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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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August 7, 2020

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 of Public Health Services, to enter into a contract with New Hampshire Harm Reduction Coalition (VC #330454), Dover, NH in the amount of \$770,000 to increase harm reduction services in Syringe Services Programs in order to reduce the rate of opioid misuse and infectious disease complications associated with opioid use, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through August 31, 2022. 100% Federal Funds.
2. Further authorize one (1), thirty (30) day advanced payment in the amount of \$31,075 to New Hampshire Harm Reduction Coalition in accordance with the terms of the contract effective upon Governor and Council approval. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-5040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, OPIOID SURVEILLANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90050406	\$311,428
2022	102-500731	Contracts for Prog Svc	90050406	\$392,834
2023	102-500731	Contracts for Prog Svc	90050406	\$65,738
			Total	\$770,000

EXPLANATION

The purpose of this request is to increase harm reduction services in Syringe Services Programs in order to reduce the rate of opioid misuse and infectious disease complications associated with opioid use. Services provided comply with NH RSA-318:43 Syringe Services Programs Authorized.

Approximately 2,032 individuals statewide, who use drugs and who are at greatest risk for infectious disease complications due to drug use, will be served from September 1, 2020 to August 31, 2022.

The New Hampshire Harm Reduction Coalition will provide enhanced Syringe Services Programs that include Harm Reduction Services in the Greater Manchester, Greater Nashua, Keene and Seacoast areas in year one (1) of the contract period. In the second year of the contract, the vendor will establish and implement an enhanced Syringe Services Programs in the Greater Concord Area. Each site will have a Care Coordinator to establish and maintain effective relationships in the community to provide referrals, navigation, and linkage services to reduce opioid misuse and infectious disease complications. The Contractor will promote Syringe Services Programs by offering education on harm reduction services to individuals who use drugs and are at risk for infectious disease complications and connecting participants with further harm reduction education opportunities available through Care Coordination Services.

Care Coordination Services provided to individuals include one-on-one consultations during outreach activities relative to appropriate services available to individuals; in-depth guidance on confidentiality and its limits; support to participants through telephone calls and texts as appropriate; and communication with referral agencies.

The Contractor will also ensure Care Coordination Services include calling referral sites while a participant is engaged in syringe service activities to ensure linkages to care are completed. The Contractor will collaborate with area community health, mental health and recovery service providers to improve relationships with organizations, agencies and service providers in an effort to improve the health, well-being and quality of life of individuals who use drugs.

The Contractor will ensure services are provided in accordance with NH RSA-318:43 Syringe Services Programs Authorized, ensuring funding is not utilized for:

- Naloxone or Narcan, syringes, fentanyl test strips, harm reduction kits, furniture or equipment (generally, but note that vehicles may be allowable expenses for linkage to care activities);
- Human Immunodeficiency Virus (HIV), Hepatitis C Virus (HCV), and other Sexually Transmitted Diseases (STD) testing;
- Drug disposal including:
 - Implementing or expanding drug disposal programs or drug take back programs, and
 - Drug drop box or drug disposal bags;
- The provision of medical or clinical care;
- Wastewater analysis including:
 - Testing vendors;
 - Sewage testing; and
 - Wastewater testing;
- Research;
- Direct funding or expanding the provision of substance abuse treatment;

- The prevention of Adverse Childhood Experiences (ACEs) as a stand-alone activity. However, activities related to ACEs are allowable if they pertain to establishing linkage to care, or to providing training to public safety and first responders on trauma-informed care; and
- Public safety activities that do not include clear overlap or collaboration with a public health partner and their objectives.

The Department will monitor contracted services by reviewing annual reports and conducting quarterly site reviews.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 3/3/2020 through 4/16/2020. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals may not have the opportunity to readily access the resources and education necessary to make informed decisions about their own health. Individuals who use drugs and are at a high risk for infectious disease complications may not have the chance for self-advocacy in their medical care, miss the change to have meaningful engagement within their communities and will not have the opportunity to be linked with the essential services described above.

Area served: Statewide

Source of Funds: CFDA #93.136, FAIN # NU17CE924984

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

Harm Reduction Services within
Syringe Service Programs

RFP Name

RFP-2020-DPHS-08-SYRIN

RFP Number

Reviewer Names

Bidder Name

1. New Hampshire Harm Reduction Coalition

Pass/Fail	Maximum Points	Actual Points
	750	665

1. Kristina Nikitas, Program Health Promotion Advisor
2. Lorette Moir, Public Health Program Manager
3. Jennifer O'Higgins, Project Manager
4. Kristen Durzy, Senior Management Analyst
5. Ellen Chase-Lucard, Administrator II
6. Amy Bergquist, Administrator II

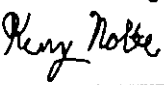

Subject: Harm Reduction Services within Syringe Service Programs (RFP-2020-DPHS-08-SYRIN-01)

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 New Hampshire Harm Reduction Coalition		1.4 Contractor Address 1 Washington Street Unit #3114 Dover, NH 03820	
1.5 Contractor Phone Number (603) 315-1714	1.6 Account Number 05-95-90-902010-50400000	1.7 Completion Date August 31, 2022	1.8 Price Limitation \$770,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 8/10/20		1.12 Name and Title of Contractor Signatory Kerry Nolte, Chair, NH Harm Reduction Coalition	
1.13 State Agency Signature  Date: 8-10-20		1.14 Name and Title of State Agency Signatory Lori Weaver, DHH S Deputy Commissioner	
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: Catherine Pinos On: 08/10/20			
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 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.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and required governmental approval.
- 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.
- 1.3. Paragraph 14, Insurance, Subparagraph 14.1 is amended as follows:
 - 14.1 The Contractor shall 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.



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall increase harm reduction services in Syringe Services Programs in order to reduce the rate of opioid misuse and infectious disease complications associated with opioid use, statewide, ensuring compliance with New Hampshire Revised Statutes Annotated (RSA) 318-B:43 Syringe Service Programs Authorized.
- 1.2. The Contractor shall ensure services are available to individuals who use drugs and who are at greatest risk for infectious disease complications due to drug use.
- 1.3. The Contractor shall provide enhanced Syringe Service Programs (SSPs) that include Harm Reduction Services in the Greater Manchester, Greater Nashua, Keene and Seacoast areas in year one (1) of the contract period.
- 1.4. The Contractor shall establish and implement an enhanced SSP in the Greater Concord Area by July 1, 2021.
- 1.5. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.6. The Contractor agrees to quarterly site reviews conducted by the Department onsite or virtually as needed that include, but are not limited to, review of financial documentation required in accordance with Exhibit C, Payment Terms, Sections 3 and 6.
- 1.7. The Contractor shall participate in a training on this contract, as conducted by Department staff, to ensure Contractor compliance with all requirements and Exhibits.
- 1.8. The Contractor shall not utilize federal funding provided for this program for the following purchases or activities:
 - 1.8.1. Naloxone or Narcan, syringes, fentanyl test strips, harm reduction kits, furniture or equipment (generally, but note that vehicles may be allowable expenses for linkage to care activities);
 - 1.8.2. Human Immunodeficiency Virus (HIV), Hepatitis C Virus (HCV), and other Sexually Transmitted Diseases (STD) testing;
 - 1.8.3. Drug disposal including:
 - 1.8.3.1. Implementing or expanding drug disposal programs or drug take back programs, and
 - 1.8.3.2. Drug drop box or drug disposal bags;
 - 1.8.4. The provision of medical or clinical care;

