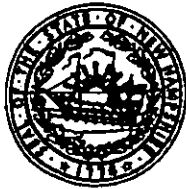


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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH**

Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

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, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed \$7,586,542 to operate Peer Support Agencies for the provision of peer support to individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services, with the option to renew for up to four (4) additional years, effective July, 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 39% Federal Funds. 61% General Funds.

Contractor Name	Vendor Code	Area Served & Office Locations	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Region VIII Portsmouth	\$706,686
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Region VI Nashua	\$1,125,368
Infinity Peer Support Cooperative (Rochester)	157797-B001	Region IX Rochester	\$560,608
Lakes Region Consumer Advisory Board (Laconia, NH)	157060-B001	Regions III & IV Laconia & Concord	\$980,936
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Region V Keene	\$799,798
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Regions VII & X Manchester & Derry	\$1,193,564
The Alternative Life Center (Conway, NH)	168081-B001	Region I Conway, Colebrook, Littleton, & Berlin	\$1,245,310
The Stepping Stone Drop-In Center Association (Claremont, NH)	157697-B001	Region II Claremont & Lebanon	\$974,272
		<b>Total:</b>	<b>\$7,586,542</b>

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

**See attached fiscal details.**

### **EXPLANATION**

The purpose of this request is to operate Peer Support Agencies (PSA) for the provision of peer support for individuals 18 years of age or older who self-identify as a current or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.

Approximately 2,500 individuals will be served during State Fiscal Years 2023 and 2024.

New Hampshire's 10-year mental health plan emphasizes the importance of increasing access to and utilization of peer services. PSAs are physically located in each of the ten (10) Mental Health Regions wherein trained peers provide Intentional Peer Support (IPS) that helps individuals become more empowered and less dependent on the clinical mental health system. Contractors will provide peer support services that foster recovery from mental illness and promote self-advocacy. By providing peer support, peer education, and peer programming, the Contractors will assist individuals to develop skills to manage and cope with symptoms of illness, and to identify and use natural supports. Warmline services will be available statewide through telephonic peer support to assist individuals with addressing a current crisis related to their mental health during hours when a PSA is closed for services. Peer Respite, a 24-hour short-term, seven (7) day, non-clinical program designed as an alternative to hospitalization will also be offered in Mental Health Regions V and VI.

The Department will monitor services by reviewing monthly, quarterly, and annual reports provided by the Contractor.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, individuals in need of peer support services that facilitate wellness and recovery from mental illness will not receive peer support services; leaving them at risk of needing mental health services from the Community Mental Health Centers and/or from local hospitals, which are more costly alternatives to peer support services.

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

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 1-4 and 7-10

	Maximum Points Available	(R1) Alternative Life Center	(R1) TrueCare24	(R2) The Stepping Stone Drop-in Center Association	(R3) Lakes Region Consumer Advisory Board	(R4) Lakes Region Consumer Advisory Board	(R7) On the Road to Wellness	(R8) Connections Peer Support Center	(R9) Infinity Peer Support	(R10) On the Road to Wellness
Technical										
Ability Q1	40	33	15	38	20	20	40	40	25	40
Staffing Q2	25	20	7	20	7	7	24	24	12	24
Collaboration Q3	30	26	5	27	15	15	26	30	15	26
<b>TOTAL POINTS</b>	<b>95</b>	<b>79</b>	<b>27</b>	<b>85</b>	<b>42</b>	<b>42</b>	<b>90</b>	<b>94</b>	<b>52</b>	<b>90</b>

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

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

Project ID # RFA-2023-BMHS-01-PEERS

Project Title Peer Support Agencies Regions 5 and 6

	Maximum Points Available	(R5) Monadnock Area Peer Support Agency	(R6) H.E.A.R.T.S PSA
Technical			
Ability Q1	40	40	32
Staffing Q2	25	24	16
Collaboration Q3	30	30	29
Ability for Peer Respite Q4	40	40	20
Experience with Peer Respite Q5	25	23	20
<b>TOTAL POINTS</b>	<b>160</b>	<b>157</b>	<b>117</b>

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Ayla Kendall</u>	<u>Program Planning and Review Specialist</u>
2 <u>Thomas Grinley</u>	<u>Program Planning and Review Specialist</u>
3 <u>Sara Suter</u>	<u>Recovery Program Specialist</u>
4 <u>Tiffany Crowell</u>	<u>Nurse Administrator</u>
5 <u>Tanja Godtfredsen</u>	<u>Business Administrator II</u>

Financial Detail

05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV,  
BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES

100% General Funds

Activity Code: 92204118

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svcs	102-500731	\$ 207,238.00	\$ -	\$ 207,238.00
2024	Contracts for Prog Svcs	102-500731	\$ 207,238.00	\$ -	\$ 207,238.00
<b>Subtotal</b>			<b>\$ 414,476.00</b>	<b>\$ -</b>	<b>\$ 414,476.00</b>

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svcs	102-500731	\$ 134,408.00	\$ -	\$ 134,408.00
2024	Contracts for Prog Svcs	102-500731	\$ 134,408.00	\$ -	\$ 134,408.00
<b>Subtotal</b>			<b>\$ 268,816.00</b>	<b>\$ -</b>	<b>\$ 268,816.00</b>

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svcs	102-500731	\$ 163,242.00	\$ -	\$ 163,242.00
2024	Contracts for Prog Svcs	102-500731	\$ 163,242.00	\$ -	\$ 163,242.00
<b>Subtotal</b>			<b>\$ 326,484.00</b>	<b>\$ -</b>	<b>\$ 326,484.00</b>

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svcs	102-500731	\$ 133,098.00	\$ -	\$ 133,098.00
2024	Contracts for Prog Svcs	102-500731	\$ 133,098.00	\$ -	\$ 133,098.00
<b>Subtotal</b>			<b>\$ 266,196.00</b>	<b>\$ -</b>	<b>\$ 266,196.00</b>

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svcs	102-500731	\$ 209,553.00	\$ -	\$ 209,553.00
2024	Contracts for Prog Svcs	102-500731	\$ 209,553.00	\$ -	\$ 209,553.00
<b>Subtotal</b>			<b>\$ 419,106.00</b>	<b>\$ -</b>	<b>\$ 419,106.00</b>

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svcs	102-500731	\$ 198,627.00	\$ -	\$ 198,627.00
2024	Contracts for Prog Svcs	102-500731	\$ 198,627.00	\$ -	\$ 198,627.00
<b>Subtotal</b>			<b>\$ 397,254.00</b>	<b>\$ -</b>	<b>\$ 397,254.00</b>

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svcs	102-500731	\$ 117,604.00	\$ -	\$ 117,604.00
2024	Contracts for Prog Svcs	102-500731	\$ 117,604.00	\$ -	\$ 117,604.00
<b>Subtotal</b>			<b>\$ 235,208.00</b>	<b>\$ -</b>	<b>\$ 235,208.00</b>

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svcs	102-500731	\$ 65,598.00	\$ -	\$ 65,598.00
2024	Contracts for Prog Svcs	102-500731	\$ 65,598.00	\$ -	\$ 65,598.00

Financial Detail

Subtotal			\$ 131,196.00	\$ -	\$ 131,196.00
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SUB TOTAL			\$ 2,458,736.00	\$ -	\$ 2,458,736.00
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05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120

<b>The Alternative Life Center</b>					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	\$ 237,516.00	\$ -	\$ 237,516.00
2024	Grants for Pub Asst and Rel	074-500589	\$ 237,516.00	\$ -	\$ 237,516.00
<b>Subtotal</b>			<b>\$ 475,032.00</b>	<b>\$ -</b>	<b>\$ 475,032.00</b>

<b>The Stepping Stone Drop-In Center Association</b>					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	\$ 213,546.00	\$ -	\$ 213,546.00
2024	Grants for Pub Asst and Rel	074-500589	\$ 213,546.00	\$ -	\$ 213,546.00
<b>Subtotal</b>			<b>\$ 427,092.00</b>	<b>\$ -</b>	<b>\$ 427,092.00</b>

<b>Lakes Region Consumer Advisory Board</b>					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	\$ 187,092.00	\$ -	\$ 187,092.00
2024	Grants for Pub Asst and Rel	074-500589	\$ 187,092.00	\$ -	\$ 187,092.00
<b>Subtotal</b>			<b>\$ 374,184.00</b>	<b>\$ -</b>	<b>\$ 374,184.00</b>

<b>Monadnock Area Peer Support Agency</b>					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	\$ 152,544.00	\$ -	\$ 152,544.00
2024	Grants for Pub Asst and Rel	074-500589	\$ 152,544.00	\$ -	\$ 152,544.00
<b>Subtotal</b>			<b>\$ 305,088.00</b>	<b>\$ -</b>	<b>\$ 305,088.00</b>

<b>H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI</b>					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	\$ 192,364.00	\$ -	\$ 192,364.00
2024	Grants for Pub Asst and Rel	074-500589	\$ 192,364.00	\$ -	\$ 192,364.00
<b>Subtotal</b>			<b>\$ 384,728.00</b>	<b>\$ -</b>	<b>\$ 384,728.00</b>

<b>On the Road to Recovery, Inc.</b>					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	\$ 227,646.00	\$ -	\$ 227,646.00
2024	Grants for Pub Asst and Rel	074-500589	\$ 227,646.00	\$ -	\$ 227,646.00
<b>Subtotal</b>			<b>\$ 455,292.00</b>	<b>\$ -</b>	<b>\$ 455,292.00</b>

<b>Connections Peer Support Center</b>					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	\$ 134,784.00	\$ -	\$ 134,784.00
2024	Grants for Pub Asst and Rel	074-500589	\$ 134,784.00	\$ -	\$ 134,784.00
<b>Subtotal</b>			<b>\$ 269,568.00</b>	<b>\$ -</b>	<b>\$ 269,568.00</b>

<b>Tri-City Consumers' Action Co-operative</b>					
Vendor # 157797					

Financial Detail

State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Grants for Pub Asst and Rel	074-500589	\$ 134,619.00	\$ -	\$ 134,619.00
2024	Grants for Pub Asst and Rel	074-500589	\$ 134,619.00	\$ -	\$ 134,619.00
<b>Subtotal</b>			<b>\$ 269,238.00</b>	<b>\$ -</b>	<b>\$ 269,238.00</b>

<b>SUB TOTAL</b>			<b>\$ 2,960,222.00</b>	<b>\$ -</b>	<b>\$ 2,960,222.00</b>
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05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT					
100% General Funds					
Activity Code: 92204117					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 177,901.00	\$ -	\$ 177,901.00
2024	Contracts for Prog Svs	102-500731	\$ 177,901.00	\$ -	\$ 177,901.00
<b>Subtotal</b>			<b>\$ 355,802.00</b>	<b>\$ -</b>	<b>\$ 355,802.00</b>

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 139,182.00	\$ -	\$ 139,182.00
2024	Contracts for Prog Svs	102-500731	\$ 139,182.00	\$ -	\$ 139,182.00
<b>Subtotal</b>			<b>\$ 278,364.00</b>	<b>\$ -</b>	<b>\$ 278,364.00</b>

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 140,134.00	\$ -	\$ 140,134.00
2024	Contracts for Prog Svs	102-500731	\$ 140,134.00	\$ -	\$ 140,134.00
<b>Subtotal</b>			<b>\$ 280,268.00</b>	<b>\$ -</b>	<b>\$ 280,268.00</b>

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 114,257.00	\$ -	\$ 114,257.00
2024	Contracts for Prog Svs	102-500731	\$ 114,257.00	\$ -	\$ 114,257.00
<b>Subtotal</b>			<b>\$ 228,514.00</b>	<b>\$ -</b>	<b>\$ 228,514.00</b>

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 160,767.00	\$ -	\$ 160,767.00
2024	Contracts for Prog Svs	102-500731	\$ 160,767.00	\$ -	\$ 160,767.00
<b>Subtotal</b>			<b>\$ 321,534.00</b>	<b>\$ -</b>	<b>\$ 321,534.00</b>

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 170,509.00	\$ -	\$ 170,509.00
2024	Contracts for Prog Svs	102-500731	\$ 170,509.00	\$ -	\$ 170,509.00
<b>Subtotal</b>			<b>\$ 341,018.00</b>	<b>\$ -</b>	<b>\$ 341,018.00</b>

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 100,955.00	\$ -	\$ 100,955.00
2024	Contracts for Prog Svs	102-500731	\$ 100,955.00	\$ -	\$ 100,955.00
<b>Subtotal</b>			<b>\$ 201,910.00</b>	<b>\$ -</b>	<b>\$ 201,910.00</b>

Financial Detail

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 80,087.00	\$ -	\$ 80,087.00
2024	Contracts for Prog Svs	102-500731	\$ 80,087.00	\$ -	\$ 80,087.00
<b>Subtotal</b>			<b>\$ 160,174.00</b>	<b>\$ -</b>	<b>\$ 160,174.00</b>

<b>SUB TOTAL</b>			<b>\$ 2,167,584.00</b>	<b>\$ -</b>	<b>\$ 2,167,584.00</b>
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<b>TOTAL</b>			<b>\$ 7,586,542.00</b>	<b>\$ -</b>	<b>\$ 7,586,542.00</b>
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Summary by Vendor	Total Amount
The Alternative Life Center	\$ 1,245,310.00
The Stepping Stone Drop-In Center Association	\$ 974,272.00
Lakes Region Consumer Advisory Board	\$ 980,936.00
Monadnock Area Peer Support Agency	\$ 799,798.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	\$ 1,125,368.00
On the Road to Recovery, Inc.	\$ 1,193,564.00
Connections Peer Support Center	\$ 706,686.00
Tri-City Consumers' Action Co-operative	\$ 560,608.00
<b>Total</b>	<b>\$ 7,586,542.00</b>



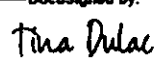
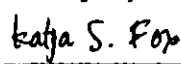
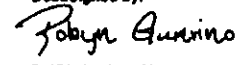
Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-01)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Connections Peer Support Center		1.4 Contractor Address 544 Islington Street Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 427-6966	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$706,686
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Tina Dulac Interim E.D.	
1.13 State Agency Signature DocuSigned by:  Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/7/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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Peer Support Agencies**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

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

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

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

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

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

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

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**EXHIBIT B**

Scope of Services

**1. Statement of Work**

- 1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.
- 1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 8.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.
- 1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:
  - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
  - 1.6.2. May include individuals who are homeless.
- 1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.8. Peer Support Services:
  - 1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:
    - 1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:
      - 1.8.1.1.1. Intentional Peer Support (IPS).
      - 1.8.1.1.2. Wellness Recovery Action Planning.

