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

Lori A. Shibiñette
 Commissioner

Katja S. Fox
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9544 1-800-852-3345 Ext. 9544
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May 25, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with New Hampshire Center for Nonprofits (VC#172874-B001), Concord, NH to continue providing governance and management training to Peer Support Agency executive directors, Staff, and board of directors, by increasing the price limitation by \$89,567 from \$17,670.60 to \$107,237.60 and by extending the completion date, with one (1) year of renewal and one (1) year of Sole Source, from June 30, 2022 to June 30, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was under the MOP 150 \$10,000 threshold and was approved by the Department on August 11, 2020 and most recently amended with Governor and Council approval on June 30, 2021, (item #19).

Funds are available in the following accounts for State Fiscal Year 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-922010-41200000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92204120	\$8,728	\$0	\$8,728
2021	102-500731	Contracts for Prog Svc	92204120	\$2,000	\$0	\$2,000
2022	102-500731	Contracts for Prog Svc	92204120	\$6,942.60	\$0	\$6,942.60
2023	102-500731	Contracts for Prog Svc	92204120	\$0	\$4,567	\$4,567
2024	102-500731	Contracts for Prog Svc	92204120	\$0	\$5,000	5,000
			Subtotal	\$17,670.60	\$9,567	\$27,237.60

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05-95-92-922010-41200000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	92254120	\$0	\$40,000	\$40,000
2024	102-500731	Contracts for Prog Svcs	92254120	\$0	\$40,000	\$40,000
			Subtotal	\$0	\$80,000	\$80,000
			Total	\$17,670.60	\$89,567	\$107,237.60

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion date and there are no renewal options available. The New Hampshire Center for Nonprofits is a statewide nonprofit association dedicated to strengthening and giving voice to the state's nonprofit sector. The New Hampshire Center for Non-profits has contractually been providing Peer Support Agency (PSA) leadership and Board skill building training, resources, and support to all eight (8) NH Peer Support Agency vendors since 2019. Over this time general leadership, governance, and board development trainings have been provided and we have seen increased knowledge in PSA leadership. However, we have identified a need for more individualized consultation services for each PSA. For this upcoming contract period the NH Center for Nonprofits has worked with the Department to develop an individualized consultation plan to improve service and contract provision compliance in PSAs. The consultation services are designed to span over two (2) years (SFY 2023 & 2024); components will include: conducting an assessment of each agency, inclusive of the Board governance practices, determining areas for improvement, developing a work plan with PSA leadership to address identified needs, individualized follow up consultation with the agencies and Department to ensure implementation, and service provision compliance improvement.

The purpose of this request is to renew and extend the existing contract to continue providing governance and management training to Peer Support Agency executive directors, staff, and board of directors in order to improve the management of the agencies.

Approximately 300 individuals will be served annually.

The Contractor will continue facilitating in-person and/or virtual group workshops. This training series builds upon prior trainings to strengthen governance, management, and fiscal oversight at the Peer Support Agencies.

The Department will continue monitoring services by ensuring a minimum of 80% of all participants demonstrate an increased knowledge of governance, finance, fundraising, operations, human resources, and Board of Directors roles and responsibilities.

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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(1) of the one (1) years available. The Department is seeking to extend the contract by one (1) additional year beyond the available one (1) year renewal.

Should the Governor and Council not authorize this request, Peer Support Agency directors, Board of Directors and staff will not have access to training intended to enhance contract management, increase sustainability, improve service results and adjust program delivery and policy based on successful outcomes.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #B09SM083816 and FAIN #B09SM085371.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Lori A. Shibinette' with a stylized flourish at the end.

Lori A. Shibinette
Commissioner

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

This Amendment to the Skill Building Workshops for Peer Support Centers contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Center for Nonprofits ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department on August 11, 2020, as amended on June 30, 2021, (Item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$107,237.60
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.5, to read:
 - 1.5 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2024 and the Department shall not be liable for any payments for services provided after June 30, 2024.
5. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.13, to read:
 - 1.13. The Contractor shall assess the need for online delivery of additional curricula on a continuous basis. The Contractor shall:
 - 1.13.1 Routinely inform PSAs, via email, of related online trainings and resources available through the Contractor or other capacity-building organizations in NH.
6. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.15, to read:
 - 1.15 The Contractor shall:
 - 1.15.1 Provide training curricula to the Department prior to each training; and
 - 1.15.2 Work with the Department to improve the curricula after each training, as needed.
5. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, by adding Subsection 1.17 to read:
 - 1.17. The contractor shall sub-contract with a Department-approved consultant to provide the following consultation, assessment and implementation services to each PSA:
 - 1.17.1. As part of the assessment process, the executive director and applicable senior leaders of the PSAs will participate in surveys regarding key indicators in five categories:

- 1.17.1.1. Governance,
- 1.17.1.2. Finance
- 1.17.1.3. Fundraising
- 1.17.1.4. Human Resources, and
- 1.17.1.5. Programs/Services delivery

1.17.2. As part of the assessment process, the executive director and applicable senior staff of the PSAs will participate in assessment meetings to determine needs of the agency in areas including but not limited to:

- 1.17.2.1. Governance,
- 1.17.2.2. Finance,
- 1.17.2.3. Fundraising,
- 1.17.2.4. Human Resources, and
- 1.17.2.5. Programs/Services delivery

1.17.3. The sub-contractor shall evaluate the results of surveys as defined in paragraph 1.16.1 and meetings as defined in paragraph 1.16.2 to develop a customized work plan with recommendations and options available to strengthen performance in categories such as but not limited to:

- 1.17.3.1. Governance,
- 1.17.3.2. Finance,
- 1.17.3.3. Fundraising,
- 1.17.3.4. Human Resources, and
- 1.17.3.5. Programs/Services delivery

1.17.4. All PSA work plans in paragraph 1.17.3 must be reviewed and approved by the department and include, at minimum, the following components:

- 1.17.4.1. areas of deficiency or low performance
- 1.17.4.2. work plan objectives
- 1.17.4.3. work plan steps for implementation
- 1.17.4.4. work plan goals in the areas of
 - 1.17.4.4.1. Governance,
 - 1.17.4.4.2. Finance,
 - 1.17.4.4.3. Fundraising,
 - 1.17.4.4.4. Human Resources, and
 - 1.17.4.4.5. Programs/Services delivery
- 1.17.4.5. a timeline for completion of each goal
- 1.17.4.6. a list of tools and resources available

1.17.5. The Contractor shall ensure that the sub-contractor meets with the Department and PSA staff, at minimum on a quarterly basis, to:

- 1.17.5.1. Review implementation plans
- 1.17.5.2. Assign responsibilities
- 1.17.5.3. Develop timelines relative to other work of the organization

1.17.6. The Contractor shall ensure that the sub-contractor meets with the PSA executive director and applicable senior staff, at minimum, on a monthly basis either in-person or virtually for work plan progress updated.

1.17.7. The Contractor shall ensure that the sub-contractor conducts a follow-up evaluation survey to PSA leaders and Board of Directors to determine:

- 1.17.7.1. Satisfaction with consultation services;

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- 1.17.7.2. Implementation results;
- 1.17.7.3. Remaining areas of need; and
- 1.17.7.4. A narrative report for the Department.