New Hampshire Department of Health and Human Services
Harm Reduction Services within Syringe Service Programs



EXHIBIT B

- 1.8.5. Wastewater analysis including:
 - 1.8.5.1. Testing vendors;
 - 1.8.5.2. Sewage testing; and
 - 1.8.5.3. Wastewater testing;
- 1.8.6. Research;
- 1.8.7. Direct funding or expanding the provision of substance abuse treatment;
- 1.8.8. The prevention of Adverse Childhood Experiences (ACEs) as a stand-alone activity. However, activities related to ACEs are allowable if they pertain to establishing linkage to care, or to providing training to public safety and first responders on trauma-informed care; and
- 1.8.9. Public safety activities that do not include clear overlap or collaboration with a public health partner and their objectives.
- 1.9. The Contractor shall hire an Executive Director no later than thirty (30) days after the contract effective date to oversee implementation of services that includes, but are not limited to:
 - 1.9.1. Providing technical and Quality Improvement support to Syringe Service Programs (SSPs).
 - 1.9.2. Ensuring continuity of services by maintaining and reviewing records of each participating SSP relative to services and education provided to participants in accordance with this Contract.
 - 1.9.3. Providing supervision and support to all SSP Care Coordinators.
 - 1.9.4. Engaging volunteers and fostering relationships with partners, statewide.
 - 1.9.5. Providing financial management of program services to ensure continuity of harm reduction services provided.
 - 1.9.6. Seeking funding opportunities for continued growth and sustainability of the program.
- 1.10. The Contractor shall ensure (4) Care Coordinators, (1) Care Coordinator for each of the four (4) SSP Partner sites, are available to provide Care Coordination services to program participants no later than (30) days after the contract effective date.
- 1.11. The Contractor shall hire one (1) additional Care Coordinator no later than July 1, 2021 to provide Care Coordination services to individuals in the Greater Concord Area upon development and implementation of a Concord SSP.



EXHIBIT B

- 1.12. The Contractor shall ensure Care Coordinators establish and maintain effective relationships in the community to provide Referral, Navigation and Linkage Services. The Contractor shall:
- 1.12.1. Connect with Doorway providers in the respective service areas to identify relevant community resources available to program participants.
 - 1.12.2. Provide oversight and referrals within assigned designated areas, which may include, but are not limited to:
 - 1.12.2.1. Strafford County.
 - 1.12.2.2. Manchester.
 - 1.12.2.3. Nashua.
 - 1.12.2.4. Keene.
 - 1.12.2.5. Concord.
 - 1.12.3. Promote SSPs by offering education on harm reduction services and connecting participants with further harm reduction education opportunities offered. The Contractor shall ensure educational topics include, but are not limited to:
 - 1.12.3.1. Safer drug use practices, including but not limited to, injection.
 - 1.12.3.2. Safer disposal of syringes.
 - 1.12.3.3. Prevention and reversal of drug overdoses.
 - 1.12.3.4. HIV and viral hepatitis prevention, testing, and treatment.
 - 1.12.3.5. Prevention and identification of, and treatment options for, soft tissue infections.
 - 1.12.3.6. Substance use disorder treatment.
 - 1.12.3.7. Other medical and mental health issues that disproportionately affect people who use drugs, including treatment options.
 - 1.12.3.8. Proper use of external and internal condoms.
 - 1.12.3.9. Prevention and testing options for COVID-19 and other communicable diseases that are of concern in the community.
 - 1.12.3.10. Resources to assistance with food and housing insecurity.
 - 1.12.3.11. Resources for survivors of domestic violence; sexual violence; and human trafficking.

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EXHIBIT B

- 1.12.4. Collaborate with volunteer outreach workers; the Executive Director; NHHRC Board of Directors; and the Harm Reduction Advisory Committee on quality improvement efforts in order to address program and participant needs.
- 1.12.5. Provide monthly updates to the Executive Director and Board of Directors.
- 1.13. The Contractor shall implement Care Coordination Services within thirty (30) days of the contract effective date that include, but are not limited to:
 - 1.13.1. Providing one-on-one consultations during outreach activities relative to appropriate additional services available to individuals.
 - 1.13.2. Providing in-depth guidance on confidentiality and its limits.
 - 1.13.3. Facilitating communication with referral agencies and calling referral sites while the participant is engaged in syringe service activities.
 - 1.13.4. Providing support to participants through telephone calls and messaging, as appropriate.
 - 1.13.5. Coordinating individualized services to support access to services, which may include, but is not limited to:
 - 1.13.5.1. Assisting with making telephone calls.
 - 1.13.5.2. Receiving return telephone calls from service providers.
 - 1.13.5.3. Coordinating transportation to referred services.
 - 1.13.5.4. Accessing telephone-based interpreter services for participants whose preferred language is not spoken English.
 - 1.13.6. Collaborating with area community health, mental health and recovery service providers to bolster relationships with organizations, agencies and service providers to improve the health, well-being and quality of life of individuals who use drugs through activities that may include, but are not limited to:
 - 1.13.6.1. Participating in regional or state collaborative meetings.
 - 1.13.6.2. Scheduling one-on-one meetings with key stakeholders at area agencies.
 - 1.13.6.3. Following up with participants in one to two (1-2) weeks to check in and offer additional support.

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EXHIBIT B

- 1.14. The Contractor shall issue a Unique ID card to each program participant, which includes a unique identifier that:
 - 1.14.1. Is developed by a combination of information unique to the client; and
 - 1.14.2. Does not contain any Personal Identifiable Information (PII) or Personal Health Information (PHI).
- 1.15. The Contractor shall work with the participant to retrieve their Unique ID number and provide a replacement card, should the card be lost.
- 1.16. The Contractor shall increase participant engagement to improve participant health and wellbeing by providing an enhanced menu of Harm Reduction services that include:
 - 1.16.1. Syringe Distribution;
 - 1.16.2. Syringe Disposal;
 - 1.16.3. Naloxone Dispensing;
 - 1.16.4. Safer Injection Kits;
 - 1.16.5. Service Referrals;
 - 1.16.6. Coordination of Referrals to community agencies;
 - 1.16.7. Male and Female Condoms (internal and external); and
 - 1.16.8. Health Education.
- 1.17. The Contractor shall ensure continuity of access and fidelity of services by providing program participants with relevant, timely and evidence-based referral and navigation services that include, but is not limited to:
 - 1.17.1. Referrals to Services including:
 - 1.17.1.1. Primary care, medical assessment and health services;
 - 1.17.1.2. Testing for HIV, HCV and STI;
 - 1.17.1.3. Mental health assessment and services; and
 - 1.17.1.4. Substance use care assessment and services.
 - 1.17.2. Education services including:
 - 1.17.2.1. Safer injecting strategies;
 - 1.17.2.2. Overdose prevention;
 - 1.17.2.3. Overdose reversal;
 - 1.17.2.4. Preventing HIV, HCV and other infectious diseases;
 - 1.17.2.5. Caring for veins and preventing and infection;