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**EXHIBIT B**

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- 1.8.1.1.3. Whole Health Management.
- 1.8.1.1.4. Setting boundaries.
- 1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.
- 1.8.1.1.6. Wellness.
- 1.8.1.1.7. Stress management.
- 1.8.1.1.8. Addressing trauma.
- 1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 1.8.1.2.1. Smoking cessation.
  - 1.8.1.2.2. Weight loss.
  - 1.8.1.2.3. Nutrition and Cooking.
  - 1.8.1.2.4. Physical exercise.
  - 1.8.1.2.5. Mindfulness activities including, but not limited to:
    - 1.8.1.2.5.1. Yoga.
    - 1.8.1.2.5.2. Meditation.
    - 1.8.1.2.5.3. Journaling.
- 1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
  - 1.8.1.3.1. Arts and crafts.
  - 1.8.1.3.2. Music expression.
  - 1.8.1.3.3. Creative writing.
  - 1.8.1.3.4. Cooking.
  - 1.8.1.3.5. Sewing.
  - 1.8.1.3.6. Gardening.
  - 1.8.1.3.7. Movies.
- 1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

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- 1.8.1.4.1. Online blogs or articles that relate to mental health.
- 1.8.1.4.2. Obtaining employment.
- 1.8.1.4.3. Budgeting.
- 1.8.1.4.4. Decision-making.
- 1.8.1.4.5. Self-advocacy.
- 1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:
  - 1.8.2.1. Visiting a natural setting.
  - 1.8.2.2. Volunteering opportunities.
  - 1.8.2.3. Visiting a museum.
  - 1.8.2.4. Visiting a local historical site.
  - 1.8.2.5. Visiting local farms or gardens.
- 1.8.3. The Contractor shall ensure PSA's are:
  - 1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
  - 1.8.3.2. At a physical location and/or building that is:
    - 1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and
    - 1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.
- 1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:
  - 1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
  - 1.8.4.2. Individual and group-based services including, but not limited-to, in person, by phone and virtual or a HIPAA compliant online platform.
- 1.8.5. The Contractor shall provide PSA's based on the Substance Abuse



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and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

- 1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;
  - 1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;
  - 1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;
  - 1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;
  - 1.8.5.5. Encourages informed decision-making about all aspects of people's lives;
  - 1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - 1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and
  - 1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.
- 1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:
- 1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;
  - 1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and
  - 1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:
    - 1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

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- 1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;
  - 1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;
  - 1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and
  - 1.8.6.3.5. May include outreach calls.
- 1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:
- 1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;
  - 1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;
  - 1.8.7.3. Include member articles and contributions; and
  - 1.8.7.4. Include other relevant topics that might be of interest to members and participants.
- 1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:
- 1.8.8.1. Rights Protection.
  - 1.8.8.2. Peer Advocacy.
  - 1.8.8.3. Recovery.
  - 1.8.8.4. Employment.
  - 1.8.8.5. Wellness Management.
  - 1.8.8.6. Community Resources.
- 1.8.9. The Contractor shall provide individual peer support services to ensure individuals:
- 1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

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- 1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and
- 1.8.9.3. Can self-advocate.
- 1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:
  - 1.8.10.1. Information relative to obtaining and maintaining competitive employment.
  - 1.8.10.2. Referrals to community mental health center employment programs.
  - 1.8.10.3. Employment-related activities that include, but are not limited to:
    - 1.8.10.3.1. Resume writing.
    - 1.8.10.3.2. Interviewing techniques.
    - 1.8.10.3.3. Completing employment applications.
- 1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:
  - 1.8.11.1. Stigma of mental illness, wellness and recovery;
  - 1.8.11.2. Peer support and wellness services; and
  - 1.8.11.3. The peer support community.
- 1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:
  - 1.8.12.1. Preparing for appointments.
  - 1.8.12.2. Taking notes.
  - 1.8.12.3. Utilizing the physician's desk reference book as a resource.
- 1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.
- 1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:
  - 1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

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homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

- 1.8.14.1.1. Peer support services.
- 1.8.14.1.2. Wellness and recovery activities.
- 1.8.14.1.3. Annual conferences.
- 1.8.14.1.4. Regional meetings.
- 1.8.14.1.5. Council meetings.
- 1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:
  - 1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.
  - 1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.
  - 1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.
- 1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.
- 1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.
- 1.8.14.5. Acknowledge funding from the Department to support transportation costs:
  - 1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.
  - 1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership

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application to join and support the activities and mission of the PSA.

- 1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:
  - 1.8.16.1. The minimum engagement policy.
  - 1.8.16.2. Suspension of membership policy.
  - 1.8.16.3. Membership rules.
  - 1.8.16.4. Attestation that the consumer supports the mission of the PSA.
- 1.8.17. The Contractor shall provide services to:
  - 1.8.17.1. Both members and non-members.
  - 1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.
- 1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
  - 1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
  - 1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
    - 1.8.19.1.1. Individuals name.
    - 1.8.19.1.2. Date of written grievance.
    - 1.8.19.1.3. Nature and subject of the grievance.
    - 1.8.19.1.4. A method to submit an anonymous grievance.
  - 1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
  - 1.8.19.3. A method to track grievances.
  - 1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

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- 1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.
- 1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.
- 1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.
- 1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.
- 1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.
- 1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:
  - 1.8.25.1. Mental health service providers.
  - 1.8.25.2. Area homeless shelters.
  - 1.8.25.3. Community action programs.
  - 1.8.25.4. Housing agencies.
- 1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.
- 1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:
  - 1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

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- 1.8.27.2. Any review may result in a report and potential corrective action plan.
- 1.8.28. The Contractor shall participate in quality assurance reviews as follows:
  - 1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.
  - 1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:
    - 1.8.28.2.1. Data.
    - 1.8.28.2.2. Financial records.
    - 1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.5. Scheduled phone access to Contractor principals and staff.
- 1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
  - 1.8.29.1. Participating in bi-annual quality improvement review.
  - 1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
  - 1.8.29.4. Reviewing personnel files for completeness.
  - 1.8.29.5. Reviewing the grievance process.
- 1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.
- 1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.
- 1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

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- 1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
  - 1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.
  - 1.8.33.3. Annual wellness training is available to staff.
  - 1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.
  - 1.8.33.5. All personnel and training records are current and available to the Department, as requested.
- 1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
- 1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:
- 1.8.35.1. The individual's name is on the BEAS State Registry;
  - 1.8.35.2. The individual has a criminal record of a felony conviction;  
or
  - 1.8.35.3. The individual has a record of any misdemeanor conviction involving:
    - 1.8.35.3.1. Physical or sexual assault;
    - 1.8.35.3.2. Violence;
    - 1.8.35.3.3. Exploitation;
    - 1.8.35.3.4. Child pornography;
    - 1.8.35.3.5. Threatening or reckless conduct;
    - 1.8.35.3.6. Theft;
    - 1.8.35.3.7. Driving under the influence of drugs or alcohol;  
or



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- 1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department; that may include, but are not limited to:
- 1.11.1. Personnel records.
  - 1.11.2. Financial records.
  - 1.11.3. Program data files.
- 1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.
- 1.13. Reporting
- 1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
    - 1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.
    - 1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.
    - 1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:
      - 1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.
      - 1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
    - 1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

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- 1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
- 1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
- 1.13.1.7. Quarterly revenue and expenses by cost, category and locations.
- 1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.
- 1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.
- 1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
  - 1.13.3.1. Community outreach activities as outlined in the Statement of Work.
  - 1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.
  - 1.13.3.4. Statistical data including, but not limited to:
    - 1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.
    - 1.13.3.4.2. Program utilization data.
    - 1.13.3.4.3. Number of telephone peer support outreach contacts.
    - 1.13.3.4.4. Number and description of outreach activities.
    - 1.13.3.4.5. Number and description of educational events provided on-site and in the community.

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- 1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.
  - 1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:
    - 1.13.3.6.1. Executive Director's report.
    - 1.13.3.6.2. Board of Directors roster.
  - 1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:
    - 1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.
    - 1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.
    - 1.13.4.3. The contract shall provide the following reports as determined by the department:
      - 1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.
  - 1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.
  - 1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.
  - 1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.
- 1.14. Performance Measures
- 1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.
  - 1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
  - 1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

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1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**2. Exhibits Incorporated**

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

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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

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

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and



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Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

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

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

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

**4. Records**

- 4.1. The Contractor shall keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

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or collected by the Contractor.

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

New Hampshire Department of Health and Human Services  
Peer Support Agencies

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
  - 1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
  - 1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
  - 3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
  - 3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to:

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. 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.
8. Audits
  - 8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.
  - 8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) 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.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
9. Property Standards
  - 9.1. Insurance coverage.

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9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

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provide for competition to the extent practicable and result in the highest possible return.

- 9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

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

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

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

- 9.3.2.2. Not encumber the property without approval of the State.

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

- 9.3.3. Use.

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

- 9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that

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such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

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

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

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

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

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

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

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

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or



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program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

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

**10. Property Trust Relationship and Liens**

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

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D

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

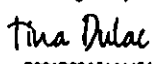
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Connections Peer Support Center

6/6/2022

Date

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



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor Name: Connections Peer Support Center

6/6/2022

Date



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

Exhibit E - Certification Regarding Lobbying

Vendor Initials   
 Date 6/6/2022

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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





New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Connections Peer Support Center

6/6/2022
Date

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

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Contractor Initials
6/6/2022
Date

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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TD

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: Connections Peer Support Center

6/6/2022

Date

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

Exhibit G

Contractor Initials

DS  
TD

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Connections Peer Support Center

6/6/2022

Date

DocuSigned by:  
*Tina Dulac*  
Name: Tina Dulac  
Title: Interim E.D.

Contractor Initials TD  
Date 6/6/2022

## New Hampshire Department of Health and Human Services



## Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

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Contractor Initials

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Date 6/6/2022



## New Hampshire Department of Health and Human Services

## Exhibit I

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

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

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

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Contractor Initials TSDate 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

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Contractor Initials                     

Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials TD

Date 6/6/2022





## New Hampshire Department of Health and Human Services

## Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

3/2014

Contractor Initials

TD

Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Connections Peer Support Center

The State by:

Name of the Contractor

*Katja S. Fox*

*Tina Dulac*

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Tina Dulac

Name of Authorized Representative  
Director

Name of Authorized Representative

Title of Authorized Representative

Interim E.D.

Title of Authorized Representative

6/6/2022

6/6/2022

Date

Date

DS  
TD

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.

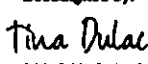
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

6/6/2022

Date

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

Contractor Initials   
 Date 6/6/2022



New Hampshire Department of Health and Human Services  
Exhibit J

**FORM A**

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

1. The DUNS number for your entity is: 019035366
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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

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

**V. LOSS REPORTING**

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 175447

Certificate Number: 0005784598



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st 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**

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 05/26, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Tina M. Dulac (may list more than one person)  
(Name and Title of Contract Signatory)

Is duly authorized on behalf of Connections Peer Support Center to enter into contract 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: 6/2/2022

Carol Hollis

Signature of Elected Officer

Name:

Title: Pres of BOD







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/18/2022

**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).**

<b>PRODUCER</b> The SIG Insurance Agencies 219 South Main Street  Cheshire CT 06410	<b>CONTACT NAME:</b> Heather Ruwet <b>PHONE (A/C, H/A, Ext):</b> (203) 250-1006 <b>FAX (A/C, H/A):</b> (888) 803-8717 <b>E-MAIL ADDRESS:</b> hruwet@fndsig.com																					
<b>INSURED</b> Connections Peer Support Center Inc 544 Islington St  Portsmouth NH 03801-4211	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Nationwide Mutual Ins Co (Personal Lines)</td> <td colspan="2" style="text-align: center;">23787</td> </tr> <tr> <td>INSURER B: Wesco Insurance Co</td> <td colspan="2" style="text-align: center;">25011</td> </tr> <tr> <td>INSURER C: USLI</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Nationwide Mutual Ins Co (Personal Lines)	23787		INSURER B: Wesco Insurance Co	25011		INSURER C: USLI			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2251815314                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (REQ) YYYY	POLICY NUMBER	POLICY EFF (M/MDD/YYYY)	POLICY EXP (M/MDD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP ACID \$ \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ACPBA5433857605	12/18/2021	12/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Fellow employee liability \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WVC3591364	06/12/2022	06/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers Liability		NDO2006703R	11/17/2021	11/17/2022	Each Claim 1,000,000 Aggregate 1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 D The Ohio Casualty Insurance Company : Employee Dishonesty Bond #999135031 Bond Limit \$25,000 Term: 10/6/2021 - 10/6/2022

<b>CERTIFICATE HOLDER</b>  State of NH DHHS 129 Pleasant St  Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## MISSION STATEMENT

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

## Vision

All members will participate and feel comfortable in their community, have the tools to fulfill their basic needs and personal goals and recovery, connect to resources they need, will feel supported by their peers, understand the role of recovery in their lives, contribute to their communities at large, be able to navigate through the system, feel hopeful and empowered, and feel welcome, safe, and comfortable.

## Guiding Principles

Our programs are grounded in the principles of:

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

Approved by CPSC BoD: 01/04/2016

*Financial Statements*

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**CONNECTIONS PEER SUPPORT**  
**CENTER**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020  
AND  
INDEPENDENT AUDITORS' REPORT**

**CONNECTIONS PEER SUPPORT CENTER**  
**FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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To the Board of Directors of  
Connections Peer Support Center  
Portsmouth, New Hampshire

**Leone,  
McDonnell  
& Roberts**  
PROFESSIONAL ASSOCIATION  
CERTIFIED PUBLIC ACCOUNTANTS  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

## INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Connections Peer Support Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Connections Peer Support Center as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

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

*Leone, McDonnell + Roberts*  
*Professional Association*

October 26, 2021  
Dover, New Hampshire

**CONNECTIONS PEER SUPPORT CENTER****STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2021 AND 2020**

	<b><u>ASSETS</u></b>	
	<b><u>2021</u></b>	<b><u>2020</u></b>
<b>CURRENT ASSETS</b>		
Cash	\$ 33,726	\$ 24,864
Accounts receivable	63,243	41,845
Prepaid expenses	<u>280</u>	<u>2,789</u>
Total current assets	<u>97,249</u>	<u>69,498</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>519,542</u>	<u>133,934</u>
<b>OTHER ASSETS</b>		
Restricted cash	<u>50,893</u>	<u>30,575</u>
Total assets	<u>\$ 667,684</u>	<u>\$ 234,007</u>
	<b><u>LIABILITIES AND NET ASSETS</u></b>	
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 9,164	\$ -
Accounts payable	3,283	2,324
Accrued expenses	11,400	10,030
Accrued payroll and related taxes	38,200	21,246
Refundable advances	<u>50,893</u>	<u>30,575</u>
Total current liabilities	<u>112,940</u>	<u>64,175</u>
<b>LONG TERM LIABILITIES</b>		
Long term debt, less current portion	<u>269,836</u>	<u>-</u>
Total liabilities	<u>382,776</u>	<u>64,175</u>
<b>NET ASSETS</b>		
Without donor restrictions	284,908	168,607
With donor restrictions	<u>-</u>	<u>1,225</u>
Total net assets	<u>284,908</u>	<u>169,832</u>
Total liabilities and net assets	<u>\$ 667,684</u>	<u>\$ 234,007</u>

See Notes to Financial Statements

**CONNECTIONS PEER SUPPORT CENTER****STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2021**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>PUBLIC SUPPORT</b>			
Grants and contracts	\$ 450,654	\$ -	\$ 450,654
Donations	<u>14,196</u>	<u>-</u>	<u>14,196</u>
Total public support	464,850	-	464,850
<b>REVENUES</b>			
Interest	<u>21</u>	<u>-</u>	<u>21</u>
Total public support and revenues	464,871	-	464,871
Net assets released from restrictions	<u>1,225</u>	<u>(1,225)</u>	<u>-</u>
Total public support and revenues	<u>466,096</u>	<u>(1,225)</u>	<u>464,871</u>
<b>EXPENSES</b>			
Program services	313,271	-	313,271
General and administrative	<u>36,524</u>	<u>-</u>	<u>36,524</u>
Total expenses	<u>349,795</u>	<u>-</u>	<u>349,795</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	116,301	(1,225)	115,076
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>168,607</u>	<u>1,225</u>	<u>169,832</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 284,908</u>	<u>\$ -</u>	<u>\$ 284,908</u>