7. Modify Exhibit B, Scope of Services, Section 5, Deliverables, to read:

5. Deliverables

- 5.1. The Contractor shall develop workshop curricula within sixty (60) days of the contract effective date.
- 5.2. The Contractor shall establish training locations or virtual delivery platform within thirty (30) days of the contract effective date.
- 5.3. The Contractor shall provide participant feedback survey information to the Department within ten (10) days prior to the contract completion date.
- 5.4. The Contractor shall grant access to the proprietary online resources within fourteen (14) days of the contract effective date.
- 5.5. The sub-contracted consultant shall meet with the department and PSA staff as outlined in the Statement of Work above.
- 5.6. The sub-contractor shall submit all final work product including pre/post survey results, draft and final customized work plans for each of the PSAs and any progress reports developed as part of the consultation process.

7. Modify Exhibit C, Payment Terms, Section 3 to read:

- 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-2, Budget through Exhibit C-4, Amendment #2, Budget.

8. Add Exhibit C-3, Amendment #2, Budget and Exhibit C-4, Amendment #2, Budget, which are attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective June 30, 2022, or upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

5/26/2022

Date

DocuSigned by:

Katja S. Fox

68024A70EEF7197

Name: Katja S. Fox

Title: Director

New Hampshire Center for Nonprofits

DocuSigned by:

Kathleen Reardon

68024A70EEF7197

Name: Kathleen Reardon

Title: Chief Executive Officer

5/25/2022

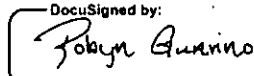
Date

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

OFFICE OF THE ATTORNEY GENERAL

5/26/2022

Date

DocuSigned by:


Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

BT-1.0

Exhibit C-3, Amendment #2

SS-2021-DBH-02-SKILL-01-A02

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: <u>New Hampshire Center for Nonprofits</u>	
Budget Request for: <u>Skill Building Workshops for Peer Support Centers</u>	
Budget Period <u>7/1/2022 - 6/30/2023</u>	
Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$1,035
2. Fringe Benefits	\$100
3. Consultants	\$32,020
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational (GrantsStation	\$760
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$6,600
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$40,515
Total Indirect Costs	\$4,052
TOTAL	\$44,567

5/25/2022

BT-1.0

Exhibit C-4, Amendment #2

SS-2021-DBH-02-SKILL-01-A02

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: <u>New Hampshire Center for Nonprofits</u>	
Budget Request for: <u>Skill Building Workshops for Peer Support Centers</u>	
Budget Period <u>7/1/2023 - 6/30/2024</u>	
Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$995
2. Fringe Benefits	\$96
3. Consultants	\$36,517
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$760
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$2,800
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$41,168
Total Indirect Costs	\$3,832
TOTAL	\$45,000



5/25/2022

State of New Hampshire

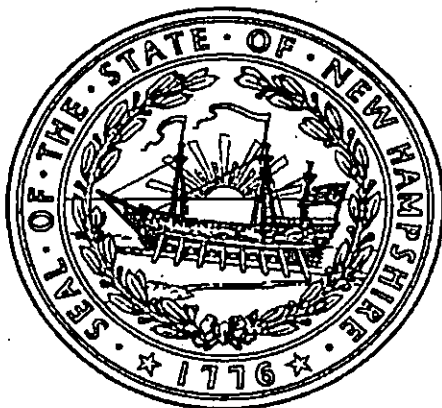
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE CENTER FOR NONPROFITS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 14, 2002. 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: 394662

Certificate Number: 0005781372



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Joseph DiBrigida

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

New Hampshire Center for Nonprofits

1. I am a duly elected Clerk/Secretary/Officer of _____
(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 May 13, 2021, at which a quorum of the Directors/shareholders were present and voting.

(Date)

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

is duly authorized on behalf of NH Center for Nonprofits to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

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

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

Dated: May 24, 2022

Signature of Elected Officer

Name: Joseph A. DiBrigida

Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2021

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Eleanor Spinazzola PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hartford Casualty Insurance Co NAIC # 29424	
INSURER B: Sequoia Insurance Company 22985	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			04SBAUL0109	12/15/2021	12/15/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			04SBAUL0109	12/15/2021	12/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			QWC1158423	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.I. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.I. DISEASE - EA EMPLOYEE \$ 100,000
							E.I. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

State of NH Department of Health & Human Services 129 Pleasant Street Concord NH 03301-3857	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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NH Center for
NONPROFITS

194 Pleasant Street, Suite 14 ♦ Concord, NH 03301 ♦ Tel: 603.225.1947

Our Mission

The New Hampshire Center for Nonprofits strengthens and gives voice
to the state's nonprofit sector through leadership, collaboration, and learning opportunities.

**NEW HAMPSHIRE CENTER FOR NONPROFITS
AND SUBSIDIARY**

CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2021

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HESSION & PARE, PC

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
New Hampshire Center for Nonprofits and Subsidiary
Concord, New Hampshire

We have reviewed the accompanying consolidated financial statements of New Hampshire Center for Nonprofits and Subsidiary (the "Center") (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2021 and 2020, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

-2-

Board of Directors
New Hampshire Center for Nonprofits and Subsidiary

Supplementary Information

The consolidating information in the accompanying statements is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

HESSION J. PAZE, P. E.

Manchester, NH
November 1, 2021

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**NEW HAMPSHIRE CENTER FOR NONPROFITS
AND SUBSIDIARY**

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

As of June 30, 2021 and 2020

ASSETS

	<u>2021</u>	<u>2020</u>
Cash	\$ 582,588	\$ 454,601
Accounts receivable	39,060	53,568
Grants receivable	10,000	94,459
Prepaid expenses and deposits	13,009	6,624
Property and equipment, net	3,749	6,358
	<hr/>	<hr/>
Total assets	<u>\$ 648,406</u>	<u>\$ 615,610</u>

LIABILITIES AND NET ASSETS

Accounts payable	\$ 1,772	\$ 1,059
Accrued expenses	23,331	26,250
Fiscal agent funds	3,848	3,848
Deferred revenue	25,500	96,905
	<hr/>	<hr/>
Total liabilities	<u>54,451</u>	<u>128,062</u>
Net assets		
Without donor restrictions		
Undesignated	393,862	220,548
Board-designated	50,000	50,000
	<hr/>	<hr/>
Total without donor restrictions	<u>443,862</u>	<u>270,548</u>
With donor restrictions	150,093	217,000
	<hr/>	<hr/>
Total net assets	<u>593,955</u>	<u>487,548</u>
	<hr/>	<hr/>
Total liabilities and net assets	<u>\$ 648,406</u>	<u>\$ 615,610</u>

See accompanying notes and independent accountant's review report.