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EXHIBIT B

- 1.17.2.6. Evidence-based information on medication used to treat substance use disorder (SUD); and
- 1.17.2.7. Safer sex practices to include proper use of male and female condoms.
- 1.17.3. Referrals to prevention services including:
 - 1.17.3.1. Hepatitis A (HAV), Hepatitis B (HBV) and other recommended vaccines;
 - 1.17.3.2. Prevention of transmission from mother to child;
 - 1.17.3.3. Partner services for HIV and Sexually Transmitted Infections (STI); and
 - 1.17.3.4. Pre-exposure Prophylaxis (Pre-P) and Post-Exposure Prophylaxis (PEP).
- 1.18. The Contractor shall process referrals to ensure timely linkages to services. The Contractor shall ensure SSP Care Coordinators:
 - 1.18.1. Introduce themselves to participants;
 - 1.18.2. Assess participants' needs and willingness to be referred for additional services;
 - 1.18.3. Provide participants with information about services of interest and direct participants to the appropriate SSP Partner program;
 - 1.18.4. Document participant information that includes, but is not limited to:
 - 1.18.4.1. Harm Reduction Services utilized;
 - 1.18.4.2. Referral information;
 - 1.18.4.3. Progress notes;
 - 1.18.5. Access prior plans and reassess referrals at follow up.
 - 1.18.6. Assess the number of referrals to:
 - 1.18.6.1. Social services;
 - 1.18.6.2. HIV/HCV/STD testing;
 - 1.18.6.3. Medical/mental health; and
 - 1.18.6.4. Medication Assisted Treatment (MAT).
- 1.19. The Contractor shall ensure navigation and linkage to services occurs within thirty (30) days of making referrals, as appropriate. The Contractor shall ensure Care Coordinators:
 - 1.19.1. Assess linkages to substance use services and MAT through direct communication with program participants;



EXHIBIT B

- 1.19.2. Engage with Doorway providers to assess successful linkage to care;
- 1.19.3. Attempt to reconnect and reassess readiness for services for individuals not successfully linked to care;
- 1.19.4. Cancel referrals when participants are no longer interested in substance use services and provide additional harm reduction supports; and
- 1.19.5. Assess the number of successful referrals to substance use services.
- 1.20. The Contractor shall develop and implement a tracking system of all harm reduction services provided to participants at each participating SSP site within thirty (30) days of the contract effective date that includes, but is not limited to:
 - 1.20.1. Participant survey results on health needs.
 - 1.20.2. Number of harm reduction services engaged at each site visit.
 - 1.20.3. Referral Information.
 - 1.20.4. Participant case notes, identified by Unique IDs only.
 - 1.20.5. Number of cancelled referrals to better assess the health needs of participants.
- 1.21. The Contractor shall collaborate with Doorway providers and referral agencies to implement three (3) evaluation methods to assess linkages to care that include:
 - 1.21.1. Participant Referral Cards:
 - 1.21.1.1. Issued to program participants that include a unique SSP ID number for participants to present to referral agencies and/or Doorway providers to confirm linkage to care for services.
 - 1.21.1.2. Utilized to track services and request feedback from referral agencies and Doorway providers on a monthly basis.
 - 1.21.2. Additional information requested by Doorway providers' during the intake process, including:
 - 1.21.2.1. Whether an individual is, or has been, a SSP participant; and
 - 1.21.2.2. The SSP ID number, with language specifying why the information is being requested and that engagement in services will be shared with their SSP.



EXHIBIT B

- 1.21.3. Follow up with referral agencies and Doorway providers on a monthly basis to:
 - 1.21.3.1. Determine the number of SSP participants who utilized services;
 - 1.21.3.2. Collect the SSP ID numbers disclosed to the agencies; and
 - 1.21.3.3. Collect participant referral cards submitted to the agencies.
- 1.22. The Contractor shall pilot additional tracking measures, as approved by the Department, for referrals and linkages to care.
- 1.23. The Contractor shall engage Doorway Case Managers or Peer Recovery Specialists to develop direct and supportive connections for participants seeking substance use disorder treatment.
- 1.24. The Contractor shall engage Doorway providers to determine the full array of services available to participants seeking substance use disorder treatment services.
- 1.25. The Contractor shall schedule an initial planning meeting with Concord area service providers within sixty (60) days of the contract effective date to discuss the development and implementation of an SSP in the Greater Concord Area to ensure individuals in the service area have access to harm reduction services no later than July 1, 2021. Planning and implementation activities include, but are not limited to:
 - 1.25.1. Identifying key participants with lived experience through community service providers and community outreach.
 - 1.25.2. Developing a menu of multiple harm reduction services available to program participants including, but not limited to:
 - 1.25.2.1. Sterile drug injection; excluding items listed in Subsection 1.8 above.
 - 1.25.2.2. Reducing infectious disease transmission through injection drug use; excluding items listed in Subsection 1.8 above.
 - 1.25.2.3. Syringe disposal services.
 - 1.25.2.4. Utilizing male and female condoms to reduce the risk of sexual transmission of viral hepatitis, HIV and other STDs.
 - 1.25.2.5. Posting the address, telephone numbers, program contact information and, if appropriate, hours of operation and services offered on its Internet website; and

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EXHIBIT B

- 1.25.3. Developing a plan to track unduplicated client utilization of services.
- 1.26. The Contractor shall provide syringe and harm reduction services in the Greater Concord Area beginning no later than July 1, 2021 through the end of the contract period.
- 1.27. The Contractor shall, upon Department approval, modify services available in the Greater Concord Area based on feedback from participants, volunteers, care coordinators and referral agencies.
- 1.28. The Contractor shall receive service data from SSP Partners and any subcontractors on a monthly basis for quality improvement purposes.
- 1.29. The Contractor shall maintain connections with the Doorway providers in each of the service areas in Subsection 1.3 and Subsection 1.4 as a critical component to connecting individuals with services.
- 1.30. The Contractor shall ensure the Care Coordinators and volunteers are trained to provide comprehensive harm reduction education consistent with the Contractor's harm reduction philosophy.
- 1.31. The Contractor shall ensure Care Coordinators and volunteers receive training on topics including, but not limited to:
- 1.31.1. Safer drug use practices (including but not limited to injection).
 - 1.31.2. Safer disposal of syringes.
 - 1.31.3. Prevention and reversal of drug overdoses.
 - 1.31.4. HIV and viral hepatitis prevention, testing, and treatment.
 - 1.31.5. Prevention and identification of, and treatment options for, soft tissue infections.
 - 1.31.6. Substance use disorder treatment.
 - 1.31.7. Other medical and mental health issues that disproportionately affect people who use drugs (including treatment options).
 - 1.31.8. Proper use of external and internal (male and female) condoms.
 - 1.31.9. Prevention and testing options for COVID-19 and other communicable diseases that are of concern in the community.
 - 1.31.10. Resources to assistance with food and housing insecurity.
 - 1.31.11. Resources for survivors of domestic violence, sexual violence and human trafficking.

