will be forgiven, in whole or in part. In accordance with Generally Accepted Accounting Principles, the Organization has not recognized any of the PPP loan as revenue, as no funds have been used for any qualifying expenses incurred in fiscal year 2020. The balance of the PPP loan, in the amount of \$62,020, is reflected as a refundable advance in the Statement of Financial

Position. Subsequent to fiscal year-end, the Organization applied for 100% forgiveness of the PPP loan and awaits final approval from the SBA.

6. Forgivable Loans

The Organization received a \$300,000 noninterest-bearing Community Improvement Program note from the City of Manchester for the development of the recovery center in Manchester, New Hampshire in fiscal year 2016. The note will be amortized and forgiven over a 5-year period and, if all requirements have been met, the entire loan will be forgiven. If the Organization does not meet the requirements of the agreement, the loan in its entirety shall be due and payable to the City. The agreement requires that at least 70% of the program participants meet the low-to-moderate income guidelines. The Organization is required to submit annual beneficiary reports during the 5-year period. The balance of this forgivable loan was \$60,000 and \$120,000 at June 30, 2020 and 2019, respectively.

The New Hampshire Community Development Finance Authority (CDFA) awarded \$615,000 in state tax credits to be used by the Organization in developing a recovery center in Manchester, New Hampshire. Under this program, the Organization receives 80%, or \$492,000, in funding for its center. The CDFFA requires a leasehold mortgage and security interest in the Organization's Manchester center. The Organization, or another non-profit entity approved by the CDFFA, must remain as tenant of the leased premises for a period of 10 years from the contract start date in January 2017. Additional requirements include compliance with the premise's lease agreement, adequate insurance coverage, and timely payment of all taxes or assessments. The CDFFA security interest self-amortizes over 10 years. If the Organization does not meet all requirements of the agreement, the unamortized balance will be immediately due and payable to the CDFFA. The Organization received \$0 and \$60,000 in funds in the years ended June 30, 2020 and 2019, respectively. The balance of this forgivable loan was \$368,000 and \$417,200 at June 30, 2020 and 2019, respectively.

Forgivable loans are categorized in the fair value hierarchy as Level 2.

7. Net Assets With Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Program development	\$ -	\$ 3,000
Housing scholarships	8,337	9,337
Technology	<u>11,997</u>	<u>-</u>
Total	<u>\$ 20,334</u>	<u>\$ 12,337</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ending June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Satisfaction of purpose restrictions:		
Franklin, NH recovery center development	\$ -	\$ 3,363
Volunteer coordinator compensation	-	10,382
Program development		10,490
Berlin and Franklin staffing	-	24,557
Housing scholarships	1,000	-
Technology	16,749	-
Other	<u>3,000</u>	<u>-</u>
Total	<u>\$ 20,749</u>	<u>\$ 48,792</u>

8. Operating Leases

The Organization leased a building located in Berlin, New Hampshire for a recovery center under a tenant-at-will agreement that ended June 15, 2020. Rent expense, which is included in occupancy costs in the Statement of Functional Expenses, under this operating lease was \$12,650 and \$13,800 for the years ended June 30, 2020 and 2019, respectively.

In June 2016, the Organization entered into a 15-year lease agreement for its Manchester, New Hampshire offices and recovery center. This agreement includes options to renew for two 5-year terms. Rent expense, which is included in occupancy costs in the Statement of Functional Expenses, under this operating lease was \$27,474 and \$27,474 for the years ended June 30, 2020 and 2019, respectively.

Estimated future minimum lease payments are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2021	\$ 27,474
2022	27,474
2023	27,474
2024	27,474
2025	27,474
Thereafter	<u>162,555</u>
Total future minimum rental payments	<u>\$ 299,925</u>

9. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

10. Concentration of Risk

In fiscal years 2020 and 2019, the State of New Hampshire provided approximately 60% and 49%, respectively, of total revenues.

11. Commitments and Contingencies

COVID-19

The COVID-19 outbreak in the United States has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those we serve, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

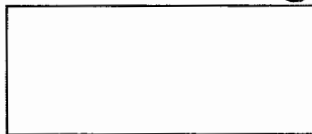
12. Subsequent Events

Subsequent events have been evaluated through November 5, 2020, which is the date the financial statements were available to be issued.

Friends of Recovery NH
 dba Hope for NH Recovery Board

Name	Officers	Professional Affiliations	Start	Additional Term	Term Off	Email	Phone
David Slawsky	Chair	7/8/2020 Nixon, Vogelman, Slawsky & Simoneau P.A.	9/11/18				603-669-7070
Micheal Ramshaw	Chair-Elect	7/8/2020 New Hampshire Fisher Cats, President	1/15/19				603-486-4895
Margo Compagna	Secretary	7/8/2020 BOD Manchester Mental Health, CASA Volunteer, retired Catholic Medical Center	11/9/2016	9/11/18			603-491-2212
Jason Snook	Treasurer	7/8/2020 Aware Recovery Care	9/11/18				603-498-1225
John Patti		Catholic Medical Center	5/13/2019				603-540-2765
Jacob Young		Kings Cross Church	10/14/20				610-331-8219
Max Chaisson		Manchester Fire Department District Chief	10/14/20				603-661-8198
Jake King		Thrive Outdoors NH	2/10/20				603-777-2989