See Notes to Financial Statements



**CONNECTIONS PEER SUPPORT CENTER****STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>PUBLIC SUPPORT</b>			
Grants and contracts	\$ 279,936	\$ -	\$ 279,936
Donations	<u>16,356</u>	<u>1,045</u>	<u>17,401</u>
Total public support	296,292	1,045	297,337
<b>REVENUES</b>			
Interest	<u>22</u>	<u>-</u>	<u>22</u>
Total public support and revenues	296,314	1,045	297,359
Net assets released from restrictions	<u>4,820</u>	<u>(4,820)</u>	<u>-</u>
Total public support and revenues	<u>301,134</u>	<u>(3,775)</u>	<u>297,359</u>
<b>EXPENSES</b>			
Program services	267,079	-	267,079
General and administrative	<u>25,392</u>	<u>-</u>	<u>25,392</u>
Total expenses	<u>292,471</u>	<u>-</u>	<u>292,471</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	8,663	(3,775)	4,888
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>159,944</u>	<u>5,000</u>	<u>164,944</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 168,607</u>	<u>\$ 1,225</u>	<u>\$ 169,832</u>

See Notes to Financial Statements

**CONNECTIONS PEER SUPPORT CENTER****STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2021**

	<u>Program</u> <u>Services</u>	<u>General and</u> <u>Administrative</u>	<u>Total</u>
Salaries	\$ 220,089	\$ 6,807	\$ 226,896
Professional fees	-	20,893	20,893
Payroll taxes	18,142	1,578	19,720
Staff development	13,808	1,534	15,342
Depreciation	12,507	1,706	14,213
Office supplies and postage	12,261	645	12,906
Telephone	9,818	-	9,818
Other	6,916	768	7,684
Insurance	6,095	1,524	7,619
Travel	3,920	436	4,356
Repairs and maintenance	3,890	-	3,890
Utilities	2,554	382	2,936
Property taxes	1,604	140	1,744
Benefits	1,023	77	1,100
Dues and publications	644	34	678
	<u>          </u>	<u>          </u>	<u>          </u>
<b>TOTAL</b>	<b><u>\$ 313,271</u></b>	<b><u>\$ 36,524</u></b>	<b><u>\$ 349,795</u></b>

See Notes to Financial Statements

**CONNECTIONS PEER SUPPORT CENTER****STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2020**

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries	\$ 172,034	\$ 5,321	\$ 177,355
Staff development	21,465	2,385	23,850
Depreciation	14,054	1,917	15,971
Payroll taxes	13,109	1,140	14,249
Travel	11,199	1,244	12,443
Office supplies and postage	11,293	594	11,887
Professional fees	-	10,265	10,265
Other	7,006	778	7,784
Insurance	4,798	1,200	5,998
Telephone	5,862	-	5,862
Utilities	2,872	429	3,301
Repairs and maintenance	1,557	-	1,557
Benefits	1,024	77	1,101
Dues and publications	806	42	848
	<u>267,079</u>	<u>25,392</u>	<u>292,471</u>
<b>TOTAL</b>	<b><u>\$ 267,079</u></b>	<b><u>\$ 25,392</u></b>	<b><u>\$ 292,471</u></b>

See Notes to Financial Statements

**CONNECTIONS PEER SUPPORT CENTER****STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in net assets	\$ 115,076	\$ 4,888
Adjustments to reconcile change in net assets		
- to net cash provided by (used in) operating activities:		
Depreciation	14,213	15,971
(Increase) decrease in assets:		
Accounts receivable	(21,398)	(41,782)
Prepaid expenses	2,509	(30)
(Decrease) increase in liabilities:		
Accounts payable	959	1,060
Accrued expenses	1,370	295
Accrued payroll and related taxes	16,954	11,603
Refundable advances	<u>20,318</u>	<u>(31,113)</u>
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>150,001</u>	<u>(39,108)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	<u>(120,821)</u>	<u>(4,552)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(120,821)</u>	<u>(4,552)</u>
<b>NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH</b>	29,180	(43,660)
<b>CASH AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<u>55,439</u>	<u>99,099</u>
<b>CASH AND RESTRICTED CASH, END OF YEAR</b>	<u>\$ 84,619</u>	<u>\$ 55,439</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Purchase of property financed by debt	<u>\$ 279,000</u>	<u>\$ -</u>

See Notes to Financial Statements

**CONNECTIONS PEER SUPPORT CENTER**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 1. ORGANIZATION**

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

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The Center prepares its financial statements using the accrual method of accounting, in accordance with accounting principles generally accepted in the United States of America, whereby revenue is recognized when earned and expenses are recognized in the period incurred.

**Basis of Presentation**

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

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

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

**CONNECTIONS PEER SUPPORT CENTER****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****Use of Estimates**

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

**Cash Equivalents**

The Center considers all highly liquid instruments with an original maturity date of three months or less to be cash equivalents. The Center has no cash equivalents as of June 30, 2021 and 2020.

**Restricted Cash**

Restricted cash represents the refundable advances as of June 30, 2021 and 2020, and total \$14,710 and \$30,575, respectively. The Center must receive prior approval from the State of New Hampshire in order to utilize these funds.

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

	<u>2021</u>	<u>2020</u>
Cash	\$ 69,909	\$ 24,864
Restricted cash	<u>14,710</u>	<u>30,575</u>
Total cash and restricted cash	<u>\$ 84,619</u>	<u>\$ 55,439</u>

**Accounts Receivable**

Accounts receivable consists of amounts due from the State of New Hampshire Bureau of Mental Health Services. An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each fiscal year. At June 30, 2021 and 2020, no allowance was deemed necessary. As of June 30, 2021 and 2020, the accounts receivable balances were \$63,243 and \$41,845, respectively.

**CONNECTIONS PEER SUPPORT CENTER****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****Property and Equipment**

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

Property and equipment at June 30, 2021 and 2020, consisted of the following:

	<u>2021</u>	<u>2020</u>
Building	\$ 391,441	\$ 119,482
Building improvements	78,008	78,008
Furniture and equipment	34,323	18,502
Vehicles	25,827	25,827
Land	<u>149,596</u>	<u><del>17,555</del></u>
	679,195	279,374
Less accumulated depreciation	<u>(159,653)</u>	<u>(145,440)</u>
Property and equipment, net	<u>\$ 519,542</u>	<u>\$ 133,934</u>

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

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

Depreciation expense for the years ended June 30, 2021 and 2020 was \$14,213 and \$15,971, respectively.

**CONNECTIONS PEER SUPPORT CENTER**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

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

**Contributed Support**

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

**Fair Value of Financial Instruments**

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

**Compensated Absences**

The Center has accrued a liability for future compensated leave time which its employees have earned and which is vested with the employee. The amounts at June 30, 2021 and 2020, were \$10,611 and \$6,064, respectively, and are included in accrued payroll and related taxes on the Statements of Financial Position.



**CONNECTIONS PEER SUPPORT CENTER**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Functional Allocation of Expenses**

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

**Revenue Recognition Policy**

The Center derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt if there are no conditions attached. If conditions exist, the revenue is recorded once the conditions are met. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded with donor restrictions or without donor restrictions.

**New Accounting Pronouncement**

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Center adopted the new standard effective July 1, 2020, the first day of the Center's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

**Recently Issued Accounting Standards**

The following accounting pronouncements were recently issued by the FASB:

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). This ASU requires that a lease liability and related right-of-use-asset representing the lessee's right to use or control the asset be recorded on the statement of financial position upon the commencement of all leases except for short-term leases.

**CONNECTIONS PEER SUPPORT CENTER****NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Leases will be classified as either finance leases or operating leases, which are substantially similar to the classification criteria for distinguishing between capital leases and operating leases in existing lease accounting guidance. As a result, the effect of leases in the statements of activities and the statements of cash flows will be substantially unchanged from the existing lease accounting guidance. In 2020, the FASB delayed the effective date for nonpublic entities to fiscal years beginning after December 15, 2021. Early adoption is permitted. The Center is currently evaluating the full effect that the adoption of this standard will have on the financial statements.

**NOTE 3. LIQUIDITY AND AVAILABILITY**

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

	<u>2021</u>	<u>2020</u>
Financial assets at year end:		
Cash	\$ 69,909	\$ 24,864
Restricted cash	14,710	30,575
Accounts receivable	<u>63,243</u>	<u>41,845</u>
Total financial assets	147,862	97,284
Less amounts not available to be used for general expenditures within one year:		
Refundable advances	50,893	30,575
Net assets with donor restrictions	-	1,225
Less net assets with purpose and time restrictions to be met in less than a year	<u>-</u>	<u>(1,225)</u>
Total amounts not available within one year	<u>50,893</u>	<u>30,575</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 96,969</u>	<u>\$ 66,709</u>

**CONNECTIONS PEER SUPPORT CENTER****NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 4. INCOME TAXES**

Connections Peer Support Center is currently exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and qualifies for the charitable contribution deduction under section 170(b)(1)(A). The Internal Revenue Service has determined the Center to be other than a private foundation.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Center has analyzed its tax position taken on its exempt purpose information returns and has concluded that no provision for income taxes is necessary in the Center's financial statements. With few exceptions, the Center is no longer subject to income tax examination by the U.S. federal or state tax authorities for the last three fiscal years.

**NOTE 5. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2021 and 2020 consisted of the following:

	<u>2021</u>	<u>2020</u>
Note payable with a bank requiring 120 monthly installments of \$1,737, including interest at 4.25% for the first five years. In June of 2026, the interest rate adjusts to 2.25% plus the five-year federal home loan bank rate. The final installment is due June 2031. The note is secured by an assignment of leases and rents and other related documents on the property.	\$ 279,000	\$ -
Total long term debt	279,000	-
Less current portion due within one year	<u>(9,164)</u>	<u>-</u>
	<u>\$ 269,836</u>	<u>\$ -</u>

**CONNECTIONS PEER SUPPORT CENTER****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 5. LONG TERM DEBT (CONTINUED)**

The scheduled maturities of long term debt as of June 30, 2021 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2022	\$ 9,164
2023	9,561
2024	9,975
2025	10,407
2026	10,858
Thereafter	<u>229,035</u>
	<u>\$ 279,000</u>

**NOTE 6. LEASE COMMITMENT**

The Center entered into an operating lease for a copier during the fiscal year ended June 30, 2018. The lease agreement requires monthly payments of \$250 and is due to expire in November, 2023. The lease agreement contains an end of lease purchase option at the fair value of the equipment. As part of the new lease agreement, the Center received funds to buy out the old copier lease.

Minimum lease payments under the terms of the current lease are as follows as of June 30:

<u>Year Ending</u>	<u>Amount</u>
2022	\$ 3,000
2023	<u>1,250</u>
Total	<u>\$ 4,250</u>

The copier lease expense of \$3,000 is included in office supplies and postage expense for the years ended June 30, 2021 and 2020.

**CONNECTIONS PEER SUPPORT CENTER****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 7. CONCENTRATION OF RISK**

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

**NOTE 8. REFUNDABLE ADVANCES**

Refundable advances related to the Reconciliation of BMHS Refundable Advances were \$14,710 and \$30,575 as of June 30, 2021 and 2020, respectively. The amounts represent revenue received in advance from the Bureau of Mental Health Services (BMHS) for services to be performed by the Center.

The Center must request pre-approval from BMHS before spending these funds. If approval is not obtained, the funds must be returned to BMHS. During the fiscal years ended June 30, 2021 and 2020, the Center had received approval for and spent \$16,615 and \$36,401, respectively, of prior year fund carryovers.

Other refundable advances represent contract funds received in advance for the purpose of startup costs for the Step Up Step Down Program. The funds are expected to be utilized during the fiscal year ended June 30, 2022 and totaled \$36,183 for the year ended June 30, 2021.

**NOTE 9. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions were available at June 30 for the following purposes:

	<u>2021</u>	<u>2020</u>
Subject to expenditure for a specific purpose:		
Communications development	\$ -	\$ 180
Transportation service	-	<u>1,045</u>
Total	<u>\$ -</u>	<u>\$ 1,225</u>

**CONNECTIONS PEER SUPPORT CENTER**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 10. GOVERNOR'S OFFICE FOR EMERGENCY RELIEF AND RECOVERY GRANT**

During September 2020, the Center applied for and received a New Hampshire Non-Profit Emergency Relief Fund Grant in the amount of \$11,602 administered by the New Hampshire Governor's Office for Emergency Relief and Recovery. The funds were awarded to reimburse for necessary business expenses and losses due to the effects of the COVID-19 pandemic.

**NOTE 11. OTHER EVENTS**

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread continue to affect the Center's operations. The significance of the impact of these disruptions, including the extent of their impact on the Center's financial and programmatic operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. There are certain limitations on the Center's ability to mitigate the financial and programmatic impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the Center, particularly over the near to medium term.

**NOTE 12. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through October 26, 2021, the date the financial statements were available to be issued.

**CONNECTIONS PEER SUPPORT CENTER****BUREAU OF MENTAL HEALTH SERVICES (BMHS)  
REFUNDABLE ADVANCE SCHEDULE - SEE NOTE 8  
FOR THE YEAR ENDED JUNE 30, 2021****Reconciliation of BMHS Refundable Advance**

Total FY 2021 BMHS funds received	\$ 420,925
Refundable advance - Step Up Step Down start up costs	36,183
Recognition of funds released by BMHS	<u>16,615</u>
 Total funds received	 <u>473,723</u>
 Less:	
BMHS expenses	(349,795)
Approved fixed asset purchases	<u>(116,455)</u>
 Total approved expenses	 <u>(466,250)</u>
 Add:	
Depreciation expense	14,213
Non-approved BMHS expenses	<u>14,985</u>
 Total nonapproved expenses	 <u>29,198</u>
 BMHS surplus	36,671
Refundable advance - BMHS	(488)
Refundable advance - Step Up Step Down start up costs	(36,183)
NHCNP Refund	750
Recognition of funds released by BMHS	<u>(16,615)</u>
Change in refundable advance at June 30, 2021	<u>(15,865)</u>
Refundable advance balance at June 30, 2020	<u>30,575</u>
Refundable advance balance at June 30, 2021	<u>\$ 14,710</u>

See Independent Auditors' Report

**Connections Peer Support Center  
BOARD OF DIRECTORS  
MAY 2022**

**PRESIDENT**

**Carol Hollis**  
[Redacted]  
[Redacted]  
[Redacted]

Joined on: 11-2015  
Term#: 3 (board approval for extension)  
Term Length: 2 yrs / Expiration 11-2021  
Committees: Internal Affairs, Chair

**TREASURER**

**Leslie McCarthy**  
[Redacted]  
[Redacted]  
[Redacted]

Joined on: 06-2016  
Term #: 3  
Term length: 2 yrs / Expiration: 06-2022  
Office: Treasurer: Term 2  
Committees: Internal Affairs, Executive

**SECRETARY**

**Judi Coleman**  
[Redacted]  
[Redacted]  
[Redacted]

Joined on: 09-27-2017  
Term #: 3  
Term Length: 2 yrs / Expiration: 09-2023  
Office: Secretary: Term 2  
Committees: Internal Affairs, Executive

**Christina Dix**  
[Redacted]  
[Redacted]  
[Redacted]

Joined on: 03-2021  
Term #1  
Term Length: 2 yrs / Expiration 3-2023  
Committees: TBD

**Amber Epison**  
[Redacted]  
[Redacted]  
[Redacted]

Joined on: 03-2021  
Term # 1  
Term Length: 2 yrs / Expiration: 03-2023  
Committees: TBD

**Kelley Hayes**  
[Redacted]  
[Redacted]  
[Redacted]

Joined on: 02-2020  
Term # 2  
Term Length: 2 yrs / Expiration: 02-2024  
Committees: External Affairs, Chair

**Ariana Moniz**  
[Redacted]  
[Redacted]  
[Redacted]

Joined on: 02-2022  
Term #1  
Term Length: 2 yrs / Expiration: 02-2024  
Committees: TBD

**Kirsten Richardson**  
[Redacted]  
[Redacted]  
[Redacted]

Joined on: 10-06-2021  
Term #1  
Term Length: 2 yrs / Expiration 10-2023  
Committee: External Affairs

**Allison Sollee**  
[Redacted]  
[Redacted]  
[Redacted]

Joined on: 03-23-2021  
Term #1  
Term Length: 2 yrs / Expiration 03-2023  
Committees: TBD

**Wes Tator**  
[Redacted]  
[Redacted]  
[Redacted]

Joined on: 06-2019  
Term #: 2  
Term Length: 2 yrs / Expiration 06-2023  
Committees: Governance (Chair)

**Interim Executive Director:**

Tina Dulac  
544 Islington ST  
Portsmouth, NH 03801  
(w)603-427-6966  
(c) 603-969-3829  
E-mail: [tina@connectionspeersupport.org](mailto:tina@connectionspeersupport.org)



## Tina M. Dulac

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### Ability Summary

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

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

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

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

### Experience

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

#### Administrative Services Director

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

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

#### Office Manager

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

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

#### Marketing Data Coordinator

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

#### Customer Pricing Coordinator

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

#### Accounts Payable Associate

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

### Education

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

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

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

# NINA JENSSEN

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## **Connections Peer Support Center Portsmouth NH**

### **Program Coordinator**

October 9 2015

Plan and implement programming to enhance mental health and well being of members.