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EXHIBIT B

- 1.32. The Contractor shall utilize education materials in trainings, including but not limited to:
 - 1.32.1. NHHRC previously designed materials or materials under development.
 - 1.32.2. Materials by or adapted from the National Harm Reduction Coalition.
 - 1.32.3. HCV Advocate.
- 1.33. The Contractor shall encourage referral agencies and Doorway providers to share SSP educational resources within their social networks to ensure information is available to individuals who use drugs.
- 1.34. The Contractor shall track delivery of education services, that includes but is not limited to:
 - 1.34.1. The distribution of paper materials to each SSP.
 - 1.34.2. Reporting on the attendance at the participant engagement events.
- 1.35. The Contractor shall solicit feedback from participants regarding educational materials and the need for additional education at the participant engagement events.
- 1.36. The Contractor shall provide community outreach services through the SSP social media platforms to ensure:
 - 1.36.1. Awareness of the availability of SSPs in the State;
 - 1.36.2. Awareness of the services provided by SSPs;
 - 1.36.3. Advocacy for a harm reduction approach within New Hampshire.
 - 1.36.4. Effective communication of the SSP sites and hours without compromising the anonymity of participants; and
 - 1.36.5. Education of harm reduction practices through established materials to ensure consistent harm reduction messaging.
- 1.37. The Contractor shall utilize other forms of social media messaging that allow SSPs to reach and engage individuals who use, but do not inject drugs in harm reduction discussions. The Contractor shall:
 - 1.37.1. Promote participant engagement events;
 - 1.37.2. Engage sharing of information by word of mouth.
 - 1.37.3. Post the Contractor's and SSP Partners' contact information on social media pages and program websites that shall include, but is not limited to:
 - 1.37.3.1. Addresses.
 - 1.37.3.2. Phone numbers.

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EXHIBIT B

- 1.37.3.3. Hours of operation.
 - 1.37.3.4. Services offered.
 - 1.37.4. Utilize social media to include:
 - 1.37.4.1. Spotlighting volunteers and staff;
 - 1.37.4.2. Sharing resources aimed at reducing drug related harm; and
 - 1.37.4.3. Highlighting accomplishments of NH SSPs.
 - 1.38. The Contractor shall be responsible for monitoring and responding to all Social Media messages.
 - 1.39. The Contractor shall facilitate participant engagement events including, but not limited to, "Awareness Days" to raise awareness and increase the utilization of SSPs.
 - 1.40. The Contractor shall utilize participant feedback and recommendations resulting from participant engagement events to directly inform the services provided by the SSP program to serve as a gateway for interested participants to become more involved.
 - 1.41. The Contractor shall hold Harm Reduction Advisory Events at each project site with individuals with lived experience on a minimum of a quarterly basis.
 - 1.42. The Contractor shall maintain participant records and track all participant transactions by their Unique ID to allow for robust analysis of program-wide trends as well as trends at the individual participant level.
- 2. Exhibits Incorporated**
- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
 - 2.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.
- 3. Reporting Requirements**
- 3.1. The Contractor shall maintain and submit reporting metrics including aggregate data only to the Department quarterly on April 30th, July 31st, October 31st and January 31st each year of the contract period beginning January 31, 2021.
 - 3.2. In the event a reporting date falls on a non-working day, the Contractor shall submit quarterly reports to the Department on the working day preceding the regularly scheduled date.



EXHIBIT B

- 3.3. The Contractor shall ensure reporting metrics include, but are not limited to:
- 3.3.1. Number of unduplicated participants in the program.
 - 3.3.2. Number of repeat users of the program, when possible.
 - 3.3.3. Number of syringes dispensed and disposed of, in accordance with NH RSA-318:43 Syringe Service Programs Authorized.
 - 3.3.4. Number of individuals to whom referral and navigation services has been provided, itemized by service type.
 - 3.3.5. Number of individuals to whom education has been provided, itemized by topic; for Education Services.
 - 3.3.6. Number of condoms dispensed.
 - 3.3.7. Number of harm reduction services engaged by participants at each visit.
 - 3.3.8. Number of referrals to MAT or other substance misuse treatment.
 - 3.3.9. Number of individuals referred to MAT or other substance misuse treatment who were successfully linked within thirty (30) days of referral.
 - 3.3.10. Number of cancelled referrals.
- 3.4. The Contractor shall develop a quarterly reporting template that includes all reporting metrics in 3.3 for quarterly submission to the Department.
- 3.5. The Contractor shall review all reports for completeness and adherence to reporting protocols to ensure quality of data.

4. Performance Measures

- 4.1. The Department will monitor Contractor performance by ensuring the following performance measures are met on an annual basis:
- 4.1.1. Ninety-five percent (95%) of individuals utilizing Harm Reduction Services utilize one (1) or more Harm Reduction Services per visit.
 - 4.1.1.1. Numerator: Total number of unduplicated clients who utilize a single Harm Reduction Service per visit.
 - 4.1.1.2. Denominator: Total number of unduplicated clients who utilize one or more Harm Reduction Services per visit.
 - 4.1.2. A minimum of fifty percent (50%) of clients receive referrals to social services, HIV, HCV and STD testing, medical/mental health and MAT.
 - 4.1.2.1. Numerator: Total number of unduplicated clients who receive a referral to social service, HIV, HCV and STD testing, medical/mental health and MAT.

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EXHIBIT B

- 4.1.2.2. Denominator: Total number of unduplicated clients utilizing the SSP.
- 4.1.3. Ninety percent (90%) of individuals referred receive linkage to MAT or other Substance Use Disorder (SUD) treatment within thirty (30) days of referral.
 - 4.1.3.1. Numerator: Total number of unduplicated clients who are referred to MAT or other SUD treatment.
 - 4.1.3.2. Denominator: Total number of unduplicated clients who are confirmed to be linked to MAT or other SUD treatment within thirty (30) days of referral.
- 4.1.4. A ten percent (10%) increase in new SSP participants each quarter.
- 4.1.5. Care coordinators connect with a minimum of seventy-five percent (75%) of referral agencies no less than once per quarter.
- 4.1.6. Participants at each visit engage with at least one (1) harm reduction service in ninety-five (95%) of SSP visits.
- 4.1.7. Participants are connected with at least one (1) referral for their individual needs with fifty percent (50%) of participants receiving a referral within a year of engagement.
- 4.1.8. Ninety percent (90%) of substance use participants referred for care are linked to substance use services.
- 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.