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**NEW HAMPSHIRE CENTER FOR NONPROFITS
AND SUBSIDIARY**

CONSOLIDATED STATEMENTS OF ACTIVITIES

Years Ended June 30, 2021 and 2020

	Without Donor Restrictions	With Donor Restrictions	<u>2021</u>	<u>2020</u>
Revenues and support				
Grant income	\$ 507,800	\$ 92,920	\$ 600,720	\$ 735,672
Membership dues	266,681	-	266,681	272,597
Fees and registrations	207,732	-	207,732	148,986
Fundraising and contributions	9,819	-	9,819	10,219
Commissions	77,072	-	77,072	73,654
Support and other fees	91,114	-	91,114	83,010
Miscellaneous	628	-	628	365
	<u>1,160,846</u>	<u>92,920</u>	<u>1,253,766</u>	<u>1,324,503</u>
Revenue and support				
	<u>1,160,846</u>	<u>92,920</u>	<u>1,253,766</u>	<u>1,324,503</u>
Net assets released from restrictions	159,827	(159,827)	-	-
	<u>1,320,673</u>	<u>(66,907)</u>	<u>1,253,766</u>	<u>1,324,503</u>
Total revenue and support				
	<u>1,320,673</u>	<u>(66,907)</u>	<u>1,253,766</u>	<u>1,324,503</u>
Expenses				
Program services	928,897	-	928,897	860,915
Supporting services	100,864	-	100,864	90,084
Fundraising	60,918	-	60,918	72,591
Unrelated business expense	56,680	-	56,680	62,960
	<u>1,147,359</u>	<u>-</u>	<u>1,147,359</u>	<u>1,086,550</u>
Total expenses				
	<u>1,147,359</u>	<u>-</u>	<u>1,147,359</u>	<u>1,086,550</u>
Increase in net assets	173,314	(66,907)	106,407	237,953
	<u>173,314</u>	<u>(66,907)</u>	<u>106,407</u>	<u>237,953</u>
Net assets, beginning of year	270,548	217,000	487,548	249,595
	<u>270,548</u>	<u>217,000</u>	<u>487,548</u>	<u>249,595</u>
Net assets, end of year	\$ 443,862	\$ 150,093	\$ 593,955	\$ 487,548
	<u>\$ 443,862</u>	<u>\$ 150,093</u>	<u>\$ 593,955</u>	<u>\$ 487,548</u>

See accompanying notes and independent accountant's review report.

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NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2021
(with comparative totals for 2020)

	Program Services	Supporting Services	Fundraising	Unrelated Business Expense	2021	2020
Payroll						
Salaries and wages	\$ 231,418	\$ 44,849	\$ 44,849	\$ 35,680	\$ 356,796	\$ 410,107
Payroll taxes	18,293	3,545	3,545	2,821	28,204	31,037
Benefits	28,290	5,483	5,483	4,361	43,617	73,991
Total payroll	278,001	53,877	53,877	42,862	428,617	515,135
Subgrants	338,725	-	-	-	338,725	266,300
Consultants	208,901	-	-	-	208,901	109,907
Professional fees	-	36,562	-	3,996	40,558	13,929
Rent	27,760	3,966	3,966	3,966	39,658	38,730
Speakers	21,345	-	-	-	21,345	34,130
Technology	11,704	868	868	868	14,308	7,650
Dues and memberships	7,550	129	-	-	7,679	7,658
Bad debt expense	7,452	-	-	-	7,452	5,517
Insurance	2,368	1,457	152	2,763	6,740	5,714
Promotion and postage	5,471	117	341	341	6,270	11,273
Bank charges	5,416	200	-	-	5,616	5,586
Repairs and maintenance	2,823	403	403	403	4,032	4,480
Telephone	2,808	401	401	401	4,011	3,346
Miscellaneous	1,187	1,902	275	179	3,543	4,534
Printing and supplies	2,669	13	27	27	2,736	8,052
Depreciation	1,826	261	261	261	2,609	2,608
Equipment lease	1,738	248	248	248	2,482	2,101
Office supplies	691	99	99	99	988	3,439
Income tax expense	-	361	-	266	627	-
Travel	279	-	-	-	279	5,676
Facilities	163	-	-	-	163	7,826
Meals	20	-	-	-	20	22,959
Total expenses	\$ 928,897	\$ 100,864	\$ 60,918	\$ 56,680	\$ 1,147,359	\$ 1,086,550

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**NEW HAMPSHIRE CENTER FOR NONPROFITS
AND SUBSIDIARY**

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Increase in net assets	\$ 106,407	\$ 237,953
Adjustments to reconcile decrease in net assets to net cash used in operating activities		
Depreciation	2,609	2,608
Decrease (increase) in accounts receivable	14,508	(14,361)
Decrease (increase) in grants receivable	84,459	(83,695)
(Increase) decrease in prepaid expenses	(6,385)	4,537
Increase (decrease) in accounts payable	713	(8,300)
(Decrease) in accrued expenses	(2,919)	(1,365)
(Decrease) increase in deferred revenue	<u>(71,405)</u>	<u>80,322</u>
Net cash provided by operating activities	<u>127,987</u>	<u>217,699</u>
Net increase in cash	<u>127,987</u>	<u>217,699</u>
Cash, beginning of year	<u>454,601</u>	<u>236,902</u>
Cash, end of year	<u><u>\$ 582,588</u></u>	<u><u>\$ 454,601</u></u>

See accompanying notes and independent accountant's review report.

NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

New Hampshire Center for Nonprofits (the "Center") is a nonprofit organization under the laws of New Hampshire. The Center is an association of nonprofit organizations who have joined together to strengthen the State's nonprofit sector. The Center serves as an advocate, information, educational and networking resource for these New Hampshire nonprofits, as well as the citizens of New Hampshire. The Center's major source of revenue is derived from membership dues, program fees, and grant income.

NHCN Insurance Services, LLC (its wholly-owned "subsidiary") provides certain insurance services to members of the Center and operates as a for-profit entity. NHCN Insurance Services, LLC's major source of revenue is commissions.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies

The Center prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not-for-profit entities. The significant accounting and reporting policies used by the Center are described subsequently to enhance the usefulness and understandability of the financial statements.

Net assets

The financial statements report net assets and changes in net assets that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Net assets without donor restrictions – Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting from the nature of the Center, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net assets with donor restrictions – Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed.

Basis of accounting

The Center's financial statements are presented on an accrual basis in accordance with accounting principles generally accepted in the United States. Consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Comparative totals

The financial statements include certain prior-year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States. Accordingly, such information should be read in conjunction with the Center's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

Principles of consolidation

The consolidated financial statements include the accounts of the Center and its subsidiary. All intercompany accounts and transactions have been eliminated in consolidation.

Income taxes

The Center is a not-for-profit organization exempt under Section 501(c)(3) of the Internal Revenue Code and is classified as other than a private foundation; however, certain unrelated business income is subject to federal taxation.

NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Management fees received from the Center's subsidiary are recorded as unrelated business income, and related expenses are reported as unrelated business expenses in the statements of activities. During the years ended June 30, 2021 and 2020, there was \$266 and \$0 in taxes due on unrelated business income, respectively. The income tax filings for the tax years before 2017 are no longer subject to examination by federal and state taxing authorities.

NHCN Insurance Services, LLC is subject to both federal and state income taxes. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes prepaid or due. The prepaid tax at June 30, 2021 and 2020 was \$0 and \$207, respectively. The net amount due for income taxes at June 30, 2021 and 2020 was \$24 and \$0, respectively.

Uncertain tax positions

The financial statement effects of a tax position taken or expected to be taken are recognized in the financial statements when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. Interest and penalties, if any, are included in expenses in the statements of activities. As of June 30, 2021, the Center had no uncertain tax positions that qualify for recognition or disclosure in the financial statements.

Cash and cash equivalents

For purposes of the statement of cash flows, the Center considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents. There were no cash equivalents at June 30, 2021.