Supervise peer support staff and van driver

Facilitate WRAP and IPS groups

Monitor warm line and daily outreach calls

## **Seacoast Family Promise, Stratham NH**

### **Volunteer Coordinator**

Recruitment and training of volunteers for homeless shelter Sept 2004 - June 2014

Coordination of meal preparation for up to 15 individuals

Liaison between guests, volunteers and program director

## **END 68 HOURS of HUNGER Elliot ME**

### **MSAD 35 Coordinator**

June 2012 - Jan 2014

Responsible for startup of backpack program for MSAD 35

Volunteer Recruitment

Coordinator for Weekly Team Leaders

## **Families First Portsmouth**

May 2010 - August 2010

### **Parent Recharge Facilitator**

Facilitated biweekly nutrition group for parents

## **Cooking Matters**

Jan 2011 - May 2011

### **Classroom Assistant**

Support instructors in teaching nutrition classes

## **Friends of the William Fogg Library**

Sept 2003 - Sept 2009

### **Volunteer Coordinator**

Supervise annual OktoberFest

## **EDUCATION**

**University of New England - Biddeford ME - BS Environmental Studies Dec 1991**

**UNH Durham NH Dietetics Coursework: Jan 2010 - May 2015.**

Nutrition, Health & Well Being, Nutritional Education and Counseling, Life Cycle

Nutrition, Nutritional Assessment, US Healthcare Systems

## Nicole Fortune

### Skills

Twenty-five years of peer counseling experience and group facilitation.

Case management and community resource coordination.

Research and data collection and analysis.

Direct care experience with diverse populations in both urban and rural America.

Staff development and human resource experience.

Writing and curriculum development.

Public speaking and mental health advocacy.

### Experience

March 2019 - PRESENT

**Connections Peer Support Center, Portsmouth, NH - *Certified Peer Support Specialist***

- Group facilitator.
- Warm line operator.
- Peer counseling utilizing Intentional Peer Support skill set.

November 2016 - PRESENT

**Safe Harbor Recovery Center, Portsmouth, NH - *Group facilitator / Recovery Coach***

- Facilitation of 12-step programming, SMART recovery groups, GRASP family support groups, mindfulness and meditation classes.
- Recovery support services.

April 2018 - August 2018

**Crossroads Homeless Shelter, Portsmouth, NH - *Front Desk Resident Services***

- Assuring the safety and health of 100+ residents in a shelter program.
- Maintaining progress notes and appropriate paperwork for the smooth working of the program.

## **Education**

September 2020 - Present

**Northcentral University, San Diego, California** *In Progress PhD in Psychology*

**Ashford University, San Diego, California** - *MA in Public Administration*

**Suffolk University, Boston, Massachusetts** - *BA in Liberal Studies and Modern Languages*

## **Certifications**

- Certified Peer Support Specialist - 2020 - present
- Wellness Recovery Action Plan Certification - 2020 - present
- Whole Health Action Management Certification - 2020 - present
- Intentional Peer Support Certification - 2020 - present
- SMART Recovery Certification 2018 - present
- Recovery Coach Certification 2017 - present

## **Community Memberships**

- Portsmouth Poet Laureate Program, Secretary
- Safe Harbor Leadership Council
- Portsmouth Housing Resident Advisory Board
- Gateway Taiji, Qigong and Yoga Center
- Port City Makerspace
- GRASP

**Connections Peer Support Center**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
<b>**Vacant**</b>	Executive Director	<b>\$65,000</b>
Tina Dulac	Administrative Svcs. Director	<b>\$52,500</b>
Nina Jenssen	Program Coordinator	<b>\$79,040</b>
Nicole Fortune	Community Outreach Coordinator	<b>\$79,040</b>

\*Salary amounts are totals for FY23 & FY24, the length of the contract.

Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-02)


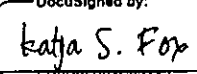
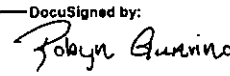
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b>  New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b>  129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b>  H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI		<b>1.4 Contractor Address</b>  5 Pine Street, Ext. Suite 1G Nashua, NH 03060	
<b>1.5 Contractor Phone Number</b>  (603) 882-8400	<b>1.6 Account Number</b>  010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	<b>1.7 Completion Date</b>  6/30/2024	<b>1.8 Price Limitation</b>  \$1,125,368
<b>1.9 Contracting Officer for State Agency</b>  Robert W. Moore, Director		<b>1.10 State Agency Telephone Number</b>  (603) 271-9631	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 6/13/2022		<b>1.12 Name and Title of Contractor Signatory</b>  Claire Peddle Treasurer	
<b>1.13 State Agency Signature</b> DocuSigned by:  Date: 6/13/2022		<b>1.14 Name and Title of State Agency Signatory</b>  Katja S. Fox Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> DocuSigned by: By:  On: 6/13/2022			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.
- 1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 6.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.
- 1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:
  - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
  - 1.6.2. May include individuals who are homeless.
- 1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.8. Peer Support Services:
  - 1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:
    - 1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:
      - 1.8.1.1.1. Intentional Peer Support (IPS).

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.1.1.2. Wellness Recovery Action Planning.
- 1.8.1.1.3. Whole Health Management.
- 1.8.1.1.4. Setting boundaries.
- 1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.
- 1.8.1.1.6. Wellness.
- 1.8.1.1.7. Stress management.
- 1.8.1.1.8. Addressing trauma.
- 1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 1.8.1.2.1. Smoking cessation.
  - 1.8.1.2.2. Weight loss.
  - 1.8.1.2.3. Nutrition and Cooking.
  - 1.8.1.2.4. Physical exercise.
  - 1.8.1.2.5. Mindfulness activities including, but not limited to:
    - 1.8.1.2.5.1. Yoga.
    - 1.8.1.2.5.2. Meditation.
    - 1.8.1.2.5.3. Journaling.
- 1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
  - 1.8.1.3.1. Arts and crafts.
  - 1.8.1.3.2. Music expression.
  - 1.8.1.3.3. Creative writing.
  - 1.8.1.3.4. Cooking.
  - 1.8.1.3.5. Sewing.
  - 1.8.1.3.6. Gardening.
  - 1.8.1.3.7. Movies.
- 1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.1.4.1. Online blogs or articles that relate to mental health.
  - 1.8.1.4.2. Obtaining employment.
  - 1.8.1.4.3. Budgeting.
  - 1.8.1.4.4. Decision-making.
  - 1.8.1.4.5. Self-advocacy.
- 1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:
- 1.8.2.1. Visiting a natural setting.
  - 1.8.2.2. Volunteering opportunities.
  - 1.8.2.3. Visiting a museum.
  - 1.8.2.4. Visiting a local historical site.
  - 1.8.2.5. Visiting local farms or gardens.
- 1.8.3. The Contractor shall ensure PSA's are:
- 1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
  - 1.8.3.2. At a physical location and/or building that is:
    - 1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and
    - 1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.
- 1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:
- 1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
  - 1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.
- 1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

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Peer Support Agencies**

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and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

- 1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;
  - 1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;
  - 1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;
  - 1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;
  - 1.8.5.5. Encourages informed decision-making about all aspects of people's lives;
  - 1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - 1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and
  - 1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.
- 1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:
- 1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;
  - 1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and
  - 1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:
    - 1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

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- 1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;
  - 1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;
  - 1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and
  - 1.8.6.3.5. May include outreach calls.
- 1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:
- 1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;
  - 1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;
  - 1.8.7.3. Include member articles and contributions; and
  - 1.8.7.4. Include other relevant topics that might be of interest to members and participants.
- 1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:
- 1.8.8.1. Rights Protection.
  - 1.8.8.2. Peer Advocacy.
  - 1.8.8.3. Recovery.
  - 1.8.8.4. Employment.
  - 1.8.8.5. Wellness Management.
  - 1.8.8.6. Community Resources.
- 1.8.9. The Contractor shall provide individual peer support services to ensure individuals:
- 1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

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- 1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and
- 1.8.9.3. Can self-advocate.
- 1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:
  - 1.8.10.1. Information relative to obtaining and maintaining competitive employment.
  - 1.8.10.2. Referrals to community mental health center employment programs.
  - 1.8.10.3. Employment-related activities that include, but are not limited to:
    - 1.8.10.3.1. Resume writing.
    - 1.8.10.3.2. Interviewing techniques.
    - 1.8.10.3.3. Completing employment applications.
- 1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:
  - 1.8.11.1. Stigma of mental illness, wellness and recovery;
  - 1.8.11.2. Peer support and wellness services; and
  - 1.8.11.3. The peer support community.
- 1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:
  - 1.8.12.1. Preparing for appointments.
  - 1.8.12.2. Taking notes.
  - 1.8.12.3. Utilizing the physician's desk reference book as a resource.
- 1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.
- 1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:
  - 1.8.14.1. Transport members, participants, and guests <sup>if</sup> a Contractor-owned or leased vehicle, to and from <sup>their</sup>



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homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

- 1.8.14.1.1. Peer support services.
- 1.8.14.1.2. Wellness and recovery activities.
- 1.8.14.1.3. Annual conferences.
- 1.8.14.1.4. Regional meetings.
- 1.8.14.1.5. Council meetings.
- 1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:
  - 1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.
  - 1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.
  - 1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.
- 1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.
- 1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.
- 1.8.14.5. Acknowledge funding from the Department to support transportation costs:
  - 1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.
  - 1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

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- 1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.
- 1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:
  - 1.8.16.1. The minimum engagement policy.
  - 1.8.16.2. Suspension of membership policy.
  - 1.8.16.3. Membership rules.
  - 1.8.16.4. Attestation that the consumer supports the mission of the PSA.
- 1.8.17. The Contractor shall provide services to:
  - 1.8.17.1. Both members and non-members.
  - 1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.
- 1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
  - 1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
  - 1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
    - 1.8.19.1.1. Individuals name.
    - 1.8.19.1.2. Date of written grievance.
    - 1.8.19.1.3. Nature and subject of the grievance.
    - 1.8.19.1.4. A method to submit an anonymous grievance.
  - 1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
  - 1.8.19.3. A method to track grievances.
  - 1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

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- 1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.
- 1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.
- 1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.
- 1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.
- 1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.
- 1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:
  - 1.8.25.1. Mental health service providers.
  - 1.8.25.2. Area homeless shelters.
  - 1.8.25.3. Community action programs.
  - 1.8.25.4. Housing agencies.
- 1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.
- 1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:
  - 1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

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- 1.8.27.2. Any review may result in a report and potential corrective action plan.
- 1.8.28. The Contractor shall participate in quality assurance reviews as follows:
  - 1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.
  - 1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:
    - 1.8.28.2.1. Data.
    - 1.8.28.2.2. Financial records.
    - 1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.5. Scheduled phone access to Contractor principals and staff.
- 1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
  - 1.8.29.1. Participating in bi-annual quality improvement review.
  - 1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
  - 1.8.29.4. Reviewing personnel files for completeness.
  - 1.8.29.5. Reviewing the grievance process.
- 1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.
- 1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.
- 1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

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- 1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
  - 1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.
  - 1.8.33.3. Annual wellness training is available to staff.
  - 1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.
  - 1.8.33.5. All personnel and training records are current and available to the Department, as requested.
- 1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
- 1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:
- 1.8.35.1. The individual's name is on the BEAS State Registry;
  - 1.8.35.2. The individual has a criminal record of a felony conviction; or
  - 1.8.35.3. The individual has a record of any misdemeanor conviction involving:
    - 1.8.35.3.1. Physical or sexual assault;
    - 1.8.35.3.2. Violence;
    - 1.8.35.3.3. Exploitation;
    - 1.8.35.3.4. Child pornography;
    - 1.8.35.3.5. Threatening or reckless conduct;
    - 1.8.35.3.6. Theft;
    - 1.8.35.3.7. Driving under the influence of drugs or alcohol;

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1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

**1.9. Peer Respite:**

1.9.1. The Contractor shall agree to operate a peer operated Peer Respite that provides early intervention for individuals 18 years of age and older who have a mental illness and who are experiencing a crisis in the community. The Contractor shall:

1.9.1.1. Operate the respite program at a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval.

1.9.1.2. Provide services to any individual from any of the Regions in New Hampshire regardless of where they live, attend school or work.

1.9.1.3. Provide a short-term, seven (7)-day stay, peer respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.

1.9.1.4. Provide interventions using a model of IPS or another SAMHSA-recognized mental health peer support model that focuses on individual's strengths and assists in personal recovery and wellness.

1.9.1.5. Provide a place for the individual to stay temporarily in order to facilitate recovery, which must be staffed with a certified Peer Support Specialist 24 hours per day when participants are in the program.

1.9.1.6. Provide referrals to the local community mental health center for individuals who require a higher level of care or evaluation for hospitalization.

1.9.1.7. Provide transportation to and from the peer respite program to other community-based appointments as agency schedule and staffing allows.

1.9.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.

1.9.1.9. Provide individualized supports with a focus on wellness and recovery planning, if applicable.

1.9.1.10. Support the individual in returning to participation in community activities, services and supports.



**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.9.1.11. Ensure the individual's health needs are addressed if the individual becomes ill or injured during the course of the individual's stay in the peer respite program.
- 1.9.1.12. Ensure communication with other service providers involved in the individual's care, with the individual's written consent.
- 1.10. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.11. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.12. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
  - 1.12.1. Personnel records.
  - 1.12.2. Financial records.
  - 1.12.3. Program data files.
- 1.13. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.
- 1.14. Reporting
  - 1.14.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
    - 1.14.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.
    - 1.14.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.
    - 1.14.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:
      - 1.14.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.
      - 1.14.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

**New Hampshire Department of Health and Human Services  
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- 1.14.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.
- 1.14.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
- 1.14.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
- 1.14.1.7. Quarterly revenue and expenses by cost, category and locations.
- 1.14.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.
- 1.14.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.
- 1.14.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
  - 1.14.3.1. Community outreach activities as outlined in the Statement of Work.
  - 1.14.3.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 1.14.3.3. Peer support service deliverables as identified on templates provided by the Department.
  - 1.14.3.4. Statistical data including, but not limited to:
    - 1.14.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.
    - 1.14.3.4.2. Program utilization data.
    - 1.14.3.4.3. Number of telephone peer support outreach contacts.
    - 1.14.3.4.4. Number and description of outreach activities.