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) days of the contract effective date, a detailed description of the communication access and language assistance services they will provide to ensure meaningful access to their programs and/or services to persons with limited English proficiency, people who are deaf or have hearing loss, are blind or have low vision, or who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

- 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility



EXHIBIT B

or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 6.1.4. Service records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any

New Hampshire Department of Health and Human Services
Harm Reduction Services within Syringe Service Programs



EXHIBIT B

expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Harm Reduction Services within Syringe Service Programs
EXHIBIT C



Payment Terms

1. This Agreement is funded by 100% Federal Funds, STRATEGY 6: Linkage to Care, Supporting Syringe Services, as awarded on August 12, 2019, by the US Centers for Disease Control and Prevention, NH Overdose Data to Action Program (NH OD2A), CFDA #93.136, FAIN NU17CE924984.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. The Contractor shall submit one (1) invoice to the Department upon Governor and Council approval of this Agreement that requests a one (1) time, thirty (30) day advance payment in an amount not to exceed \$31,075 for salary/wages and start-up implementation costs. The State shall attempt to make payment to the Contractor within seven to fourteen (7-14) days of receipt of the invoice, subsequent to approval of the submitted invoice. The Contractor shall ensure:
 - 3.1. The invoice clearly states a request for the one-time, thirty (30) day advance payment.
 - 3.2. The invoice specifies how funds will be utilized toward salary/wages and start-up implementation costs in accordance with Exhibit B Scope of Services and Exhibit C-1 Budget.
 - 3.3. A report detailing the actual costs incurred for expenditures in 3.2 in accordance with Exhibit C-1 Budget is submitted to the Department for approval no later than five (5) business days after the end of the thirty (30) day advance payment period.
4. Notwithstanding Section 3 above, monthly payments will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items in Exhibit C-1 Budget through Exhibit C-3 Budget.
5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 5.1. The first (1st) monthly invoice for authorized expenses incurred in the first thirty (30) days shall:

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New Hampshire Department of Health and Human Services
Harm Reduction Services within Syringe Service Programs
EXHIBIT C



- 5.1.1. Include actual costs for salary/wages in accordance with Exhibit C-1 Budget; and
 - 5.1.2. Include implementation costs **above and beyond** the start-up implementation costs reimbursed through the one (1) time, thirty (30) day advanced payment in Section 3 above if applicable and in accordance with Exhibit C-1 Budget.
 - 5.2. Upon receipt of the final invoice submitted for State Fiscal Year 2021 services, the State will reconcile all invoices received and payments made to ensure State Fiscal Year 2021 funding does not exceed the total budget amount in Exhibit C-1 Budget.
6. The Contractor shall provide backup documentation with each monthly invoice that includes, but is not limited to:
 - 6.1. General Ledger including all revenue and expenses for this contract.
 - 6.2. Timesheets or time cards that support the hours employees worked for wages reported under this contract signed by the employee and a superior.
 - 6.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 6.2.2. Per 2 CFR 200.430 (iii) Labor records must reasonably reflect the total activity for which each employee is compensated, showing percentages for time spent on activities under this contract and all other activities (totaling no more than 100%).
 - 6.3. Invoices and/or receipts supporting all expenses reported:
 - 6.4. Cost center reports.
 - 6.5. Profit and loss report.
7. In lieu of hard copies, all invoices must be assigned an electronic signature and emailed to nhbidc@dhhs.nh.gov.
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
9. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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Harm Reduction Services within Syringe Service Programs
EXHIBIT C



10. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
11. 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.
12. 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.
13. 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.
14. Audits
 - 14.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 14.1.1. 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.
 - 14.1.2. 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.
 - 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 14.2. 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.
 - 14.3. 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.

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Harm Reduction Services within Syringe Service Programs
EXHIBIT C



- 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 14.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Bidder Name: New Hampshire Harm Reduction Coalition

Budget Request for: Harm Reduction Services within Syringe Service Programs

Budget Period: August 26, 2020 - June 30, 2021

Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 100,000	\$ 12,000	\$ 112,000	\$ 100,000	\$ 12,000	\$ 112,000
2. Employee Benefits	\$ 20,000	\$ 2,400	\$ 22,400	\$ 20,000	\$ 2,400	\$ 22,400
3. Consultants	\$ 12,500	\$ 1,500	\$ 14,000	\$ 12,500	\$ 1,500	\$ 14,000
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 250	\$ 30	\$ 280	\$ 250	\$ 30	\$ 280
Repair and Maintenance	\$ 167	\$ 20	\$ 187	\$ 167	\$ 20	\$ 187
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,500	\$ 300	\$ 2,800	\$ 2,500	\$ 300	\$ 2,800
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 7,000	\$ 840	\$ 7,840	\$ 7,000	\$ 840	\$ 7,840
Office	\$ 9,674	\$ 1,161	\$ 10,835	\$ 9,674	\$ 1,161	\$ 10,835
6. Travel	\$ 2,917	\$ 350	\$ 3,267	\$ 2,917	\$ 350	\$ 3,267
7. Occupancy	\$ 16,050	\$ 1,926	\$ 17,976	\$ 16,050	\$ 1,926	\$ 17,976
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,800	\$ 336	\$ 3,136	\$ 2,800	\$ 336	\$ 3,136
Postage	\$ 250	\$ 30	\$ 280	\$ 250	\$ 30	\$ 280
Subscriptions	\$ 417	\$ 50	\$ 467	\$ 417	\$ 50	\$ 467
Audit and Legal	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000
Insurance	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,750	\$ 210	\$ 1,960	\$ 1,750	\$ 210	\$ 1,960
10. Marketing/Communications	\$ 4,500	\$ 540	\$ 5,040	\$ 4,500	\$ 540	\$ 5,040
11. Staff Education and Training	\$ 8,750	\$ 1,050	\$ 9,800	\$ 8,750	\$ 1,050	\$ 9,800
12. Subcontracts/Agreements	\$ 37,440	\$ -	\$ 37,440	\$ 37,440	\$ -	\$ 37,440
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Biohazard Disposal	\$ 20,000	\$ 2,400	\$ 22,400	\$ 20,000	\$ 2,400	\$ 22,400
Sharps Containers	\$ 23,500	\$ 2,820	\$ 26,320	\$ 23,500	\$ 2,820	\$ 26,320
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 283,465	\$ 27,963	\$ 311,428	\$ 283,465	\$ 27,963	\$ 311,428

Indirect As A Percent of Direct

9.9%

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Bidder Name: New Hampshire Harm Reduction Coalition