Accounts receivable

Accounts receivable are carried at original invoice amount. Management determines the collectability by regularly evaluating individual receivables. Receivables are written-off when deemed uncollectible. Recoveries of accounts receivable previously written-off are recorded as revenue when received. Management believes that all outstanding receivables are collectible; therefore, no allowance for uncollectible receivables has been provided.

Grant receivable and revenue

Grant receivable and revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts, or when a unit of service is provided for performance grants.

NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and equipment

Property and equipment are recorded at cost or fair market value at the date of the gift, if donated, and are depreciated using the straight-line method over estimated useful lives as follows:

Equipment	5 years
Furniture and fixtures	3 - 5 years

Repairs, maintenance and small equipment expenditures are charged to operations as incurred, whereas significant improvements and equipment purchased in excess of \$2,500 are capitalized. Depreciation expense for the years ended June 30, 2021 and 2020 was \$2,608.

Accrued vacation

The Center has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employees. At June 30, 2021 and 2020, the amount totaled \$12,524 and \$17,429, respectively.

Revenue recognition

The Center has multiple revenue streams that are accounted for as a reciprocal exchange transaction, including membership dues, program fees and registrations, and sponsorships.

Because the Center's performance obligations relate to contracts with a duration of less than one year, the Center has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a), *Revenue from Contracts with Customers*, and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. There are no incremental costs of obtaining a contract and no significant financing components.

Membership dues, program fees and registrations, and sponsorships are recognized ratably over the period each service is provided on a straight-line basis in an amount that reflects the consideration the Center expects to be entitled to in exchange for those services. All the Center's revenue from contracts with customers are from performance obligations satisfied over time. Prices are specific to a distinct performance obligation and do not consist of multiple transactions. Membership joining fees are ratably recognized over a one-year period from the membership start date.

NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Deferred revenue

Deferred revenue primarily results from program fees and registrations, and sponsorships received for future seminars hosted by the Center. Accordingly, income received for the upcoming fiscal year is deferred until the seminars occur.

Contributions

All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. When a restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions in the statement of activities.

Donated services

The financial statements reflect the fair value amounts for donated services that create or enhance nonfinancial assets or require specialized skills, are performed by people possessing those skills, and would have been purchased by the Center if they had not been donated.

A substantial number of volunteers have donated significant amounts of their time to the Center's program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Advertising

The Center follows the policy of charging the costs of advertising to expense as incurred. For the years ended June 30, 2021 and 2020, advertising expense was \$6,269 and \$11,273, respectively.

Functional allocation of expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Accounting pronouncement adopted

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers Topic (606)*. This ASU supersedes the revenue recognition requirements in *Topic 605, Revenue Recognition*, and most industry-specific guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Center adopted this ASU on July 1, 2020.

The Center implemented ASU 2014-09 using a full retrospective method of application. The adoption of ASU 2014-09 resulted in changes to the disclosure of revenue. There were no material changes to the recognition or presentation of revenue as a result of the application of ASU 2014-09. As a result, no cumulative effect adjustment was recorded upon adoption.

Note 3. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use within one year of June 30 are:

	<u>2021</u>	<u>2020</u>
Financial assets:		
Cash	\$ 582,588	\$ 454,601
Accounts receivable	39,060	53,568
Grants receivable	<u>10,000</u>	<u>94,459</u>
Total financial assets	631,648	602,628
Less financial assets held to meet donor-imposed restrictions:		
Purpose-restricted net assets	(150,093)	(217,000)
Less board-designated net assets	<u>(50,000)</u>	<u>(50,000)</u>
Amount available for general expenditures within one year	<u>\$ 431,555</u>	<u>\$ 335,628</u>

As part of their liquidity management plan, the Center maintains a revolving line of credit of \$75,000 to cover short-term cash needs.

NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 4. PROPERTY AND EQUIPMENT

Property and equipment was comprised of the following at June 30:

	<u>2021</u>	<u>2020</u>
Furniture and equipment	\$ 10,704	\$ 10,704
Leasehold improvements	<u>8,093</u>	<u>8,093</u>
	18,797	18,797
Less accumulated depreciation	<u>15,048</u>	<u>12,439</u>
Net property and equipment	<u>\$ 3,749</u>	<u>\$ 6,358</u>

Note 5. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consisted of the following at June 30:

	<u>2021</u>	<u>2020</u>
Diversity Equity Inclusion Project	\$ 12,200	\$ -
Nonprofit Relief Fund	-	17,000
Database-Website	<u>137,893</u>	<u>200,000</u>
Total net assets with donor restrictions	<u>\$ 150,093</u>	<u>\$ 217,000</u>

Note 6. BOARD DESIGNATED NET ASSETS

The Center's board has designated \$50,000 of the June 30, 2021 and 2020 unrestricted net asset balance as a reserve to cover future operations.

Note 7. LEASE

The Center entered into an agreement to lease office space in Concord, New Hampshire under a non-cancelable agreement that expires in December 2021. The base rent has an annual increase of the greater of 2.5% or the consumer price index. Monthly rental payments of \$3,375 and \$3,152 were paid in 2021 and 2020, respectively. For the years ended June 30, 2021 and 2020, rent expense was \$39,658 and \$38,730, respectively.

NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 7. LEASE (concluded)

Minimum future commitments under non-cancelable operating leases are as follows:

Year ending <u>June 30,</u>	<u>Amount</u>
2022	<u>\$ 19,386</u>
Total	<u>\$ 19,386</u>

Note 8. CONTRACTUAL AGREEMENTS

On November 3, 2005, the Center appointed E&S Insurance Services, LLC of Gilford, New Hampshire as the exclusive provider of all insurance products and services, along with the use of its trade name. Under the terms of the agreement, there are provisions for payment to the Center at 25% of commissions earned through members of New Hampshire Center for Nonprofits, as well as detailed reference for the duration of this relationship. The agreement does not provide for a termination date; either party is able to terminate this agreement with appropriate notice as outlined in the agreement.

Note 9. RETIREMENT PLANS

The Center maintains a defined contribution retirement plan (the "Plan") under Section 403(b) of the Internal Revenue Code for eligible employees. Employees are eligible to make contributions to the Plan upon employment. Employer contributions are available to all employees who are at least 21 years of age with at least one year of service to the Center. Pursuant to the Plan, eligible employees may contribute a portion of their compensation, subject to a maximum amount per year as specified by law. The Plan allows the Center to make profit-sharing contributions as determined on an annual basis by the Board of Directors. For the years ended June 30, 2021 and 2020, the Center's expense for contributions to the Plan amounted to \$16,376 and \$20,882, respectively.

Note 10. FISCAL AGENT FUNDS

During 2011, the Center became a fiscal agent for a special event. At June 30, 2021 and 2020, the Center maintained a cash balance of \$3,848 on behalf of four organizations who collaborated on the event.

NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 11. LINE OF CREDIT

The Center has an available \$75,000 line of credit with a bank. Any amounts drawn on the line of credit are payable on demand at the bank's prime interest rate plus 1%, as published by the Wall Street Journal. At June 30, 2021 and 2020, there was no outstanding balance on the line of credit.

Note 12. CONCENTRATION OF CREDIT RISK

The Center maintains its cash at a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At June 30, 2021, the Center's uninsured cash balance totaled \$282,366. The Center has a repurchase agreement with the financial institution that provides secured creditor status.