**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

- 1.14.3.4.5. Number and description of educational events provided on-site and in the community.
  - 1.14.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.
  - 1.14.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:
    - 1.14.3.6.1. Executive Director's report.
    - 1.14.3.6.2. Board of Directors roster.
  - 1.14.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:
    - 1.14.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.
    - 1.14.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.
    - 1.14.4.3. The contract shall provide the following reports as determined by the department:
      - 1.14.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.
  - 1.14.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.
  - 1.14.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.
  - 1.14.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.
- 1.15. Performance Measures
- 1.15.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.
  - 1.15.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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**EXHIBIT B**

- 1.15.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.
- 1.15.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**2. Exhibits Incorporated**

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

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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

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

**3.3. Credits and Copyright Ownership**

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

**New Hampshire Department of Health and Human Services  
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services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

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

**4. Records**

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

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

**New Hampshire Department of Health and Human Services  
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**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
  - 1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
  - 3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
  - 3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to <sup>to DS</sup>

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**New Hampshire Department of Health and Human Services  
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**EXHIBIT C**

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. 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.
8. Audits
  - 8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.
  - 8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) 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.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
9. Property Standards

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New Hampshire Department of Health and Human Services  
Peer Support Agencies

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9.1. Insurance coverage.

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell

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property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

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

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

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

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

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

9.3.3. Use.

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

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for

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New Hampshire Department of Health and Human Services  
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use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
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**EXHIBIT C**

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

9.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

**10. Property Trust Relationship and Liens**

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



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR 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

Vendor Initials CP  
Date 6/13/2022



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

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


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


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

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

6/13/2022

Date

DocuSigned by:  
  
 Name: Claire Peddle  
 Title: Treasurer

Vendor Initials   
 Date 6/13/2022



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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


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

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

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

6/13/2022

Date

DocuSigned by:  
  
 Name: Claire Peddle  
 Title: Treasurer

OS  


Vendor Initials  
 Date 6/13/2022

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

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

6/13/2022

Date

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

DS  
CP



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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CP

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





New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

6/13/2022

Date

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

Exhibit G

Contractor Initials CP

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



New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

6/13/2022

Date

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

Contractor Initials CP  
Date 6/13/2022



## New Hampshire Department of Health and Human Services

## Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

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Date 6/13/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Date 6/13/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

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Date 6/13/2022



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

**Exhibit I**

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

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

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Date 6/13/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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Contractor Initials

Date 6/13/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

The State by:

Name of the Contractor

*Katja S. Fox*

*Claire Peddle*

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Claire Peddle

Name of Authorized Representative  
Director

Name of Authorized Representative

Title of Authorized Representative

Treasurer

Title of Authorized Representative

6/13/2022

6/13/2022

Date

Date

DS  
*CP*





New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

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

6/13/2022

Date

DocuSigned by:

Name: Claire Peddle

Title: Treasurer

DS

Contractor Initials

Date 6/13/2022



New Hampshire Department of Health and Human Services  
Exhibit J

**FORM A**

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

1. The DUNS number for your entity is: 031182255
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

  x   NO                             YES

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

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

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

       NO                             YES

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

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

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

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

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

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

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

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

<sup>DS</sup>  
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New Hampshire Department of Health and Human Services

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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

## New Hampshire Department of Health and Human Services

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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

## New Hampshire Department of Health and Human Services

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### DHHS Information Security Requirements



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

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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



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

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

## New Hampshire Department of Health and Human Services

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### DHHS Information Security Requirements



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

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

#### V. LOSS REPORTING

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

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

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

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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 608796

Certificate Number: 0005760877



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of April A.D. 2022.

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

David M. Scanlan  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Nick Perricone, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 13, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

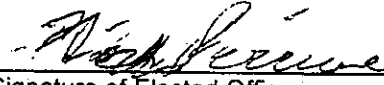
**VOTED:** That Claire Peddle Treasurer of the Board (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI 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: 06/13/2022

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Nick Perricone  
Title: Secretary of the Board



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

### **Mission Statement**

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

H.E.A.R.T.S. PEER SUPPORT CENTER  
OF GREATER NASHUA  
FINANCIAL STATEMENTS  
AND SUPPLEMENTAL INFORMATION  
Years Ended June 30, 2021 and 2020

**DRAFT**



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**ROWLEY & ASSOCIATES, P.C.**

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET  
CONCORD, NEW HAMPSHIRE 03301  
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MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

**INDEPENDENT AUDITORS' REPORT**

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

**Opinion**

We have audited the accompanying financial statements of H.E.A.R.T.S. Peer Support Center of Greater Nashua (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2021 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of June 30, 2021 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for opinion**

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

**Responsibilities of Management for the Financial Statements**

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

## **Auditors' Responsibilities for the Audit of the Financial Statements**

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

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

Exercise professional judgement and maintain professional skepticism throughout the audit.

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

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

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

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

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

### **Report on Summarized Comparative Information**

We have previously audited H.E.A.R.T.S. Peer Support Center of Greater Nashua's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 12, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Report on Supplementary Information**

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

**DRAFT**

Rowley & Associates, P.C.  
Concord, New Hampshire  
March 9, 2022

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA  
STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2021 AND 2020**

<b>ASSETS</b>	<u>2021</u>	<u>2020</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents		
Operating	\$ 16,426	\$ 2,578
BMHS refundable	6,627	6,627
Total cash and cash equivalents	<u>23,053</u>	<u>9,205</u>
Accounts receivable	37,047	36,380
Total Current Assets	<u>60,100</u>	<u>45,585</u>
 <b>PROPERTY AND EQUIPMENT, at cost</b>		
Leasehold Improvements	27,000	-
Furniture & Fixtures	15,717	-
Equipment	6,429	-
Vehicles	28,549	28,549
Less accumulated depreciation	<u>30,269</u>	<u>26,742</u>
	<u>47,426</u>	<u>1,807</u>
 <b>OTHER ASSETS</b>		
Security deposit	<u>8,000</u>	<u>5,000</u>
 Total Assets	 <u>115,526</u>	 <u>52,392</u>
 <b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	5,480	9,555
Accrued expenses	12,009	7,326
Refundable advance, BMHS	6,627	6,627
Other liabilities	140	140
Total Current Liabilities	<u>24,256</u>	<u>23,648</u>
 <b>NET ASSETS</b>		
Net Assets Without Donor Restriction	91,270	28,744
Net Assets With Donor Restriction	-	-
Total Net Assets	<u>91,270</u>	<u>28,744</u>
 Total Liabilities and Net Assets	 <u>\$ 115,526</u>	 <u>\$ 52,392</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA  
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
YEARS ENDED JUNE 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Grant income	\$ 448,837	\$ 392,359
Donations	3,772	5,082
Non-cash donations	-	2,380
Program service revenue	-	4,203
Interest income	1	1
Total support and revenue	<u>452,610</u>	<u>404,025</u>
 <b>EXPENSES</b>		
Program	333,383	336,649
Management & general	<u>56,701</u>	<u>62,549</u>
Total expenses	<u>390,084</u>	<u>399,198</u>
Increase in net assets	62,526	4,827
 Net assets, beginning of year	<u>28,744</u>	<u>23,917</u>
Net assets, end of year	<u>\$ 91,270</u>	<u>\$ 28,744</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA  
STATEMENT OF FUNCTIONAL EXPENSES  
YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE TOTALS FOR  
THE YEAR ENDED JUNE 30, 2020**

	<u>Program Services</u>	<u>Management &amp; General</u>	<u>Total 2021</u>	<u>2020</u>
Salaries and wages	\$ 199,444	\$ 29,802	\$ 229,246	\$ 232,337
Employee benefits	16,360	2,445	18,805	22,563
Payroll taxes	17,978	2,686	20,664	18,557
Rent	64,020	1,980	66,000	60,000
Accounting fees	-	14,412	14,412	13,379
Training	2,320	-	2,320	5,839
Insurance	11,732	688	12,420	11,323
Client travel and transportation	2,632	-	2,632	9,136
Telephone	6,349	196	6,545	5,245
Building and household supplies	6,690	-	6,690	5,773
Office supplies and equipment	-	3,674	3,674	3,160
Client food	1,108	-	1,108	2,028
Member support	41	-	41	3,386
Advertsing and promotion	417	-	417	570
Staff travel and transportation	765	-	765	1,311
Other expenses	-	182	182	821
Printing	-	376	376	855
Postage and shipping	-	260	260	205
Depreciation	3,527	-	3,527	2,710
	<u>\$ 333,383</u>	<u>\$ 56,701</u>	<u>\$ 390,084</u>	<u>\$ 399,198</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in net assets	\$ 62,526	\$ 4,827
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	3,527	2,710
(Increase) decrease in operating assets		
Accounts receivable	(667)	(4,540)
Security deposits	(3,000)	-
Increase (decrease) in operating liabilities		
Accounts payable	(4,075)	2,228
Accrued expenses	4,683	(659)
Refundable advances	-	(6,674)
Net Cash Provided (Used) By Operating Activities	<u>62,994</u>	<u>(2,108)</u>
<b>CASH USED BY INVESTING ACTIVITIES,</b>		
Purchases of property and equipment	<u>(49,146)</u>	<u>-</u>
Net Increase (Decrease) in Cash and Cash Equivalents	13,848	(2,108)
Cash and Cash Equivalents, Beginning of Year	<u>9,205</u>	<u>11,313</u>
Cash and Cash Equivalents, End of Year	<u>\$ 23,053</u>	<u>\$ 9,205</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Donations, non-cash	<u>\$ -</u>	<u>\$ 2,380</u>

See Independent Auditors' Report and Notes to Financial Statements



**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 1 NATURE OF ORGANIZATION**

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

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES**

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

**Basis of Accounting**

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

**Basis of Presentation**

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

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

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

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

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Cash equivalents**

For purposes of the statement of cash flows, the Organization considers cash on hand, deposits in banks and investments to be cash equivalents.

**Support and revenue**

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

**Property and Equipment**

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight-line basis over the useful lives of the assets as listed below. Depreciation expense was \$3,527 and \$2,710 for the years ended June 30, 2021 and 2020, respectively. Expenditures for repairs and maintenance are expensed when incurred.

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

**Functional Expenses and Cost Allocation of Expenses**

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

**Advertising costs**

The Organization expenses advertising costs as they are incurred. Advertising expense was \$417 and \$570 for the years ended June 30, 2021 and 2020, respectively.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Accounts Receivable**

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

**Use of estimates**

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

**Income tax status**

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

**In-Kind Contributions**

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

**Non-cash Contributions**

It is the intent of the Organization to record the value of donated goods when there is an objective basis available to measure their value. The Organization received \$0 and \$2,380 in donated goods for the years ended June 30, 2021 and 2020, respectively.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Comparative Financial Information**

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

**Financial Instruments**

The carrying value of cash and cash equivalents, accounts receivable, accounts payable and accrued expenses are stated at carrying cost at June 30, 2021 and 2020, which approximates fair value due to the relatively short maturity of these instruments.

**NOTE 3 RETIREMENT PLAN**

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses the Organization for the expenses. Eligible employees do not make salary reduction contributions. The Organization made \$1,153 and \$0 in retirement contributions for the years ended June 30, 2021 and 2020, respectively.

**NOTE 4 COMPENSATED ABSENCES**

The Organization has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2021 and 2020 was \$3,696 and \$2,842 respectively.

**NOTE 5 CONCENTRATION OF CREDIT RISK**

**Economic Dependency**

The Organization currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2021 and 2020, the State grants made up 99% and 97% of the Organization's total support.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 5 CONCENTRATION OF CREDIT RISK (CONTINUED)**

**Cash Balances**

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2021 and 2020 the Organization had no uninsured cash balances.

**NOTE 6 LEASES**

The Organization leases office space under the terms of a non-cancellable lease agreement. The Organization entered a lease agreement beginning January 1, 2020 and expiring on December 31, 2020. This lease was renewed through October 2021. Rent expense related to this agreement was \$60,000 for the years ended June 30, 2021 and 2020, respectively.

In May 2021, the Organization entered into another lease agreement with the same lessor for another suite to support its Step-Up Step-Down program. This lease was effective May 1, 2021 through April 30, 2023 and thereafter becomes a tenant at will agreement. Rent expense related to this agreement was \$6,000 for the year ended June 30 2021.

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

2022:	\$ 56,000
2023:	<u>\$ 30,000</u>
	<u>\$ 86,000</u>

**NOTE 7 REFUNDABLE ADVANCES**

Under the terms of the service agreement with the Bureau of Mental Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, the Organization is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$6,627 for the years ended June 30, 2021 and 2020.

The Organization is also required to segregate amounts received in excess of allowable expenses related to the Step-Up Step-Down program. Funds set aside in accordance with this requirement amounted to \$0 and \$0 for the years ended June 30, 2021 and 2020, respectively.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2021 and 2020**

**NOTE 8 FAIR VALUE MEASUREMENTS**

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

	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
<u>2021</u>			
Accounts Receivable	<u>\$ 37,047</u>	<u>\$ _____</u>	<u>\$ 37,047</u>
<u>2020</u>			
Accounts Receivable	<u>\$ 36,380</u>	<u>\$ _____</u>	<u>\$ 36,380</u>

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

**NOTE 9 BOARD DESIGNATED NET ASSETS**

The Organization has no board designated net assets as of June 30, 2021 and 2020, respectively.