Budget Request for: Harm Reduction Services within Syringe Service Programs

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

Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 143,600	\$ 17,232	\$ 160,832	\$ 143,600	\$ 17,232	\$ 160,832
2. Employee Benefits	\$ 28,720	\$ 3,446	\$ 32,166	\$ 28,720	\$ 3,446	\$ 32,166
3. Consultants	\$ 7,500	\$ 900	\$ 8,400	\$ 7,500	\$ 900	\$ 8,400
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 300	\$ 36	\$ 336	\$ 300	\$ 36	\$ 336
Repair and Maintenance	\$ 200	\$ 24	\$ 224	\$ 200	\$ 24	\$ 224
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 3,000	\$ 360	\$ 3,360	\$ 3,000	\$ 360	\$ 3,360
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 6,000	\$ 720	\$ 6,720	\$ 6,000	\$ 720	\$ 6,720
Office	\$ 5,000	\$ 600	\$ 5,600	\$ 5,000	\$ 600	\$ 5,600
6. Travel	\$ 3,500	\$ 420	\$ 3,920	\$ 3,500	\$ 420	\$ 3,920
7. Occupancy	\$ 20,340	\$ 2,441	\$ 22,781	\$ 20,340	\$ 2,441	\$ 22,781
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,560	\$ 547	\$ 5,107	\$ 4,560	\$ 547	\$ 5,107
Postage	\$ 300	\$ 36	\$ 336	\$ 300	\$ 36	\$ 336
Subscriptions	\$ 500	\$ 60	\$ 560	\$ 500	\$ 60	\$ 560
Audit and Legal	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000
Insurance	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 2,100	\$ 252	\$ 2,352	\$ 2,100	\$ 252	\$ 2,352
10. Marketing/Communications	\$ 5,500	\$ 660	\$ 6,160	\$ 5,500	\$ 660	\$ 6,160
11. Staff Education and Training	\$ 7,500	\$ 900	\$ 8,400	\$ 7,500	\$ 900	\$ 8,400
12. Subcontracts/Agreements	\$ 46,276	\$ -	\$ 46,276	\$ 46,276	\$ -	\$ 46,276
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Biohazard Disposal	\$ 26,000	\$ 3,120	\$ 29,120	\$ 26,000	\$ 3,120	\$ 29,120
Sharps Containers	\$ 33,200	\$ 3,984	\$ 37,184	\$ 33,200	\$ 3,984	\$ 37,184
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 357,096	\$ 35,738	\$ 392,834	\$ 357,096	\$ 35,738	\$ 392,834

Indirect As A Percent of Direct

10.0%

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services

Bidder Name: New Hampshire Harm Reduction Coalition

Budget Request for: Harm Reduction Services within Syringe Service Programs

Budget Period: July 1, 2022- August 31, 2022

Line Item	Total Program Cost			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 24,653	\$ 2,958	\$ 27,611	\$ 24,653	\$ 2,958	\$ 27,611
2. Employee Benefits	\$ 4,931	\$ 592	\$ 5,523	\$ 4,931	\$ 592	\$ 5,523
3. Consultants	\$ 1,250	\$ 150	\$ 1,400	\$ 1,250	\$ 150	\$ 1,400
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 48	\$ 6	\$ 54	\$ 48	\$ 6	\$ 54
Repair and Maintenance	\$ 33	\$ 4	\$ 37	\$ 33	\$ 4	\$ 37
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 497	\$ 60	\$ 557	\$ 497	\$ 60	\$ 557
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,000	\$ 120	\$ 1,120	\$ 1,000	\$ 120	\$ 1,120
Office	\$ 667	\$ 80	\$ 747	\$ 667	\$ 80	\$ 747
6. Travel	\$ 583	\$ 70	\$ 653	\$ 583	\$ 70	\$ 653
7. Occupancy	\$ 3,400	\$ 408	\$ 3,808	\$ 3,400	\$ 408	\$ 3,808
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 760	\$ 91	\$ 851	\$ 760	\$ 91	\$ 851
Postage	\$ 50	\$ 6	\$ 56	\$ 50	\$ 6	\$ 56
Subscriptions	\$ 83	\$ 10	\$ 93	\$ 83	\$ 10	\$ 93
Audit and Legal	\$ 1,417	\$ -	\$ 1,417	\$ 1,417	\$ -	\$ 1,417
Insurance	\$ 875	\$ -	\$ 875	\$ 875	\$ -	\$ 875
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 350	\$ 42	\$ 392	\$ 350	\$ 42	\$ 392
10. Marketing/Communications	\$ 900	\$ 108	\$ 1,008	\$ 900	\$ 108	\$ 1,008
11. Staff Education and Training	\$ 1,250	\$ 150	\$ 1,400	\$ 1,250	\$ 150	\$ 1,400
12. Subcontracts/Agreements	\$ 7,937	\$ -	\$ 7,937	\$ 7,937	\$ -	\$ 7,937
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Biohazard Disposal	\$ 3,900	\$ 468	\$ 4,368	\$ 3,900	\$ 468	\$ 4,368
Sharps Containers	\$ 5,207	\$ 625	\$ 5,832	\$ 5,207	\$ 625	\$ 5,832
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 59,791	\$ 5,947	\$ 65,738	\$ 59,791	\$ 5,947	\$ 65,738

Indirect As A Percent of Direct

9.9%



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:

Kerry Nolte

8/10/20

Date

Name: Kerry Nolte, Chair, NHHRC
Title:



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:

8/10/20

Date

Kerry Nolte

Name: Kerry Nolte, Chair, NHHRC
Title:

KN



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

The Vendor 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.

Vendor Name:

8/10/20

Date

Kerry Nolte

Name: Kerry Nolte, Chair, NHHRC
Title:

Vendor Initials

KN

Date 8/10/20



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

The Vendor 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:

Vendor 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

Vendor Initials

KZ

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

8/10/20

Date

Kerry Nolte

Name: Kerry Nolte, Chair, NHHRC
Title:

Exhibit G

Vendor Initials

KN

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



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.

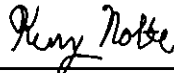
The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor 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.

Vendor Name:

8/10/20

Date



Name: Kerry Nolte, Chair, NHHRC
Title:



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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 Health Insurance Portability Act
 Business Associate Agreement
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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



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

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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

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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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Exhibit I

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

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

Department of Health and Human Services

The State

Lori Weaver

Signature of Authorized Representative

Lori Weaver

Name of Authorized Representative

Deputy Commissioner

Title of Authorized Representative

8.10.20

Date

New Hampshire Harm Reduction Coalition

Name of the Contractor

Kerry Nolte

Signature of Authorized Representative

Kerry Nolte

Name of Authorized Representative

Chair, NHHRC

Title of Authorized Representative

8/10/20

Date

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**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:

Kerry Nolte

8/10/20

Date

Name:

Title: Kerry Nolte, Chair, NHHRC

Contractor Initials

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Date 8/10/20

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: in progress
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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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.

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DHHS Information Security Requirements



2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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. Exception provided for this requirement in Section IV, PROCEDURES FOR SECURITY; Subsection A, Paragraph 10.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

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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. The Information Security Office within the Department permits the following exception:
 - a. With the exception of Protected Health Information (PHI), Personally Identifiable Information (PII) and data not protected by federal law, except for Payment Card Information (PCI), the Contractor is not permitted to administer (as defined by CMS), receive, process, analyze, handle or store Medicaid or other federally regulated data on behalf of the Department. This includes cloud storage solutions.

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DHHS Information Security Requirements



- b. Contractor agrees the offshore exception for the receipt, processing, analysis, or handling of data is limited to Toronto, Ontario, Canada and the storage of data is limited to the Contractor's data storage center in Toronto, Ontario, Canada.
 - c. Should the administration (as defined by CMS), receipt, processing, analysis, handling or storage of data, other than PHI, PII or data not heretofore exempted, becomes necessary during the lifetime of this contract, the offshore exception provided by Information Security will no longer apply and the standard current NH DHHS Security Requirements will immediately take effect.
 - d. Contractor agrees to promptly reimburse the Department for all State Information Security related expenses (travel, time, etc.) related to auditing, information security incidents/breaches or other oversight matters requiring travel to the Contractor's data storage center in Toronto, Ontario, Canada or as a result of the Contractor's data storage location.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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. Contractor must ensure all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
 - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
 - h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
 - i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.
17. 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.