Note 13. SUBSEQUENT EVENTS

New Hampshire Center for Nonprofits and Subsidiary has evaluated subsequent events through November 1, 2021, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2021.

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NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY
CONSOLIDATING STATEMENT OF FINANCIAL POSITION

Year Ended June 30, 2021

	NH Center for Nonprofits	NHCN Insurance Services, LLC	Consolidating Entries	Consolidated Totals
ASSETS				
Cash	\$ 534,287	\$ 48,301	\$ -	\$ 582,588
Accounts receivable	52,356	16,704	(30,000)	39,060
Grants receivable	10,000	-	-	10,000
Investment in NHCN Insurance Services, LLC	34,651	-	(34,651)	-
Prepaid expenses and deposits	12,976	33	-	13,009
Property and equipment, net	3,749	-	-	3,749
Total assets	\$ 648,019	\$ 65,038	\$ (64,651)	\$ 648,406
LIABILITIES AND NET ASSETS				
Accounts payable	\$ 1,385	\$ 30,387	\$ (30,000)	\$ 1,772
Accrued expenses	23,331	-	-	23,331
Fiscal agent funds	3,848	-	-	3,848
Deferred revenue	25,500	-	-	25,500
Total liabilities	54,064	30,387	(30,000)	54,451
Net assets				
Without donor restrictions				
Undesignated	393,862	-	-	393,862
Board-designated	50,000	-	-	50,000
Total without donor restrictions	443,862	-	-	443,862
With donor restrictions	150,093	-	-	150,093
Total net assets	593,955	-	-	593,955
Members' equity	-	64,651	(64,651)	-
Dividends, cumulative	-	(30,000)	30,000	-
Total members' equity	-	34,651	(34,651)	-
Total liabilities and net assets	\$ 648,019	\$ 65,038	\$ (64,651)	\$ 648,406

See independent accountant's review report.

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NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY
CONSOLIDATING STATEMENT OF FINANCIAL POSITION

Year Ended June 30, 2020

	NH Center for Nonprofits	NHCN Insurance Services, LLC	Consolidating Entries	Consolidated Totals
ASSETS				
Cash	\$ 419,361	\$ 35,240	\$ -	\$ 454,601
Accounts receivable	55,023	16,045	(17,500)	53,568
Grants receivable	94,459	-	-	94,459
Investment in NHCN Insurance Services, LLC	33,661	-	(33,661)	-
Prepaid expenses and deposits	6,417	207	-	6,624
Property and equipment, net	6,358	-	-	6,358
Total assets	<u>\$ 615,279</u>	<u>\$ 51,492</u>	<u>\$ (51,161)</u>	<u>\$ 615,610</u>
LIABILITIES AND NET ASSETS				
Accounts payable	\$ 728	\$ 17,831	\$ (17,500)	\$ 1,059
Accrued expenses	26,250	-	-	26,250
Fiscal agent funds	3,848	-	-	3,848
Deferred revenue	96,905	-	-	96,905
Total liabilities	<u>127,731</u>	<u>17,831</u>	<u>(17,500)</u>	<u>128,062</u>
Net assets				
Without donor restrictions				
Undesignated	220,548	-	-	220,548
Board-designated	50,000	-	-	50,000
Total without donor restrictions	270,548	-	-	270,548
With donor restrictions	217,000	-	-	217,000
Total net assets	<u>487,548</u>	<u>-</u>	<u>-</u>	<u>487,548</u>
Members' equity	-	63,661	(63,661)	-
Dividends, cumulative	-	(30,000)	30,000	-
Total members' equity	<u>-</u>	<u>33,661</u>	<u>(33,661)</u>	<u>-</u>
Total liabilities and net assets	<u>\$ 615,279</u>	<u>\$ 51,492</u>	<u>\$ (51,161)</u>	<u>\$ 615,610</u>

See independent accountant's review report.

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NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY

CONSOLIDATING STATEMENT OF ACTIVITIES

Year Ended June 30, 2021

	NH Center for Nonprofits	NHCN Insurance Services, LLC	Consolidating Entries	Consolidated Totals
Revenues and support				
Grant income	\$ 600,720	\$ -	\$ -	\$ 600,720
Membership dues	266,681	-	-	266,681
Fees and registrations	207,732	-	-	207,732
Fundraising and contributions	9,819	-	-	9,819
Commissions	-	77,072	-	77,072
Unrelated business income	75,000	-	(75,000)	-
Support and other fees	91,114	-	-	91,114
Miscellaneous	624	4	-	628
Total revenues and support	1,251,690	77,076	(75,000)	1,253,766
Equity in income of wholly-owned subsidiary	990	-	(990)	-
Total revenues and support	1,252,680	77,076	(75,990)	1,253,766
Expenses				
Program services	928,897	-	-	928,897
Supporting services	99,778	76,086	(75,000)	100,864
Fundraising	60,918	-	-	60,918
Unrelated business expense	56,680	-	-	56,680
Total expenses	1,146,273	76,086	(75,000)	1,147,359
Increase (decrease) in net assets	106,407	990	(990)	106,407
Net assets, beginning of year	487,548	33,661	(33,661)	487,548
Net assets, end of year	\$ 593,955	\$ 34,651	\$ (34,651)	\$ 593,955

See independent accountant's review report.

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NEW HAMPSHIRE CENTER FOR NONPROFITS AND SUBSIDIARY

CONSOLIDATING STATEMENT OF ACTIVITIES

Year Ended June 30, 2020

	NH Center for Nonprofits	NHCN Insurance Services, LLC	Consolidating Entries	Consolidated Totals
Revenues and support				
Grant income	\$ 735,672	\$ -	\$ -	\$ 735,672
Membership dues	272,597	-	-	272,597
Fees and registrations	148,986	-	-	148,986
Fundraising and contributions	10,219	-	-	10,219
Commissions	-	73,654	-	73,654
Unrelated business income	70,000	-	(70,000)	-
Support and other fees	83,010	-	-	83,010
Miscellaneous	361	4	-	365
Total revenues and support	1,320,845	73,658	(70,000)	1,324,503
Equity in income of wholly-owned subsidiary	1,685	-	(1,685)	-
Total revenues and support	1,322,530	73,658	(71,685)	1,324,503
Expenses				
Program services	860,915	-	-	860,915
Supporting services	88,111	71,973	(70,000)	90,084
Fundraising	72,591	-	-	72,591
Unrelated business expense	62,960	-	-	62,960
Total expenses	1,084,577	71,973	(70,000)	1,086,550
Increase (decrease) in net assets	237,953	1,685	(1,685)	237,953
Net assets, beginning of year	249,595	31,976	(31,976)	249,595
Net assets, end of year	\$ 487,548	\$ 33,661	\$ (33,661)	\$ 487,548

See independent accountant's review report.