**NOTE 10 LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS**

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

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 23,053	\$ 9,205
Accounts receivable	<u>37,047</u>	<u>36,380</u>
	<u>60,100</u>	<u>45,585</u>
Less amounts:		
Funds required to be maintained under State agreement BMHS:	<u>6,627</u>	<u>6,627</u>
	<u>\$ 53,473</u>	<u>\$ 38,958</u>

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 11 RISKS AND UNCERTAINTIES: COVID-19**

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

**NOTE 12 SUBSEQUENT EVENTS**

Management has evaluated subsequent events through March 9, 2022, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

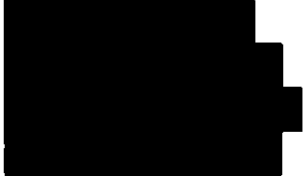
**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA  
STATEMENT OF ACTIVITIES  
BY STATE APPROVED BMHS FUNDS  
YEAR ENDED JUNE 30, 2021**

	State Approved BMHS Funds	State Approved SUSD Funds	State Approved Total	Non-BMHS Funds	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>					
Grant income, current year	\$ 346,015	\$ 102,822	\$ 448,837	\$ -	\$ 448,837
Grant income, prior year release	-	-	-	-	-
Donations	-	-	-	3,772	3,772
Program service revenue	-	-	-	-	-
Interest income	-	-	-	-	-
Total support and revenue	<u>346,016</u>	<u>102,822</u>	<u>448,838</u>	<u>3,772</u>	<u>452,610</u>
<b>EXPENSES</b>					
Salaries and wages	209,551	19,695	229,246	-	229,246
Employee benefits	18,805	-	18,805	-	18,805
Payroll taxes	20,664	-	20,664	-	20,664
Rent	60,000	6,000	66,000	-	66,000
Accounting fees	13,552	860	14,412	-	14,412
Training	2,320	-	2,320	-	2,320
Insurance	12,420	-	12,420	-	12,420
Client travel and transportation	2,632	-	2,632	-	2,632
Telephone	5,536	1,009	6,545	-	6,545
Building and household supplies	1,934	4,756	6,690	-	6,690
Office supplies and equipment	1,851	1,823	3,674	-	3,674
Client food	694	413	1,107	-	1,107
Member support	41	-	41	-	41
Advertising and promotion	61	356	417	-	417
Staff travel and transportation	719	47	766	-	766
Other expenses	182	-	182	-	182
Printing	301	75	376	-	376
Postage and shipping	260	-	260	-	260
Depreciation	-	-	-	3,527	3,527
Total expenses	<u>351,523</u>	<u>35,034</u>	<u>386,557</u>	<u>3,527</u>	<u>390,084</u>
Net Increase (Decrease) in Net Assets	(5,507)	67,788	62,281	245	62,526
<b>BMHS funds allowed for:</b>					
Security deposit	-	(3,000)	(3,000)	3,000	-
Capital purchases	-	(49,146)	(49,146)	49,146	-
	<u>-</u>	<u>(52,146)</u>	<u>(52,146)</u>	<u>52,146</u>	<u>-</u>
Net assets, beginning of year	-	-	-	28,744	28,744
Net assets assets, end of year	<u>\$ (5,507)</u>	<u>\$ 15,642</u>	<u>\$ 10,135</u>	<u>\$ 81,135</u>	<u>\$ 91,270</u>


See Independent Auditors' Report and Notes to Financial Statements




**H.E.A.R.T.S.  
Board of Directors  
October 29, 2021**

**President:** Tim Lopez  
Greater Nashua Mental Health  
  
Joined 07/16/2016  
Term #2, Term Length: 2 years  
Term Expiration: 6/30/2021

**Vice President:** Vacant

**Treasurer:** Claire Peddle  
  
Joined 05/17/2012  
Term #4, Term Length: 2 years  
Term Expiration: 6/30/2021

**Secretary:** Nick Perricone  
  
Joined 02/27/2020  
Term #1, Term Length: 2 years  
Term Expiration: 6/30/2022

Board Members: Pat Worsley



Joined 09/15/2011

Term #5, Term Length: 1 years

Term Expiration: 6/30/2021

Scott Wellman



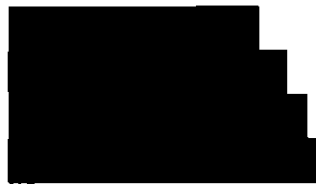
Joined 06/19/2014

Term #4, Term Length: 1 years

Term Expiration: 6/30/2021

Nicole Rochon

Greater Nashua Mental Health



Joined 9/28/2018

Term #2, Term Length: 1 years

Term Expiration: 6/30/2021

Potential candidates for future BOD's that are showing interest and will hopefully be joining us soon are as follows:

1. Diane Hebert (has attended 3 meetings)
2. Cathy Gurski (has attending 3 meetings)
3. Will vote in new officers hopefully next month in January 26 and adjust terms.

## Ken Lewis

### OBJECTIVE

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

### EXPERIENCE

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

**2009-2010 Executive Director of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI /HHI**  
 Overseen daily operations of this Peer Support Center, which is open 8:00 am to 4:00 pm Monday thru Friday. Provided peer support, literature, and training to one paid/peer staff, volunteers, and all its members. Facilitated groups, attended training, complete and maintain certifications, attend required meeting, imputed and submitted all statistical reports and documents. Continued to develop the H.E.A.R.T.S. program and a Board of Directors, reporting to the BOD, as well as registering and submitted all required paperwork to allow H.E.A.R.T.S. PSA to become a totally peer run Independent 501(C)3 corporation by end of Fiscal year FY10 June 30, 2010.

**2007-2009 Program Manager of Connections at Harbor Homes (HHI) 45 High St. Nashua, NH 03060**  
 Became the program manager and was responsible for the day-to-day supervision and operation of the peer support / information resource program for HHI. Knowledge of available services and proved proficient in referring mentally challenged and homeless individuals to the proper agencies. Supervised mentally challenged individuals satisfactory and maintained proper boundaries. Duties include but not limited to; supervising staff, volunteers, and members daily, tracking data necessary for grant outcomes and information where tracking would be needed; assurance of facility operating in a safe manner; help create and organize new program emphasizing peer support; organizing and facilitating groups using IPS and WRAP training methods. Responsible for evolving the peer support program to becoming its own independent 501(C)3 PSA Center and developing an Interim Board of Directors reporting directly to the BOD.

**2005-2007 Program Coordinator of Connections at Harbor Homes (HHI) 45 High St. Nashua, NH 03060**  
 Assisted the program manager in the day-to-day supervision and operation of the peer support / information resource program for HHI. Knowledge of available services and proved proficient in referring mentally challenged and homeless individuals to the proper agencies. Supervised mentally challenged individuals satisfactory and maintained proper boundaries. Duties include but not limited to; supervising staff, volunteers, and members daily, tracking data necessary for grant outcomes and information where tracking would be needed; assurance of facility operating in a safe manner; help create and organize new program emphasizing peer support; Organizing and facilitating groups using IPS and WRAP training methods.

**2003-2005 Machine Operator/NC Operator at Sanmina-Sci Corp. in Wilmington, MA**  
**2002-2003 Assistant Manager at Spring Glow Services in Oroville, CA**  
**1998-2002 Craftsman-Pipe Fitter/Boilermaker at NEPCO Corp. in Sacramento, CA**  
**1989-1998 Engineering Technician at HADCO Corp. in Hudson, NH**  
**1986-1989 Incoming Inspection QA/QC at Digital Corp. in Nashua, NH**  
**1984-1986 Electronic Technician at Wang Corp. in Haverhill, MA**  
**1983-1984 Electronic Technician at Lockheed/Sanders in Nashua, NH**

### EDUCATION

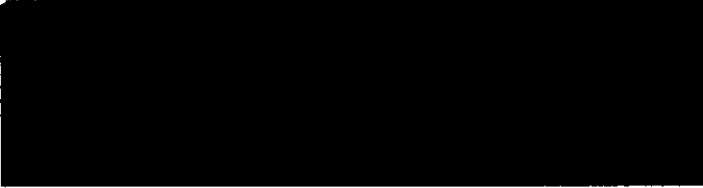
**2004 - 2007 New Hampshire Community Technical College, Nashua, NH**  
 Certificate in American Sign Language I, II, III, IV; Deaf Culture I, II  
**1974-1978 Sunnyvale High School, Sunnyvale, CA Graduated 1978**

### TRAININGS

Certified in IPS Facilitators Training and continuing a two-year Recertification as well as quarterly Co-Supervision trainings each year  
 Certified in WRAP Facilitators Training and continuing a two-year Recertification  
 Certified in WHAM Facilitators Training and continuing a two-year Recertification  
 Substance Abuse State of New Hampshire Training  
 Certified in Recovery Coach for Alcohol and Drugs  
 Planting the Seeds for Health and Wholeness Training  
 Smoking Cessation Program  
 Certified in SOAR Program  
 Certified in First Aid and CPR  
 Certification in American Sign Language  
 Safe Food Handling Class from NHFB  
 Administrative Training  
 Members Rights and Responsibilities / Sexual Harassment

Certified Peer Specialist

Leslie Ryan/*Roman*



Date March 29, 2019

**Objectives**

To work with my peers

**Education**

1998-2001 Milford High School (Diploma)

2001-2002 Vergennes Job Corps (Diploma)

▶ Degree in cooking

**Experience**

Peer Support Staff (2013 -present)

H.E.A.R.T.S. PEER SUPPORT (5 Pine Street Extension Suite 1g)

Peer Support

Facilitate groups and workshops

Constructing the Newsletter

**Qualifications**

Lived experience

W.R.A.P. Overview

W.R.A.P. Facilitator Training

W.R.A.P. Refresher Course

W.R.A.P. Workshop

I.P.S 101

I.P.S. Core

Crisis Respite Training

Attended H.E.A.R.T.S. PEER SUPPORT CENTER for three years

Attended W.R.A.P. AND I.P.S groups for three years

*Certified Peer Specialist*

[REDACTED]

# Amy Kinnunen

## Objective

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To be available to work with and support my peers. To receive support while giving support. To use the certified trainings, (TPS and WRAP) I have received as an employee of H.E.A.R.T.S.

## Experience

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2017-Present                      H.E.A.R.T.S. Peer Support Center and Peer Respite Center                      Nashua, NH

### Member/Staff

- Member/Staff Crisis Respite Center                      now in SUSD  
Is available for one on one peer support

2016-2017  
Toy's "R" Us

## EDUCATION

2002 graduated Milford High School  
Facilitator of IPS  
Facilitator of WRAP

---

References are  
available on request.

Trainings: IPS Core Facilitator  
WRAP Facilitator  
WHAM SAMHSA Course  
Certified Peer Specialist

PSC + CRC

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Ken Lewis	Executive Director	\$42,016.00
VACANT	Asst. Executive Director	\$26,520.00
Leslie Roman	PROGRAM MANAGER	\$31,200.00
Amy Kinnunen	Program Manager	\$31,200.00

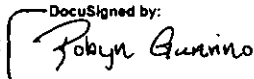
Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-03)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Infinity Peer Support Cooperative		1.4 Contractor Address 55 Summer Street Rochester, NH 03867	
1.5 Contractor Phone Number (603) 948-1036	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$560,608
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Melissa Silvey Date: 6/8/2022		1.12 Name and Title of Contractor Signatory Melissa Silvey Executive Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/8/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/7/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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



**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials

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Date 6/6/2022

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.

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Date 6/6/2022

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.
- 1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 9.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.
- 1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:
  - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
  - 1.6.2. May include individuals who are homeless.
- 1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.8. Peer Support Services:
  - 1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:
    - 1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:
      - 1.8.1.1.1. Intentional Peer Support (IPS).
      - 1.8.1.1.2. Wellness Recovery Action Planning.

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

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- 1.8.1.1.3. Whole Health Management.
- 1.8.1.1.4. Setting boundaries.
- 1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.
- 1.8.1.1.6. Wellness.
- 1.8.1.1.7. Stress management.
- 1.8.1.1.8. Addressing trauma.
- 1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 1.8.1.2.1. Smoking cessation.
  - 1.8.1.2.2. Weight loss.
  - 1.8.1.2.3. Nutrition and Cooking.
  - 1.8.1.2.4. Physical exercise.
  - 1.8.1.2.5. Mindfulness activities including, but not limited to:
    - 1.8.1.2.5.1. Yoga.
    - 1.8.1.2.5.2. Meditation.
    - 1.8.1.2.5.3. Journaling.
- 1.8.1.3. A minimum of four (4) activity groups per week that provide positive skill-building activities which may include, but are not limited to:
  - 1.8.1.3.1. Arts and crafts.
  - 1.8.1.3.2. Music expression.
  - 1.8.1.3.3. Creative writing.
  - 1.8.1.3.4. Cooking.
  - 1.8.1.3.5. Sewing.
  - 1.8.1.3.6. Gardening.
  - 1.8.1.3.7. Movies.
- 1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.1.4.1. Online blogs or articles that relate to mental health.
- 1.8.1.4.2. Obtaining employment.
- 1.8.1.4.3. Budgeting.
- 1.8.1.4.4. Decision-making.
- 1.8.1.4.5. Self-advocacy.
- 1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:
  - 1.8.2.1. Visiting a natural setting.
  - 1.8.2.2. Volunteering opportunities.
  - 1.8.2.3. Visiting a museum.
  - 1.8.2.4. Visiting a local historical site.
  - 1.8.2.5. Visiting local farms or gardens.
- 1.8.3. The Contractor shall ensure PSA's are:
  - 1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
  - 1.8.3.2. At a physical location and/or building that is:
    - 1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and
    - 1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.
- 1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:
  - 1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
  - 1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.
- 1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

- 1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;
  - 1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;
  - 1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;
  - 1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;
  - 1.8.5.5. Encourages informed decision-making about all aspects of people's lives;
  - 1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - 1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and
  - 1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.
- 1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:
- 1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;
  - 1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and
  - 1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:
    - 1.8.6.3.1. Are provided to members; participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;
  - 1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;
  - 1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and
  - 1.8.6.3.5. May include outreach calls.
- 1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:
- 1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;
  - 1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;
  - 1.8.7.3. Include member articles and contributions; and
  - 1.8.7.4. Include other relevant topics that might be of interest to members and participants.
- 1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:
- 1.8.8.1. Rights Protection.
  - 1.8.8.2. Peer Advocacy.
  - 1.8.8.3. Recovery.
  - 1.8.8.4. Employment.
  - 1.8.8.5. Wellness Management.
  - 1.8.8.6. Community Resources.
- 1.8.9. The Contractor shall provide individual peer support services to ensure individuals:
- 1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;



**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and
- 1.8.9.3. Can self-advocate.
- 1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:
  - 1.8.10.1. Information relative to obtaining and maintaining competitive employment.
  - 1.8.10.2. Referrals to community mental health center employment programs.
  - 1.8.10.3. Employment-related activities that include, but are not limited to:
    - 1.8.10.3.1. Resume writing.
    - 1.8.10.3.2. Interviewing techniques.
    - 1.8.10.3.3. Completing employment applications.
- 1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:
  - 1.8.11.1. Stigma of mental illness, wellness and recovery;
  - 1.8.11.2. Peer support and wellness services; and
  - 1.8.11.3. The peer support community.
- 1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:
  - 1.8.12.1. Preparing for appointments.
  - 1.8.12.2. Taking notes.
  - 1.8.12.3. Utilizing the physician's desk reference book as a resource.
- 1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.
- 1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:
  - 1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

- 1.8.14.1.1. Peer support services.
- 1.8.14.1.2. Wellness and recovery activities.
- 1.8.14.1.3. Annual conferences.
- 1.8.14.1.4. Regional meetings.
- 1.8.14.1.5. Council meetings.
- 1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:
  - 1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.
  - 1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.
  - 1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.
- 1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.
- 1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.
- 1.8.14.5. Acknowledge funding from the Department to support transportation costs:
  - 1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.
  - 1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership

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- application to join and support the activities and mission of the PSA.
- 1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:
- 1.8.16.1. The minimum engagement policy.
  - 1.8.16.2. Suspension of membership policy.
  - 1.8.16.3. Membership rules.
  - 1.8.16.4. Attestation that the consumer supports the mission of the PSA.
- 1.8.17. The Contractor shall provide services to:
- 1.8.17.1. Both members and non-members.
  - 1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.
- 1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
- 1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
- 1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
    - 1.8.19.1.1. Individuals name.
    - 1.8.19.1.2. Date of written grievance.
    - 1.8.19.1.3. Nature and subject of the grievance.
    - 1.8.19.1.4. A method to submit an anonymous grievance.
  - 1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
  - 1.8.19.3. A method to track grievances.
  - 1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

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- 1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.
- 1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.
- 1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.
- 1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.
- 1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.
- 1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:
  - 1.8.25.1. Mental health service providers.
  - 1.8.25.2. Area homeless shelters.
  - 1.8.25.3. Community action programs.
  - 1.8.25.4. Housing agencies.
- 1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.
- 1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:
  - 1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

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- 1.8.27.2. Any review may result in a report and potential corrective action plan.
- 1.8.28. The Contractor shall participate in quality assurance reviews as follows:
  - 1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.
  - 1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:
    - 1.8.28.2.1. Data.
    - 1.8.28.2.2. Financial records.
    - 1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.5. Scheduled phone access to Contractor principals and staff.
- 1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
  - 1.8.29.1. Participating in bi-annual quality improvement review.
  - 1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
  - 1.8.29.4. Reviewing personnel files for completeness.
  - 1.8.29.5. Reviewing the grievance process.
- 1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.
- 1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.
- 1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

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- 1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
  - 1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.
  - 1.8.33.3. Annual wellness training is available to staff.
  - 1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.
  - 1.8.33.5. All personnel and training records are current and available to the Department, as requested.
- 1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
- 1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:
- 1.8.35.1. The individual's name is on the BEAS State Registry;
  - 1.8.35.2. The individual has a criminal record of a felony conviction;  
or
  - 1.8.35.3. The individual has a record of any misdemeanor conviction involving:
    - 1.8.35.3.1. Physical or sexual assault;
    - 1.8.35.3.2. Violence;
    - 1.8.35.3.3. Exploitation;
    - 1.8.35.3.4. Child pornography;
    - 1.8.35.3.5. Threatening or reckless conduct;
    - 1.8.35.3.6. Theft;
    - 1.8.35.3.7. Driving under the influence of drugs or alcohol;or

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- 1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
- 1.11.1. Personnel records.
  - 1.11.2. Financial records.
  - 1.11.3. Program data files.
- 1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.
- 1.13. Reporting
- 1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
    - 1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.
    - 1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.
    - 1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:
      - 1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.
      - 1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
    - 1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

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- 1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
- 1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
- 1.13.1.7. Quarterly revenue and expenses by cost, category and locations.
- 1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.
- 1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.
- 1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
  - 1.13.3.1. Community outreach activities as outlined in the Statement of Work.
  - 1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.
  - 1.13.3.4. Statistical data including, but not limited to:
    - 1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.
    - 1.13.3.4.2. Program utilization data.
    - 1.13.3.4.3. Number of telephone peer support outreach contacts.
    - 1.13.3.4.4. Number and description of outreach activities.
    - 1.13.3.4.5. Number and description of educational events provided on-site and in the community.