DHHS Information Security Requirements



V. LOSS REPORTING

- A. 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.
- B. The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:
 - 1. Identify Incidents;
 - 2. Determine if personally identifiable information is involved in Incidents;
 - 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
 - 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
 - 5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.
- C. 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

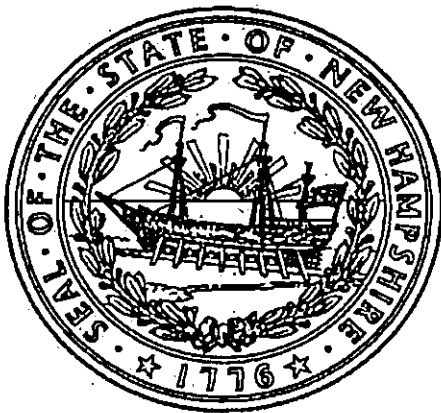
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE HARM REDUCTION COALITION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 29, 2018. 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: 808023

Certificate Number: 0004963187



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of July A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jason R. Lucey, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Secretary/Officer of New Hampshire Harm Reduction Coalition (NHHRC).
(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 August 9, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kerry Nolte, NHHRC Board Chair (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Harm Reduction Coalition (NHHRC) 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: 8/9/2020



Signature of Elected Officer
Name: Jason R. Lucey
Title: NHHRC Board Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

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 World Insurance Associates, LLC Jason R. Fox 656 Shrewsbury Ave, Suite 200 Tinton Falls NJ 07701 INSURED NH Harm Reduction Coalition 1 Washington Street UNIT #3114 Dover NH 03821		CONTACT NAME: Jason R. Fox PHONE (A/C, No, Ext): 7323800900 FAX (A/C, No): 732-380-0909 E-MAIL ADDRESS: certificates@worldins.net INSURER(S) AFFORDING COVERAGE INSURER A: Landmark American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
License#: BR-961573 NH-HARMR-01		NAIC # 33138	

COVERAGES

CERTIFICATE NUMBER: 596886524

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		LHC782497	5/18/2020	5/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		LHC782497	5/18/2020	5/18/2021	Per Occurrence 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire 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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2020

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 John J. Flynn Ins Agcy Inc 818 Central Avenue Dover NH 03820		CONTACT NAME: John Flynn PHONE (A/C, No, Ext): (603) 740-0140 FAX (A/C, No): (603) 743-3370 E-MAIL ADDRESS: John.Flynn@Flynninsurance.net	
INSURED New Hampshire Harm Reduction Coalition, DBA: NHHRC PO Box 1632 Dover NH 03821		INSURER(S) AFFORDING COVERAGE INSURER A: Assigned Workers Comp INSURER B: The Hartford INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 0030	

COVERAGES

CERTIFICATE NUMBER: CL2081058027

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <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 OTHER:						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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 type="checkbox"/>	N/A	TBA	08/26/2020	08/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Directors & Officers,			04KM0339285-20	07/25/2020	07/25/2021	Aggregate 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health and Human Services 129 Pleasant St 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
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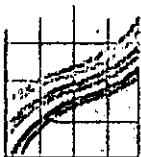
MISSION

To promote compassionate care for people who use drugs through harm reduction by supporting syringe service programs (SSPs), utilizing best practices, and advocating for human rights.

VISION

Transform NH to embrace and empower people who use drugs.

NEW HAMPSHIRE HARM REDUCTION COALITION
(A NONPROFIT CORPORATION)
Financial Statements
For the Year Ended December 31, 2019



Murphy, Powers & Wilson

Certified Public Accountants, P.C.

Michael J. Murphy, CPA
Daniel E. Wilson, CPA

William R. Powers, CPA (Retired)

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors of
New Hampshire Harm Reduction Coalition

Management is responsible for the accompanying financial statements of New Hampshire Harm Reduction Coalition (a nonprofit organization), which comprise the statement of financial position as of December 31, 2019, and the related statements of activities and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, changes in net assets, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Hampton, New Hampshire
May 15, 2020

*Murphy, Powers & Wilson
Original Public Accountants, P.C.*

New Hampshire Harm Reduction Coalition

STATEMENT OF FINANCIAL POSITION

As of December 31, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
NHHRC Checking	37,977.12
Total Bank Accounts	\$37,977.12
Accounts Receivable	
Accounts Receivable (A/R)	8,250.00
Total Accounts Receivable	\$8,250.00
Total Current Assets	\$46,227.12
TOTAL ASSETS	\$46,227.12
LIABILITIES AND EQUITY	
Total Liabilities	
Equity	
Net Assets without Donor Restrictions	
Net Income	46,227.12
Total Equity	\$46,227.12
TOTAL LIABILITIES AND EQUITY	\$46,227.12

New Hampshire Harm Reduction Coalition

STATEMENT OF ACTIVITIES

January - December 2019

	TOTAL
Income	
Billable Expense Income	0.18
Grants	
AIDS United	28,159.73
Comer Family Foundation	15,000.00
UNH Data Tracking Grant	8,900.00
UNH HRETA Project	3,500.00
Total Grants	55,559.73
Private Donations	3,985.00
Training Fees	1,650.00
HRETA SSP Technical Assistance	1,200.00
HRETA Training	15,600.00
North Country Health Consortium, Inc.	150.00
Rockingham County	600.00
Saint Anselm College	100.00
Total Training Fees	19,300.00
Total Income	\$78,844.91
GROSS PROFIT	\$78,844.91
Expenses	
Bank Charges & Fees	29.90
Job Supplies	
Hand Up Operating Expenses	15,164.44
Hand Up NASEN	2,904.95
Hand Up Pfizer	3,150.00
Hand Up Stericycle (deleted)	5,464.80
Total Hand Up Operating Expenses	26,684.19
Queen City Exchange	822.86
Total Job Supplies	27,507.05
Legal & Professional Services	638.00
Office Supplies & Software	530.00
Operating Costs	
NEO 360	3,750.28
Total Operating Costs	3,750.28
Rent & Lease	170.00
Total Expenses	\$32,625.23
NET OPERATING INCOME	\$46,219.68
Other Income	
Interest Earned	7.44
Total Other Income	\$7.44
NET OTHER INCOME	\$7.44
NET INCOME	\$46,227.12

NEW HAMPSHIRE HARM REDUCTION COALITION
(A Nonprofit Corporation)
Statement of Cash Flows
For the Year Ended December 31, 2019
See Independent Accountant's Compilation Report

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in net assets	\$46,277
Changes in operating assets	
Accounts receivable	<u>-8,250</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>37,977</u>
 NET INCREASE IN CASH	 37,977
 CASH, BEGINNING OF YEAR	 <u>0</u>
 CASH, END OF YEAR	 <u>\$37,977</u>

SUPPLEMENTAL DISCLOSURES OF CASH FLOWS INFORMATION

Cash paid during the year for interest	\$ <u>0</u>
Cash paid during the year for income taxes	\$ <u>0</u>



Board of Directors

The NHHRC Board has a minimum of 5 positions and a maximum of 9 board members who all actively contribute to the projects and programs of the organization. Currently we are recruiting for one vacant position.