**NH Center for
NONPROFITS**

194 Pleasant Street, Suite 14 ♦ Concord, NH 03301 ♦ Tel: 603.225.1947

NH Center for Nonprofits – Board of Directors

Robin Abbott
Chief Executive Officer
NH Society of Certified Public Accountants

Borja Alvarez de Toledo
President and CEO
Waypoint

Kathy Beebe *VICE PRESIDENT*
Chief Executive Officer
HAVEN Violence Prevention
& Support Services

Tom Blonski
President & CEO
New Hampshire Catholic Charities

Tom Cronin
Director of Government Relations
University of New Hampshire

Christina Cuzzi
Sr. Manager, Community Relations
Fidelity Investments

Joseph DiBrigida *SECRETARY*
Shareholder
Sheehan Phinney Bass+Green

John Flanders
COO
Granite State Management & Resources

Russell Grazier Jr.
Chief Executive Officer
Portsmouth Music & Arts Center

Terry Knowles
Retired

Sara Kobylenski *PRESIDENT*
Retired nonprofit executive

Claudia Shilo
Retired

Terrence Williams *TREASURER*
President and COO
The Keene Sentinel

Staff to the Board
Kathleen Reardon
Chief Executive Officer
NH Center for Nonprofits

**Laurette Edelmann
Concord, NH**

PROFESSIONAL EXPERIENCE

Self-employed	July 2020 – present
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Independent consultant delivering project management, organizational development, meeting facilitation, financial management and resources to a broad range of small business and nonprofit organizations.

NH Center for Nonprofits, Concord NH	April 2006 – June 2020
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Assistant Director

- Varied responsibilities of administrative and educational/program functions for statewide organization providing organizational development, capacity building resources and advocacy for nonprofits including:
 - Financial management and reporting
 - Human resources and operations management
 - Grants coordination and administration
 - Information and referral services for nonprofit staff and boards
 - Workshop curriculum development and facilitation
 - Cohort-based program development, implementation and evaluation
 - Technical assistance to nonprofit staff and boards
 - Speaker/Contractor vetting and stewardship
 - Corporate compliance and document retention incl. governance documents
 - Special projects management

Familystrength, Concord NH	November 1997 – April 2006
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Interim Executive Director

- Appointed as interim executive director on two occasions during transitions of founding director and short-term successor

Administrative Manager

- Varied responsibilities at statewide nonprofit providing home-based counseling for families at risk of abuse/neglect charges including:
 - Financial management and reporting
 - Human resources
 - Facility and Vendor Management
 - Grants coordination and administration
 - Clinical training coordinator including Speaker/Contractor vetting
 - Corporate compliance and document retention
 - Special projects management (purchase and renovation of building)

Law Office of Christian W. Lund, Fitchburg MA **November 1991 – May 1997**

Legal Assistant

- All aspects of administrative and paralegal support for sole practitioner of general law practice (litigation, criminal defense, real estate closings, abuse/neglect, licensed in MA and NH)
- Accounts Payable/Receivable, management of IOLTA and real estate trust accounts
- Draft correspondence and legal documents (pleadings, contracts and real estate closing documents)

American Founders Life, Phoenix AZ **February 1988 - May 1991**

Claims Analyst (Nov 1988-May 1991):

- Analyze and settle life, disability income, annuity and medical claims
- In-depth knowledge of contract law, underwriting and policy service procedures and guidelines
- Development and implementation of on-line claims processing system
- Correspondence with policyholders, legal counsel, beneficiaries
- Research State and Federal insurance and tax laws

Finance Department Assistant:

- Assist CFO and Investment Accounting Department
- Coordination of inter-department activities
- General Journal accounting entries for stock and cash investment transactions
- Reporting of portfolio market prices, net profit/loss

Vance Financial Group, Phoenix AZ **January 1983 – November 1987**

Executive Assistant:

- Assist President of financial and estate planning firm with marketing and servicing of life insurance, real estate, equities, etc.
- In-depth knowledge and coordination of services and products, sales materials, underwriting and policy service
- Formation and servicing of limited partnerships
- Implementation and training of personnel on various software packages
- Manage group voluntary life insurance benefit plan for statewide hospital system

Investment & Retirement Systems, Phoenix AZ **November 1981 – July 1982**

Assistant to Business Manager:

- Administrative support in financial consulting and actuarial administration firm
- Accounts payable/receivable, payroll, payroll tax ledgers, corporate account reconciliation, maintenance of investment accounts
- Special projects including development and implementation of online accounting system

EDUCATION:

Associates' Degree in Electronic Data Processing, NH Technical Institute, 1981

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Laurette Edelmann	Subcontractor – consultant	n/a	n/a	\$68,637

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

Lori A. Shabinette
Commissioner

Katja S. Fox
Director

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

June 3, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with the New Hampshire Center for Nonprofits (VC#172874-B001), Concord, NH to continue providing governance and management training to Peer Support Agency executive directors, staff, and board of directors, by exercising a contract renewal option by increasing the price limitation by \$8,942.60 from \$8,728 to \$17,670.60 and extending the completion date from June 30, 2021 to June 30, 2022 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 100% Federal Funds.

The original contract was under the MOP 150 \$10,000 threshold and was approved by the Department on August 11, 2020.

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

05-95-92-922010-4120000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92204120	\$8,728	\$0	\$8,728
2021	102-500731	Contracts for Prog Svc	92234120	\$0	\$2,000	\$2,000
2022	102-500731	Contracts for Prog Svc	92204120	\$0	\$6,942.60	\$6,942.60
			Subtotal	\$8,728	\$8,942.60	\$17,670.60

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

EXPLANATION

This request is **Sole Source** because this amendment increases the cumulative value of the contract above the MOP 150 \$10,000 threshold. New Hampshire Center for Nonprofits is a statewide nonprofit association dedicated to strengthening and giving voice to the state's nonprofit sector. Its programs are designed to advance the capacity of nonprofits by providing board and staff leaders with the information, resources, and tools they need to manage and govern effectively. The Center has a successful record of working collaboratively with the Bureau of Mental Health over the past several years. The Center has successfully delivered leadership and governance training for New Hampshire's Peer Support Agencies through a sole source contract with DHHS since 2019. This training series will build upon prior trainings to strengthen governance, management, and fiscal oversight at the Peer Support Agencies.

The purpose of this request is to renew the existing contract to continue providing governance and management training to Peer Support Agency executive directors, staff, and board of directors in order to improve the management of the agencies.

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

The Contractor will facilitate in-person and/or virtual group workshops.

The Department will monitor contracted services by ensuring a minimum of 80% of all participants demonstrate an increased knowledge of governance, finance, fundraising, operations, human resources, and Board of Directors roles and responsibilities.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the original 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. The Department is exercising its option to renew services for one (1) of the two (2) years available.

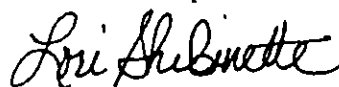
Should the Governor and Council not authorize this request Peer Support Agency directors and staff will not have access to training intended to enhance contract management, increase sustainability, improve service results and adjust program delivery and policy based on successful outcomes.

Area served: Statewide

Source of Funds: CFDA #93.958, FAIN #B09SM082617-01.