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- 1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.
  - 1.13.3.6. Board of Directors meeting minutes for the previous quarter that include; but are not limited to:
    - 1.13.3.6.1. Executive Director's report.
    - 1.13.3.6.2. Board of Directors roster.
  - 1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:
    - 1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.
    - 1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.
    - 1.13.4.3. The contract shall provide the following reports as determined by the department:
      - 1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.
  - 1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.
  - 1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.
  - 1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.
- 1.14. Performance Measures
- 1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.
  - 1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
  - 1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

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1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**2. Exhibits Incorporated**

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

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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

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

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

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Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

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

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

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

**4. Records**

- 4.1. The Contractor shall keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

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or collected by the Contractor.

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

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
  - 1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
  - 3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
  - 3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to:

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. 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.
8. Audits
  - 8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.
  - 8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 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.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
9. Property Standards
  - 9.1. Insurance coverage.

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9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

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provide for competition to the extent practicable and result in the highest possible return.

- 9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

**9.3. Equipment.**

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

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

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

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

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

**9.3.3. Use.**

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

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that

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such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

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

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

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

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

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

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

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

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or

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Peer Support Agencies**

**EXHIBIT C**

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

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

**10. Property Trust Relationship and Liens**

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



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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

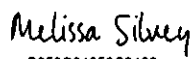
Place of Performance (street address, city, county, state, zip code) (list each location)


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

Vendor Name: Infinity Peer Support Cooperative

6/6/2022

Date

DocuSigned by:  
  
 Name: Melissa Silvey  
 Title: Executive Director

Vendor Initials   
 Date 6/6/2022



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Infinity Peer Support Cooperative

6/6/2022

Date

DocuSigned by:

*Melissa Silvey*

Name: Melissa Silvey

Title: Executive Director

DS  
MS

Vendor Initials

6/6/2022

Date



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

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Infinity Peer Support Cooperative

6/6/2022

Date

DocuSigned by:

Melissa Silvey

Name: MELISSA Silvey

Title: Executive Director

DS
MS

Contractor Initials
6/6/2022
Date



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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





New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: Infinity Peer Support Cooperative

6/6/2022

Date

DocuSigned by:  
Melissa Silvey  
Name: Melissa Silvey  
Title: Executive Director

Exhibit G

Contractor Initials

DS  
MS

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Infinity Peer Support Cooperative

6/6/2022

Date

DocuSigned by:

Melissa Silvey

Name: Melissa Silvey

Title: Executive Director



## New Hampshire Department of Health and Human Services

## Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

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Contractor Initials

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Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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## New Hampshire Department of Health and Human Services



## Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

3/2014

Contractor Initials

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6/6/2022  
Date



## New Hampshire Department of Health and Human Services

## Exhibit I

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

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

3/2014

Contractor Initials

MS

6/6/2022  
Date



## 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. MS

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Contractor Initials

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Date



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

Infinity Peer Support Cooperative

The State by:

Name of the Contractor

*Katja S. Fox*

*Melissa Silvey*

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

melissa silvey

Name of Authorized Representative  
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/6/2022

6/6/2022

Date

Date

DS  
*MS*

Date 6/6/2022





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.

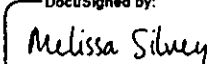
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information); and further agrees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

6/6/2022

Date

DocuSigned by:  
  
 Name: MELISSA SILVEY  
 Title: Executive Director



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 96-732-7925
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

  x   NO                             YES

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

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

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

       NO                             YES

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

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

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

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

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

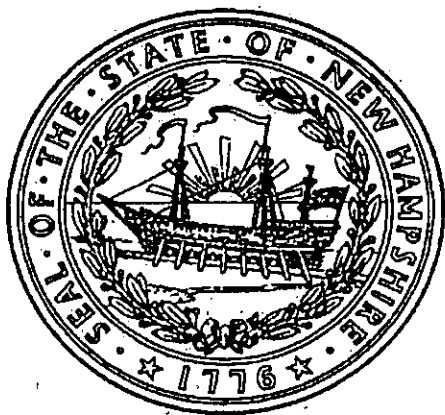
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that INFINITY PEER SUPPORT COOPERATIVE is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on December 30, 1994. 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: 222319

Certificate Number : 0005785783



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of June A.D. 2022.

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

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Infinity Peer Support Cooperative  
(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 June 1st 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Melissa Silvey or Denise LaFrance (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Infinity Peer Support Cooperative 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: 06/02/2022



\_\_\_\_\_  
Signature of Elected Officer  
Name: Elizabeth Grosso  
Title: Board Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**6/6/2022**

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).

<b>PRODUCER</b> Bernier Insurance Inc. 32 Wakefield St Rochester, NH 03867	<b>CONTACT NAME:</b>	<b>PHONE (A/C, No, Ext):</b> (603) 335-2345	<b>FAX (A/C, No):</b> (603) 994-4663
	<b>E-MAIL ADDRESS:</b> info@bernierins.com		
<b>INSURED</b>  Infinity Peer Support Cooperative 55 Summer St Rochester, NH 03867	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Insurance Company		
	<b>INSURER B:</b> AmTrust		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YWV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC OTHER:			PHPK2282432	8/2/2021	8/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2282443	8/2/2021	8/2/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input checked="" type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yss. describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3535455	7/6/2021	7/6/2022	PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Prof Liab			PHPK2282432	8/2/2021	8/2/2022	D&O & EPLI 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Non-Profit Organization - Human Services

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire  
 Department of Health and 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

**Mission Statement for Infinity Peer Support Cooperative:**

Our members are dedicated to building a community with an alternative, peer-oriented approach to mental health wellness and recovery.

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION  
Years Ended June 30, 2021 and 2020



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**ROWLEY & ASSOCIATES, P.C.**

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

**INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS**

To the Board of Directors  
Tri-City Consumers' Action Co-Operative  
Rochester, New Hampshire

**Opinion**

We have audited the accompanying financial statements of Tri-City Consumers' Action Co-Operative (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2021 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-City Consumers' Action Co-Operative as of June 30, 2021 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Tri-City Consumers' Action Co-Operative and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of Management for the Financial Statements**

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

**Auditors' Responsibilities for the Audit of the Financial Statements**

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

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

Exercise professional judgement and maintain professional skepticism throughout the audit.

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

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Tri-City Consumers' Action Co-Operative's internal control. Accordingly, no such opinion is expressed.

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

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Tri-City Consumers' Action Co-Operative's ability to continue as a going concern for a reasonable period of time.

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

#### **Report on Summarized Comparative Information**

We have previously audited Tri-City Consumers' Action Co-Operative's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 8, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

#### **Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 12 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.  
Concord, New Hampshire  
December 6, 2021

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2021 AND JUNE 30, 2020**  
**See Independent Auditors' Report**

<b>ASSETS</b>	<u><b>2021</b></u>	<u><b>2020</b></u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents		
• Operating	\$ 19,390	\$ 12,330
BMHS refundable	19,005	23,772
Total cash and cash equivalents	<u>38,395</u>	<u>36,102</u>
Accounts receivable	19,554	19,617
Prepaid expenses	2,844	2,479
Total Current Assets	<u>60,793</u>	<u>58,798</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>		
Land	66,700	66,700
Building	257,710	257,710
Vehicles	53,946	53,946
Furniture and fixtures	11,829	11,829
Total property & equipment	<u>390,185</u>	<u>390,185</u>
Less accumulated depreciation	<u>82,448</u>	<u>68,450</u>
	<u>307,737</u>	<u>321,735</u>
Total Assets	<u>368,530</u>	<u>379,933</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	4,292	1,868
Accrued expenses	6,848	9,560
Mortgage payable, current portion	6,879	6,449
Refundable Advance, BMH funds	19,005	23,772
Deferred Revenue	6,825	-
Total Current Liabilities	<u>43,849</u>	<u>41,649</u>
<b>LONG TERM LIABILITIES</b>		
Mortgage payable, less current portion	199,558	206,867
Note payable - State of NH BMH	25,000	25,000
Total Long Term Liabilities	<u>224,558</u>	<u>231,867</u>
<b>OTHER LIABILITIES</b>		
Payroll Protection Program Loan	-	22,000
<b>NET ASSETS</b>		
Without Donor Restriction	100,123	84,417
With Donor Restriction	-	-
Total Net Assets	<u>100,123</u>	<u>84,417</u>
Total Liabilities and Net Assets	<u>\$ 368,530</u>	<u>\$ 379,933</u>

Notes to Financial Statements

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**STATEMENTS OF ACTIVITIES, FUNCTIONAL EXPENSES AND CHANGES IN NET ASSETS**  
**YEARS ENDED JUNE 30, 2021 AND 2020**  
**See Independent Auditors' Report**

	<u>2021</u>	<u>2020</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Grant income	\$ 195,762	\$ 193,629
Public grants	6,058	-
Donations	915	8,033
Payroll Protection Program forgiveness	22,000	-
Interest income	2	3
Total support and revenue	<u>224,737</u>	<u>201,665</u>
<b>EXPENSES</b>		
Program Expenses		
Wages	102,830	87,430
Payroll taxes	8,131	6,876
Employee benefits	4,612	5,760
Retirement plan expense	1,802	-
Office supplies	5,373	3,131
Building supplies	1,923	4,070
Food and other consumable supplies	-	512
Telephone and internet	4,292	4,366
Utilities	18,199	12,808
Insurance	10,671	9,615
Repairs and maintenance	5,408	4,151
Transportation and travel	2,086	3,064
Member training	1,000	11,601
Depreciation	13,998	13,998
Postage	55	400
Equipment rental	2,441	2,400
Interest expense	10,064	10,479
Client services expense	4,444	3,843
Miscellaneous	1,716	837
Total program expenses	<u>199,045</u>	<u>185,341</u>
Administrative Expenses		
Audit fees	7,337	7,070
Fundraising Expenses		
Marketing and advertising	2,649	898
Total expenses	<u>209,031</u>	<u>193,309</u>
Increase in net assets	15,706	8,356
Net assets, beginning of year	84,417	76,061
Net assets, end of year	<u>\$ 100,123</u>	<u>\$ 84,417</u>

Notes to Financial Statements

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30, 2021 AND 2020**  
**See Independent Auditors' Report**

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in net assets, current year	\$ 15,706	\$ 8,356
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Payroll Protection Program loan forgiveness	(22,000)	
Depreciation	13,998	13,998
(Increase) decrease in operating assets:		
Accounts receivable	63	(19,616)
Prepaid expenses	(365)	(267)
Increase (decrease) in operating liabilities:		
Accounts payable	2,424	(3,325)
Accrued expenses	(2,712)	(730)
Refundable Advance, BMH funds	(4,767)	(440)
Deferred Revenue	6,825	-
Net cash provided (used) by operating activities	<u>9,172</u>	<u>(2,024)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net payments on mortgage payable	(6,879)	(6,464)
Net Proceeds, Payroll Protection Plan Loan	-	22,000
Net cash provided (used) by financing activities	<u>(6,879)</u>	<u>15,536</u>
Net increase in cash and cash equivalents	2,293	13,512
Cash and cash equivalents, Beginning of Year	<u>36,102</u>	<u>22,590</u>
Cash and cash equivalents, End of Year	<u>\$ 38,395</u>	<u>\$ 36,102</u>
<b>SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION</b>		
Cash paid for interest	<u>\$ 10,064</u>	<u>\$ 10,479</u>

Notes to Financial Statements

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 1 NATURE OF ORGANIZATION**

Tri-City Consumers' Action Co-Operative (the Co-op) is a nonprofit organization incorporated under the laws of the State of New Hampshire on December 30, 1994. The Co-op's purpose is to provide a peer support center for its members. Members include persons with professional or self-diagnosed mental illness issues. The goals of the Co-op are to enhance a path to recovery, independence and personal wellness by reducing crises due to symptoms of mental wellness issues. The center's focus is on teaching members mental wellness management skills.

The Co-op provides daily workshops in wellness management, individual peer assistance, telephone support, transportation, monthly newsletter and educational events designed to help members increase their mental wellness.

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES**

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

**Basis of Accounting**

The financial statements of Co-op have been prepared on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

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

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

**Support and revenue**

The Co-op receives 99% of its income from the State of New Hampshire Department of Health and Human Services, Bureau of Behavioral Health in the form of grants. The remainder of its income is derived from donations, members and interest on saving accounts.

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2021 and 2020**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Property and Equipment**

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight-line basis over the useful lives of the assets as listed below. Depreciation expense was \$13,998 for the years ended June 30, 2021 and 2020. Expenditures for repairs and maintenance are expensed when incurred.

Buildings & Improvements	15-39 Years
Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

**Functional and Cost Allocation of Expenses**

The Co-op allocates expenses among program services, management and general, and fundraising based on direct costs and other factors, including space utilization and time. The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities, consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

**Accounts Receivable**

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

**Use of estimates**

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



**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**In-Kind Contributions**

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

**Donated Materials and Services**

It is the intent of the Co-op to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2021 and 2020, there were no donated goods or services.

**Income taxes**

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

**Financial Instruments**

The carrying value of cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2021 and 2020, which approximates fair value due to the relatively short maturity of these instruments.

**Concentration of Risk**

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2021 and 2020 the Organization had no uninsured cash balances.

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 3 VACATIONS AND SICK PAY PAYABLE**

The Co-op has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2021 and 2020 was \$1,329 and \$2,179, respectively.

**NOTE 4 EMPLOYEE TAX SHELTERED ANNUITY PLAN**

The Co-op maintains a Section 403-b tax sheltered annuity plan for eligible employees. For the years ended June 30, 2021 and 2020 respectively, the Co-op contributed \$1,802 and \$0 to this defined contribution plan, respectively.