Kerry Nolte: Chair

Emily Runyan: Vice Chair/ Syringe Service Program Coordinator

Karyn Heavner: Interim Treasurer and the Grants Development Director

Mark Santoski: Data Integrity Director

Jason Lucey: Secretary

Joseph Hannon: Policy Director

Ariel Hayes: Communications Director

Randy Moser: Member-At-Large

NHHRC Job Description: Executive Director

The Executive Director is the key management leader of NHHRC. The Executive Director is responsible for overseeing the administration, programs and strategic plan of the organization. Other key duties include fundraising, marketing, and community outreach. The position reports directly to the Board of Directors.

GENERAL RESPONSIBILITIES

1) **Board Governance:** Works with board in order to fulfill the organization mission.

- Responsible for leading NHHRC in a manner that supports and guides the organization's mission as defined by the Board of Directors.
- Responsible for communicating effectively with the Board and providing, in a timely and accurate manner, all information necessary for the Board to make informed decisions.

2) **Financial Performance and Viability:** Develops resources sufficient to ensure the financial health of the organization.

- Responsible for fundraising and developing other revenues necessary to support NHHRC's mission.
- Responsible for the fiscal integrity of NHHRC, to include submission to the Board of a proposed annual budget and monthly financial statements, which accurately reflect the financial condition of the organization.
- Responsible for fiscal management that generally anticipates operating within the approved budget, ensures maximum resource utilization, and maintenance of the organization in a positive financial position.

3) **Organization Mission and Strategy:** Works with board and staff to ensure that the mission is fulfilled through programs, strategic planning and community outreach.

- Responsible for implementation of NHHRC's programs that carry out the organization's mission.
- Responsible for strategic planning to ensure that NHHRC can successfully fulfill its Mission into the future.
- Responsible for the enhancement of NHHRC's image by being active and visible in the community and by working closely with other professional, civic and private organizations.

4) **Organization Operations:** Oversees and implements appropriate resources to ensure that the operations of the organization are appropriate.

- Responsible for the hiring and retention of competent, qualified staff.
- Responsible effective administration of NHHRC operations.
- Responsible for signing all notes, agreements, and other instruments made and entered into and on behalf of the organization.

SPECIFIC JOB RESPONSIBILITIES

1. Report to and work closely with the Board of Directors to seek their involvement in policy decisions, fundraising and to increase the overall visibility of the organization.
2. Supervise, collaborate with organization staff.

NHHRC Job Description: Executive Director

3. Coordinate strategic planning and implementation.
4. Planning and execution of annual budget.
5. Serve as NHHRC's primary spokesperson to the organization's constituents, the media and the general public.
6. Establish and maintain relationships with various organizations and utilize those relationships to strategically enhance NHHRC's Mission.
7. Engage in fundraising and developing other revenues.
8. Oversee marketing and other communications efforts.
9. Oversee NHHRC Board and committee meetings.
10. Establishing employment and administrative policies and procedures for all functions and for the day-to-day operation of the nonprofit.
11. Review and approve contracts for services.
12. Other duties as assigned by the Board of Directors.

Immediate Tasks upon Hire

- Review & finalize Annual Budget
- Develop staff policies & procedures
- Develop missing/needed governance & programmatic policies & procedures
- Review/ develop programming plan
- Review/ develop public communications plan
- Determine & address state & federal requirements for nonprofit employer
- Identify possible administrative office space/s
- Establish bookkeeping & payroll systems
- Release job postings & begin interviews per established hiring process
- Develop schedules for staff

Job Description: Syringe Service Program Care Coordinator

Care Coordination Services:

- Attends scheduled SSP outreach services
- Serves as contact point for information and resources for participants during and between scheduled outreach services
- Responds to calls and text messages for requests for education, support or linkage to other services in the community
- Develops and maintains relationships with community programs and services
- Engages in one-on-one interactions aimed at linking participants to health, mental health and other community resources to improve safety, health and well-being
- Links clients to relevant community resources with the goal of improving patient health and quality of life and reducing risks associated with drug use
- Offers additional support in successfully linking clients to services including calling area resources, providing support in obtaining transportation, or other strategies that improve linkage to care
- Active works to reduce barriers for people who use drugs to access and engage in community services

Program activities and responsibilities:

- Adhere to all organizational policy, practices and procedures
- Collaborates with NHHRC board members and Syringe Service Program (SSP) committee members to ensure that general SSP operating guidelines are followed
- Participate in program development to include policies and procedures that align with the mission and values of NHHRC
- Assist with identifying potential funding sources
- Serve as main point of contact for SSP Committee Members and NHHRC SSP Program Coordinator
- Communicate program updates, concerns, and issues with NHHRC board at monthly meeting (or as needed more urgently for issues of volunteer or public safety, legal issues or formal meetings with attorneys, financial advisors or communications with city/town officials)
- Collaborate with NHHRC to align strategies, messaging, and priorities of SSPs
- Collaborates with team leader to ensure that sites are adequately staffed with volunteers

- Ensures that all paperwork and documentation is completed and entered into qualtrics

Education Responsibilities/Activities:

- Respects participants confidentiality and privacy
- Maintains evidence based participant education and resource materials
- Responsible for updating all materials distributed, including business cards, safer injection information, etc.
- Collaborates with team leaders to identify participant needs and develop new literature
- Presents new materials at monthly Queen City Committee meeting
- Engages participants in 1:1 interactions by providing compassionate and pragmatic ways to build motivation toward health initiatives in their own lives
- Provides harm reduction education on safe injection strategies, vein care, transmission of infectious disease, safer sexual practices and reducing risks of overdose

Linking/Referring to services:

- Responds to calls and text messages for requests for education, support or linkage to other services in the community
- Serves as contact point for information and resources for participants during and between scheduled outreach services
- Engages on one-to-one interactions aimed at linking participants to health, mental health and other community resources to improve safety, health and well-being
- Link/Refers patients to relevant community resources with the goal of improving patient health and quality of life and reducing risks associated with drug use
- Maintains communication and build relationships with community programs and serves that serve participants
- Reduces barriers for people who use drugs to access and engage services to address the inter-related harms of substance use.

CONTRACTOR NAME: New Hampshire Harm Reduction Coalition

Key Personnel: FY 2021- 2023

			FY 2021 9/1/20-6/30/21 10 months		FY 2022 7/1/21-6/30/22 12 months		FY 2023 7/1/22-8/31/22 2 months	
Name	Job Title	% Paid from Contract	Salary	Paid from this Contract	Salary	Paid from this Contract	Salary	Paid from this Contract
Executive Director	Executive Director	80	\$75,000	\$50,000	\$77,250	\$61,800	\$79,568	\$10,609
Hand Up Care Coordinator	Care Coordinator (20 hr/ week)	100	\$20,000	\$15,000	\$20,600	\$20,600	\$21,218	\$3,537
QCE Care Coordinator	Care Coordinator (40 hr/ week)	100	\$40,000	\$30,000	\$41,200	\$41,200	\$42,436	\$7,074
Concord Care Coordinator	Care Coordinator (20 hr/ week)	100	n/a	n/a	\$20,000	\$20,000	\$20,600	\$3,433