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. Shabinette
Commissioner

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

This Amendment to the Skill Building Workshops for Peer Support Centers contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the New Hampshire Center for Nonprofits ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department on August 11, 2020, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$17,670.60
3. Modify Exhibit B, Section 1., Scope of Services, Subsection 1.5 to read:
 - 1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2022 and the Department shall not be liable for any payments for services provided after June 30, 2022.
4. Modify Exhibit B, Section 1., Scope of Services, Subsection 1.6 to read:
 - 1.6. Reserved.
5. Modify Exhibit B, Section 1., Scope of Services, Subsection 1.7 to read:
 - 1.7. The Contractor shall provide each PSA with registration to select skill-building workshops offered as part of the Contractors' general programs at a value not to exceed \$500.00.
6. Modify Exhibit B, Section 1., Scope of Services, Subsection 1.8 to read:
 - 1.8. The Contractor shall begin to facilitate in-person or virtual group workshops within sixty (60) days of the first amendment effective date and offer subsequent workshops throughout the contract period as approved by the Department.
7. Modify Exhibit B, Section 1., Scope of Services, Subsection 1.10 to read:
 - 1.10 The Contractor shall provide each PSA with one (1) subscription to GrantStation, an online database of:
 - 1.10.1. Funding sources.
 - 1.10.2. Tools to build a strong grants strategy.
 - 1.10.3. Step-by-step tutorials to write winning proposals.
8. Modify Exhibit B, Section 1., Scope of Services, Subsection 1.11., Paragraph 1.11.2. to read:
 - 1.11.2. Ensure space is reserved for PSA Board of Directors (BOD) to participate in skill-building

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workshops.

9. Modify Exhibit B, Section 1., Scope of Services, Subsection 1.12. to read:

1.12. The Contractor shall conduct post-workshop evaluations and provide summary evaluation results to the Department no later than thirty (30) days after the completion of each boardroom training.

10. Modify Exhibit B, Section 1., Scope of Services, Subsection 1.15., Paragraph 1.15.1. to read:

1.15.1. Provide training curricula to the Department prior to each customized board training; and

11. Modify Exhibit B, Section 1., Scope of Services, by adding Subsection 1.16. to read:

1.16. The Contractor shall facilitate one (1) customized Board of Directors (BOD) training for each of the eight (8) PSAs. Topics, to be determined by the Department, PSA Executive Director, and Board of Director President, will include, but are not limited to:

1.16.1. Governance

1.16.2. Finance

1.16.3. Fundraising

1.16.4. Operations

1.16.5. Human Resources

1.16.6. BOD roles and responsibilities

12. Modify Exhibit B, Section 3., Reporting Requirements, Subsection 3.1., Paragraph 3.1.4 to read:

3.1.4 Post-test evaluation for, at minimum, the customized boardroom trainings

13. Modify Exhibit B, Section 4., Performance Measures, Subsection 4.1. to read:

1.12. The Contractor shall ensure all eight (8) peer support agencies are given access to online platforms as referenced in Subsection 1.9. and Subsection 1.10.

14. Modify Exhibit B, Section 4., Performance Measures, Subsection 4.2. to read:

4.2. The Contractor shall ensure a minimum of 80% of all participants shall express an increased knowledge of the customized training topics, which may include:

4.2.1. Governance

4.2.2. Finance

4.2.3. Fundraising

4.2.4. Human resources

4.2.5. BOD roles and responsibilities

15. Modify Exhibit B, Section 5., Deliverables, to read:

5. Deliverables

5.1. The Contractor shall identify skill-building workshop opportunities within 60 days of the contract effective date.

5.2. The Contractor shall establish a schedule for all eight (8) board of director trainings within 60 days of the first amendment effective date unless otherwise approved by the Department.

5.3. The Contractor shall establish training locations or virtual delivery platform within 30 days of the first amendment effective date unless otherwise approved by the Department.

- 5.4. The Contractor shall provide participant feedback survey information to the Department within 30 days of each customized board training completion date.
- 5.5. The Contractor shall grant access to the proprietary online resources within 14 days of the first amendment effective date.
16. Modify Exhibit C, Payment Terms, Section 2, by adding the following:
 - 2.2. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.331.
17. Modify Exhibit C, Payment Terms, Section 3 to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-2, Budget and Exhibit C-2, Amendment #1, Budget.
18. Modify Exhibit C, Payment Terms, Section 4 to read:
 4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2. Ensure the invoice identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 4.3. Provide supporting documentation of authorized expenses that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
19. Add Exhibit C-2 Amendment1, Budget, which is attached hereto and incorporated by reference herein.
20. Add Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 subject to Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/15/2021

Date

DocuSigned by:

Katja Fox

ED900580-003442...

Name: Katja Fox

Title: Director

New Hampshire Center for Nonprofits

6/15/2021

Date

DocuSigned by:

Kathleen Reardon

6803A4F0555427

Name: Kathleen Reardon


Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021

Date

DocuSigned by:

B5C49702C3204E...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-2
Amendment #1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: New Hampshire Center for Nonprofits

Budget Request for: Skill Building Workshops for Peer Support Centers

Budget Period: SFY 2022: 7/1/2021 - 6/30/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 355.00	\$ 35.50	\$ 390.50	\$ -	\$ -	\$ -	\$ 355.00	\$ 35.50	\$ 390.50
2. Employee Benefits	\$ 71.00	\$ 7.10	\$ 78.10	\$ -	\$ -	\$ -	\$ 71.00	\$ 7.10	\$ 78.10
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 840.00	\$ 84.00	\$ 924.00	\$ -	\$ -	\$ -	\$ 840.00	\$ 84.00	\$ 924.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 484.00	\$ 48.40	\$ 532.40	\$ -	\$ -	\$ -	\$ 484.00	\$ 48.40	\$ 532.40
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify below in narrative)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In the Boardrooms Workshops	\$ 2,400.00	\$ 240.00	\$ 2,640.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 240.00	\$ 2,640.00
Registration fees	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 400.00	\$ 4,400.00
TOTAL	\$ 8,130.00	\$ 812.60	\$ 8,942.60	\$ -	\$ -	\$ -	\$ 8,130.00	\$ 812.60	\$ 8,942.60

Indirect As A Percent of Direct

10.0%

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

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Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Subject: Skill Building Workshops for Peer Support Centers (SS-2021-DBH-02-SKILL-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**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Center for Nonprofits		1.4 Contractor Address 194 Pleasant Street, Suite 14 Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-1947	1.6 Account Number 05-095-092-922010-41200000	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$8,728
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <i>Kathleen O. Reardon</i> Date: 8/7/20		1.12 Name and Title of Contractor Signatory Kathleen Reardon, CEO	
1.13 State Agency Signature <i>Katja S. Fox</i> Date: 8/10/20		1.14 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By _____ Director On _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By <i>Contracts Division</i> On 8/11/20			
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.

New Hampshire Department of Health and Human Services
Skill Building Workshops for Peer Support Centers
EXHIBIT A



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional year(s) 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

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**New Hampshire Department of Health and Human Services
Skill Building Workshops for Peer Support Centers**

Exhibit B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide governance and management training to consumer-run Peer Support Agency (PSA) Executive Directors, staff, and Board of Directors to improve the management of the PSAs.
- 1.2. The Contractor shall ensure services are available in New Hampshire.
- 1.3. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.4. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2021 and the Department shall not be liable for any payments for services provided after June 30, 2021.
- 1.6. The Contractor shall determine necessary training topics for three (3) customized webinars in which identified training topics will be covered, in consultation with Bureau of Mental Health Services (BMHS) and PSA Executive Directors, to be presented by topic experts, as approved by the department.
- 1.7. The Contractor shall provide each PSA with registration to select skill building workshops offered as part of the Contractor's general programs at a value not to exceed \$400.00.
- 1.8. The Contractor shall begin to facilitate in-person or virtual group workshops within thirty (30) days of the contract effective date and offer subsequent workshops throughout the contract period as approved by the Department.
- 1.9. The Contractor shall provide PSA staff and board members access to the online platform NonprofitNext that provides tools, templates, webinars and resources that address common nonprofit challenges that shall include, at a minimum:
 - 1.9.1. Policies.
 - 1.9.2. Human resources.
 - 1.9.3. Governance issues.
 - 1.9.4. Operations.
- 1.10. The Contractor shall provide each PSA with a minimum of one (1) subscription to GrantStation, an online database of:
 - 1.10.1. Funding sources.
 - 1.10.2. Tools to build a strong grants strategy.
 - 1.10.3. Step-by-step tutorials to write winning proposals.
- 1.11. The Contractor shall coordinate logistics for all workshops and sessions, including but not limited to ensuring:



**New Hampshire Department of Health and Human Services
Skill Building Workshops for Peer Support Centers**

Exhibit B

- 1.11.1. All in-person training sessions are provided in locations that are central to all PSAs.
 - 1.11.2. Ensure space is reserved for PSA Board of Directors (BOD) to participate in customized webinars
 - 1.11.3. Offer virtual trainings and webinars in the event in-person trainings cannot be held due to COVID-19 state and CDC guidelines
 - 1.12. The Contractor shall conduct post-workshop evaluations and provide summary evaluation results to the Department no later than thirty (30) days prior to the contract completion date.
 - 1.13. The Contractor shall assess the need for online delivery of additional curricula on a continuous basis. The Contractor shall:
 - 1.13.1. Conduct a needs assessment with the PSAs to determine needed training topics; and
 - 1.13.2. Routinely inform the PSAs, via email, of related online trainings and resources available through the Contractor or other capacity-building organizations in NH.
 - 1.14. The Contractor shall collaborate with the Department to update and maintain training curricula.
 - 1.15. The Contractor shall:
 - 1.15.1. Provide training curricula to the Department prior to each training; and
 - 1.15.2. Work with the Department to improve the curricula after each training, as needed.
- 2. Exhibits Incorporated**
 - 2.1. The Contractor shall comply with all Exhibits D through J, which are attached hereto and incorporated by reference herein.
- 3. Reporting Requirements**
 - 3.1. The Contractor shall provide an aggregate report of all workshop evaluations within ten (10) days prior to the contract completion date, which shall include but not be limited to:
 - 3.1.1. Attendance.
 - 3.1.2. Name of attendee
 - 3.1.3. Their role or title
 - 3.1.4. Post-test evaluation for, at minimum, the customized webinars
- 4. Performance Measures**
 - 4.1. The Contractor shall ensure 100% of all participants are given access to online platforms as referenced in Subsection 1.9. and Subsection 1.10.
 - 4.2. The Contractor shall ensure a minimum of eighty (80) percent of all participants shall express an increased knowledge of the following customized training topics
 - 4.2.1. Governance



New Hampshire Department of Health and Human Services Skill Building Workshops for Peer Support Centers

Exhibit B

- 4.2.2. Finance
- 4.2.3. Fundraising
- 4.2.4. Human resources
- 4.2.5. BOD roles and responsibilities
- 4.3. 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.
- 4.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.5. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Deliverables

- 5.1. The Contractor shall develop workshop curricula within sixty (60) days of the contract effective date.
- 5.2. The Contractor shall establish training locations or virtual delivery platform within thirty (30) days of the contract effective date.
- 5.3. The Contractor shall provide participant feedback survey information to the Department within ten (10) days prior to the contract completion date.
- 5.4. The Contractor shall grant access to the proprietary online resources within fourteen (14) days of the contract effective date.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

- 6.1.1. 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.

6.2. Culturally and Linguistically Appropriate Services (CLAS)

- 6.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

7. Records

- 7.1. The Contractor shall keep records that include, but are not limited to:
 - 7.1.1. 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;
 - 7.1.2. All records must be maintained in accordance with accounting procedures and

**New Hampshire Department of Health and Human Services
Skill Building Workshops for Peer Support Centers**



Exhibit B

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.

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

**New Hampshire Department of Health and Human Services
Skill Building Workshops for Peer Support Centers
EXHIBIT C**



Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal Funds from US Department of Health and Human Services, Substance Abuse and Mental Health Service Administration, Mental Health Block Grant, CFDA #93.958, FAIN B09SM010035-19.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice 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. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

DBH- BMHS Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. 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.
7. 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.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable

**New Hampshire Department of Health and Human Services
Skill Building Workshops for Peer Support Centers
EXHIBIT C**



to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Skill Building Workshops for Peer Support Centers

Exhibit C-#

New Hampshire Department of Health and Human Services											
Contractor name: New Hampshire Center for Nonprofits											
Budget Request for: Skill Building Workshops for Peer Support Centers											
Budget Period: SFY 2021: 9/1/2020 - 6/30/2021											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 2,475.00	\$ -	\$ 2,475.00	\$ -	\$ -	\$ -	\$ 2,475.00	\$ -	\$ 2,475.00		
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3. Consultants	\$ 2,125.00	\$ -	\$ 2,125.00	\$ -	\$ -	\$ -	\$ 2,125.00	\$ -	\$ 2,125.00		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ 928.00	\$ -	\$ 928.00	\$ -	\$ -	\$ -	\$ 928.00	\$ -	\$ 928.00		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other: Registration Fees	\$ 3,200.00	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -	\$ 3,200.00	\$ -	\$ 3,200.00		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 8,728.00	\$ -	\$ 8,728.00	\$ -	\$ -	\$ -	\$ 8,728.00	\$ -	\$ 8,728.00		
Indirect As A Percent of Direct 0.0%											

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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: New Hampshire Center for Nonprofits

Kathleen D. Reardon

8/7/20

Date

Name: Kathleen Reardon

Title: CEO

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: New Hampshire Center for Nonprofits

8/7/20

Date

Kathleen D. Reardon

Name: Kathleen Reardon

Title: CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

KR

Date 8/7/20

New Hampshire Department of Health and Human Services
Exhibit F



**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 (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: New Hampshire Center for Nonprofits

8/7/20

Date

A handwritten signature in black ink, appearing to read "Kathleen D. Reardon".

Name: Kathleen Reardon
Title: CEO

KR

New Hampshire Department of Health and Human Services
Exhibit G



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

The 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

KR

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: New Hampshire Center for Nonprofits

8/7/20

Date

A handwritten signature in black ink, appearing to read "Kathleen D. Reardon", is written over a horizontal line.

Name: Kathleen Reardon

Title: CEO

Exhibit G

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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: New Hampshire Center for Nonprofits

8/7/20

Date

A handwritten signature in black ink, appearing to read "Kathleen D. Reardon".

Name: Kathleen Reardon

Title: CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Contractor Initials KR

Date 8/7/20

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials

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Date 8/7/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services
The State

Kent S. FX
Signature of Authorized Representative

Kent S. FX
Name of Authorized Representative

Director
Title of Authorized Representative

8/10/2020
Date

New Hampshire Center for Nonprofits
Name of the Contractor

Kathleen D. Reardon
Signature of Authorized Representative

Kathleen Reardon
Name of Authorized Representative
CEO

8/7/20
Title of Authorized Representative
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: New Hampshire Center for Nonprofits

8/7/20

Date

Kathleen D Reardon

Name: Kathleen Reardon

Title: CEO

KR



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

FORM A

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

1. The DUNS number for your entity is: 791376317
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: _____