Karla A. Gallagher



Experience

Oct. 2012- Present FOR-NH (HOPE for NH-Recovery) Manchester, NH
Finance & Administration

- Employee payroll
- Vendor payments, customer invoicing, contract billing
- Administrative Duties, maintain agency calendar
- Recovery Coaching
- Budgets, month-end reconciliation and reporting
- Coordinate Community Outreach, Social Advocacy

2009-Feb. 2012 Londonderry Presbyterian Church Londonderry, NH
Bookkeeper (using Quickbooks on-line)

- Employee Payroll , IRS payments and reporting
- Vendor Payments, negotiate cost savings
- Budgets, month-end reconciliation and reporting

2006-Feb. 2012 Londonderry Presbyterian Church Londonderry, NH
Children's Ministry Coordinator

- Facilitate Sunday Christian education volunteers and child care children
- Plan and execute extra events with volunteers for children

1988–Present Weight Watchers Various Locations in NH
Meeting Receptionist

- Weigh and process meeting members
- Complete meeting room Tally (paperwork)
- Promote product sales, member success and retention

1987–2000 Geac Computers Nashua, NH & Tampa, FL
Billing & A/R, Customer Service, Purchasing

- Sales invoicing, cash application, account reconciliation
- Field service billing, customer service parts order processing
- Plan, order and expedite materials based on usage and production schedule

Education 1983–1984 Quincy College Quincy, MA

- Computer Science
- Certified CCAR Recovery Coach and Trainor

Interests Gardening, reading, crafting

References

Holly Cekala-VP Programs at Hope for NH Recovery 603/935-7524
Laurie Melanson-Office Manager at Londonderry Presbyterian 603/889-3796
Diane Morin-Territory Manager of Weight Watchers 603/560-3241



Keith B. Howard

A community builder, communicator and leader with 20 years' experience guiding change and improvement in schools, residential placements, theaters and congregations. A subtle yet powerful executive who brings out the best in everyone he works with, whatever limiting labels they may have. A proven fundraiser and spokesman who communicates clearly with people from academics to journalists to the homeless.

Highlights of Qualifications

- Spearheaded cultural transformation of Liberty House from isolated, resentful program into full membership in the Manchester community
- Directed/grew three innovative and successful alternative high school programs recognized as state-wide models
- Founder/director Clearway Improvisational Theater; performed nationally for more than 25,000 audience members
- Written successful grant proposals of more than \$100,000 at federal, state and local levels
- Certified as a principal, reading specialist, elementary educator and English teacher
- Published non-fiction and fiction in both academic journals and general-interest publications

Experience

Leadership/Supervision

- Increased successful completion rate at Liberty House by 500% in less than one year
- Improved employment rate at Liberty House from 10% one year ago to 70%
- Oversaw and managed budgets from collaborative creation to implementation to reporting
- Tripled enrollment and quadrupled attendance rate at Equity II; created state-wide alternative model
- Mentored and supervised more than a hundred teaching and counseling staff
- Administered special-education programs at Clearway and Goffstown Area High School
- Led communities ranging in size from a dozen to more than a hundred and in age from seven to 74 years old

Writing/Public Speaking/Fundraising

- Presented workshops, in-service training and lectures to varied audiences on such topics as homelessness, services for the dually diagnosed, teenage sexuality, dropout prevention, adult literacy, learning styles and alternative education
- Performed locally and nationally with the Northern New England Social Change Theater

- Turned the Clearway Improvisational Theater into a profitable operation through creation of pay-per-performance agreements with school districts, conference organizers and colleges nation-wide
- Hosted radio talk show; wrote, produced and delivered three daily radio newscasts
- Wrote award-winning newspaper features. Nominated "European Military Journalist of the Year"

Teaching/Working with Various Populations

- Taught elementary students through adults with such labels as emotional and behavioral disorders, mental illness, mental retardation and learning disabilities
- Provided support and supervision for adults with mental retardation, mental illness, substance abuse or combinations of the three.
- Taught second grade, designing writing program, English as a Second Language to new immigrants; high school English; theater, economics; reading, prepared long-term welfare recipients for GED
- Wrote and implemented Individual Education Programs for students with a variety of disabilities

Work History

2012-2017	Executive Director	Liberty House Veterans Transitional Home, Manchester, NH
2008-2012	Residential Manager	Independent Services Network, Manchester, NH
2007-2008	Reading Teacher	Academy of Learning and Technology, Nashua School District
2005-2006	Teacher	Jolicœur School, Manchester, NH
2000-2004	Director/Teacher	Founded Goffstown Alternative Program
1995-2000	Director/Teacher	Equity II Alternative School, John Stark High School, Weare, NH
1987-1994	Director	Clearway Alternative High School, Nashua, New Hampshire

Education

1990-1992	M.Ed School Administration	Rivier College, Nashua, NH GPA: 4.0 (4.0)
1984-1986	Ministerial Studies	Gordon-Conwell Seminary, Hamilton, MA GPA: 3.7 (4.0)
1982-1984	Reading Specialist Program	UNH, Durham, NH GPA 3.6 (4.0)
1981-1982	B.A. in English Teaching	UNH, Durham, NH GPA: 3.6 (4.0)

Friends of Recovery - NH
dba Hope for NH Recovery
Key Personnel

Keith Howard	Executive Director
David Cote	Media-Information-Data-Art
Karla Gallagher	Operations