**NOTE 5 REFUNDABLE ADVANCE**

Under the terms of the service agreement with the Bureau of Mental Health (BMH), a division of the State of New Hampshire's Department of Health and Human Services, The Co-op was required to segregate amounts advanced but not expended at year-end as a refundable advance. Funds set aside in accordance with this requirement amounted to \$19,005 and \$23,772 for the years ended June 30, 2021 and 2020, respectively.

**NOTE 6 DEFERRED REVENUE**

In addition, the terms of BMH require the Co-op to record a surplus of funds as unearned revenue. The Co-op had \$6,825 and \$0 in unearned revenue as of June 30, 2021 and 2020, respectively.

**NOTE 7 SUBSEQUENT EVENTS**

Management has evaluated subsequent events through December 6, 2021, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2021 and 2020**

**NOTE 8 LONG TERM DEBT**

Long-term debt consisted of the following as of June 30:	<u>2021</u>	<u>2020</u>
Mortgage payable to a bank in monthly installments of \$1,412 including principal and interest beginning September 2015. Mortgage has a fixed interest rate of 4.99% for the first five years followed by an adjustable rate for the remainder of the loan. The note is secured by a mortgage on real estate and matures September 2035.	\$206,437	\$213,316
Note payable, State of NH BMH with no monthly installments and no interest accrued. The note is secured by a second mortgage on real estate. The maturity of the note is contingent upon the sale of the real estate.	<u>25,000</u>	<u>25,000</u>
Total	231,437	238,316
Less current portion	<u>6,879</u>	<u>6,449</u>
Long-term debt	<u>\$224,558</u>	<u>\$231,867</u>

Future maturities of long-term debt at June 30 are as follows:

2022	\$ 6,880
2023	7,122
2024	7,485
2025	7,868
2026	8,262
Thereafter	<u>193,820</u>
	<u>\$231,437</u>

**NOTE 9 BOARD DESIGNATED NET ASSETS**

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

**NOTE 10 LEASE AGREEMENT – RENTAL INCOME**

The Organization has a space available to rent to the public. The Organization receives rent when the opportunity arises. They received \$-0-, during the years ended June 30, 2021 and 2020.

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2021 and 2020**

**NOTE 11 LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS & CONTINGENCIES**

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

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 38,395	\$ 36,102
Accounts receivable	<u>19,554</u>	<u>19,617</u>
	<u>57,949</u>	<u>55,719</u>
Less amounts:		
Deferred revenue, BMHS funds required to be maintained under State agreement	<u>(19,005)</u>	<u>(23,772)</u>
	<u>\$ 38,944</u>	<u>\$ 31,947</u>

Accounts receivable as of June 30, 2021 is comprised of funds from the Organization's BMHS grant.

**NOTE 12 SBA PAYROLL PROTECTION PROGRAM LOAN**

On April 29, 2020 the Organization received approval of a loan from The U.S. Small Business Administration (SBA) as part of the Paycheck Protection Program in the amount of \$22,000. The loan called for interest fixed at 1%. No payments were required for six months from the date of the loan. The note was due to mature two years from the date of first disbursement of the loan. On November 20, 2021 the U.S. SBA forgave the loan in the amount of \$22,000.

**NOTE 13. RISKS AND UNCERTAINTIES: COVID-19**

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

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
STATEMENTS OF ACTIVITIES  
BY STATE APPROVED BMH FUNDS  
YEAR ENDED JUNE 30, 2021  
See Independent Auditors' Report**

	State Approved BMH Funds	Non-BMH Funds	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income, current year	\$ 190,995	\$ -	\$ 190,995
Grant income, released from reserve	4,767	-	4,767
Public grants	-	6,058	6,058
Donations	-	915	915
Interest income	2	-	2
Payroll Protection Program forgiveness	-	22,000	22,000
Total support and revenue	<u>195,764</u>	<u>28,973</u>	<u>224,737</u>
<b>EXPENSES</b>			
Wages	\$ 102,830	\$ -	\$ 102,830
Payroll taxes	8,131	-	8,131
Employee benefits	4,612	-	4,612
Retirement plan expense	1,802	-	1,802
Office supplies	5,373	-	5,373
Building supplies	1,378	545	1,923
Telephone and internet	4,228	64	4,292
Utilities	18,199	-	18,199
Insurance	10,671	-	10,671
Repairs and maintenance	4,519	795	5,314
Audit fees	7,337	-	7,337
Transportation and travel	2,098	82	2,180
Member training	1,000	-	1,000
Depreciation	-	13,998	13,998
Postage	55	-	55
Equipment rental	2,441	-	2,441
Interest expense	10,064	-	10,064
Client Services	72	4,372	4,444
Marketing and advertising	2,649	-	2,649
Miscellaneous	1,426	290	1,716
Total expenses	<u>188,885</u>	<u>20,146</u>	<u>209,031</u>
Net operating increase in net assets	6,879	8,827	15,706
BMH funds allowed for debt reduction	<u>(6,879)</u>	<u>6,879</u>	<u>-</u>
Net increase in net assets	-	15,706	15,706
Net Assets, Beginning of Year	<u>-</u>	<u>84,417</u>	<u>84,417</u>
Net Assets End of Year	<u>\$ -</u>	<u>\$ 100,123</u>	<u>\$ 100,123</u>

Notes to Financial Statements

## Infinity Peer Support Board of Directors

06.06.2022

### **PRESIDENT**

**Denise LaFrance**

Joined: 03-24-2019

Term#: 1

Term Length: 3 years

Expiration: 03-24-2022

### **VICE-PRESIDENT**

**VACANT**

### **TREASURER**

**Pam Becker**

Term # 1

Joined 09/29/2021

Term Length: 01/05/2024

### **SECRETARY**

**Beth Grosso**

Joined: 03-04-2021

Term #: 1

Term Length: 3 years

Expiration: 03-04-2024

### **Bonnie Rivera**

Joined September 1, 2021

Term Length: # 1

Term Length: 3 years

Expiration: 06/01/2024

### **Lucy Digiovanni**

Joined September 1, 2021

Term Length: # 1

Term Length: 3 years

Expiration: 09/01/2024

### **Carmen Martell**

Joined 07/28/2021

Term Length: # 1

Term Length: 3 years

Expiration: 07/28/2024

### **Heather Walker-McConihe**

Term Length: # 1

Term Length: 3 years

Expiration: 06/01/2024

### **EXECUTIVE DIRECTOR**

**Melissa Silvey**

# MELISSA J. SILVEY

## MANAGEMENT PROFILE

LEADERSHIP / PROGRAM MANAGEMENT / MARKETING / COMMUNICATIONS / PUBLIC RELATIONS  
BUSINESS DEVELOPMENT / PROJECT MANAGEMENT / PARTNER RELATIONS

Goal-focused, growth-minded leader with 20+ years of accomplishments spanning organizational growth and change management, program development and implementation, team leadership, workflow and processes, marketing, facilitation, and alliance building.

Offering a two decades of documented leadership and management, growing and building local programs to national recognition, conceptualizing, and leading highly effective innovations and solutions to complex problems, and spearheading project improvements and changes that drive performance increases in all key metrics. Strong team leader known for coaching, mentoring, dedication, energy, and ability to pivot flexibly and quickly to address new challenges and situations.

Qualifications include:

- Strategic Planning
- Navigation of complex systems
- Project management
- Mobilizing federal, state and local leadership
- Experienced facilitator
- Program development
- Budget Planning, Oversight & Administration
- Legislative Affairs & Public Relations
- Continuous Quality Improvement
- Experienced, engaged facilitator
- Highly visible leadership role
- Grant & Proposal Writing for wide variety of projects
- Data Collection
- Leading Teams
- Familiarity with Accreditation(s)

## PROFESSIONAL EXPERIENCE

**Executive Director, February 2021-present**  
Infinity Peer Support, Rochester, NH

Work with Tri-City Co-Op Board to find next Executive Director. Interact with Finance Director and State to ensure seamless transition. Spearheaded the soft opening of the Agency after a close-down during COVID in December 2019. This included reengaging staff to move from strictly hybrid to in person offerings for those with severe, persistent mental illness and those with co-occurring disorders. Oversee the implementation of Intentional Peer Support (IPS) and Wellness Recover Action Plans (WRAPS) as well as monthly educational opportunities. Report to Board of Directors accomplishments and obstacles.

Needs Assessment

- Assess agency's ability to reopen with disenfranchised individuals needing peer support face to face and put into place best practices for reopening during COVID

Change Management

- Work with Board and Members to develop a complete rebranding strategy including name change and logo update
- Reviewed budgets to determine what if any cost savings can be realized including hours of staffing, and identification of grant opportunities

Stakeholder Network Development

- Promote the agency among stakeholder organizations and increase visibility in Strafford County, including targeted messaging to stakeholders about service offerings
- Work within the confines of the agency's Action Plan/Strategic Plan & report progress to board

Data collection & Compliance

- Include Members in aspects of planning with a mantra of "nothing about us without us"
- Develop processes for data collection across agency programs and staff to better report outcomes and goals to state and federal funder

Community Projects Manager, May 2020-present

*Continued*

**MELISSA J. SILVEY *cont.***

Community Action Partnership of Strafford County, Dover, NH

Work directly with CEO to complete special projects including an acquisition of a childcare program, moving agency to become paperless with DocuSign, updating their required Needs Assessment for federal funding support, developed dashboards for progress on Governor's GOFERR program for Housing Stabilization, co-wrote grant for DCYF involved families for support services, led a pilot project for a Shared Service model with area childcare programs so they have access to staffing and back room operations at CAPSC.

- |                                  |  |
|----------------------------------|--|
| <b>Needs Assessment</b>          | <ul style="list-style-type: none"> <li>▪ COVID Needs Assessment</li> <li>▪ CAP 3 year Needs Assessment</li> </ul>  |
| <b>Change Management</b>         | <ul style="list-style-type: none"> <li>▪ Merger and Acquisition of small non-profit and required transformation using change management skills</li> <li>▪ Pilot-Shared Services model among childcare providers accessing CAPs back office supports</li> </ul> |
| <b>Structured Transformation</b> | <ul style="list-style-type: none"> <li>▪ Data mining and data integration</li> <li>▪ Mentored and coached new hire for Hub Shared Service model</li> </ul>   |
| <b>Data collection</b>           | <ul style="list-style-type: none"> <li>▪ Worked closely with Early Learning NH and UWGS on Hub Pilot</li> <li>▪ Worked to develop data dashboards for CEO on a variety of programs</li> </ul>  |

**Director of Development, July 2019-February 2020**

Rochester Opera House, Rochester, NH

Worked on developing donor program for Opera House and Rochester Performance and Arts Center (RPAC) that included developing a workflow for donor outreach and worked within donor management platform utilizing Donor Perfect. Researched grant opportunities coordinated grant reporting, and grant writing. Developed presentations for community groups to understand all facets of programs and theatre offerings. Worked with potential and current donors to cultivate giving.

- |                          |  |
|--------------------------|--|
| <b>Donor Cultivation</b> | <ul style="list-style-type: none"> <li>▪ Successfully developed donor database to establish capital campaign</li> <li>▪ Created a donor database using Donor Perfect where no donor base existed</li> <li>▪ Presented key contributions to community organizations with goal of increasing donors</li> </ul> |
|--------------------------|--|

**Principal and CEO January 2018-present**

Impact Leadership Strategy, LLC, Barrington, NH

Created LLC to respond to organizational needs throughout NH such as grant writing, change management, merger support, climate of culture within organizations, employee retention, needs assessment, strategic planning and leadership coaching and development.

- |   |  |
|---|--|
| <b>Strategic Planning</b>   | <ul style="list-style-type: none"> <li>▪ Providing stakeholders opportunities to convene and develop strategic planning for short- and long-range goals and objectives</li> <li>▪ Ensuring that change management and organizational culture is identified and woven into strategic planning process so all affected can feel heard</li> </ul>   |
| <b>Needs Assessment</b>   | <ul style="list-style-type: none"> <li>▪ Work with boards to complete needs assessment and facilitate retreats to ensure that qualitative and quantitative data is gathered to round out needs' assessment</li> <li>▪ Utilize focus groups and surveys to gather data from employees and outside stakeholders for needs assessment</li> </ul>  |
| <b>Change Management &amp; Managing Organizations Cultural Shifts</b> | <ul style="list-style-type: none"> <li>▪ Create plans that utilizes workflows, existing algorithms, organization charts and strategic plans to determine course of action for change management</li> <li>▪ Disseminate change management plan proposals to Board of Directors and Organization Leadership</li> <li>▪ Assess organizational climate as well as employee climate in preparation for change or identify steps organizations can take to lessen or eliminate toxic workplaces</li> </ul> |



**MELISSA J. SILVEY cont.**

**Structured Transformation**

- Branded and directed all marketing efforts for Impact Leadership Strategy including website, marketing, collateral materials and logo with help from designer
- Planned and facilitated focus groups, key informant interviews to bolster strategic planning & structured transformation efforts
- Prioritized key findings to develop plan for organization leadership to proceed with structured transformation
- Provide organizational leadership and utilized stakeholders' tools to undertake the steps needed for a merger or acquisition
- Identify areas of employee impact and advise leadership on how to soften any potential change that will directly impact

**Director, Public Health ▪ Continuum of Care Manager ▪ Regional Network Coordinator**  
**Oct 2010-Jan 2018**  
Goodwin Community Health, Somersworth NH

Led the development of a comprehensive Regional Public Health Network for the Strafford County area that encompassed Assessment, Capacity, Planning, Implementation and Evaluation for Public Health, Mental Health and Substance Misuse initiatives. Developed treatment and recovery infrastructure, and successfully garnered over \$1.5M in grants. Excelled at forming strategic alliances, thinking big and being innovative, fostering new collaborations, leading policy development, providing fiscal management and oversight, developing competitive proposals, providing supervision, and sustainability.

**KEY CONTRIBUTIONS & ACCOMPLISHMENTS:**

**Stakeholder Network Development**

- Workgroups developed and facilitated to identify regional priorities related to substance use consequence and consumption
- Became first in the state to implement Screening, Brief Intervention and Referral to Treatment (SBIRT) in a clinical setting for patients 12 and older, received funding and after implementation from states largest community foundation, utilized our outcomes to secure 1M from national funder

**Funding and Sustainability**

- Worked with Chief Technology Officer on implementing screening tools into Electronic Medical Record (EMR) to document implementation of S2BI (Teen Screening), SBIRT, IOP, initiated Medication Assisted Recovery (MAR) with our providers, presented at monthly all-staff meetings, and clinical team meetings
- Provided support and guidance within a Continuous Quality Improvement (CQI) healthcare environment that initiated several ideas such as tablets in waiting room, development of Intensive Outpatient Program (IOP) & integrated MAR
- Assisted with garnering over 1M in funding for various clinical initiatives such as MAT, IOP, SBIRT, S2BI, Public Health, Coordinated School Health and Farmer's Market

**Data Collection/Dissemination**

- Strong ability to see if data collection was correctly correlated so it was measurable and achievable
- Provided strategic guidance and recommendations weekly to multi-million-dollar healthcare delivery system & CEO
- Created and implemented regional taskforce to address the public health epidemic related to opioids

**Continuous Quality Improvement**

- Branded local public health initiative through the development of promotional materials, website and e-news that reached over 1,000 people
- Planned and facilitated numerous focus groups, key informant interviews, moderated topical community discussions and regional summits to bolster strategic planning efforts for alcohol and other drug prevention initiatives

**Facilitation, Branding, Marketing, Diversity & Events**

- Prioritized key data findings of analysis to spearhead comprehensive 3-year workplan for population level public health and prevention

**MELISSA J. SILVEY cont.**

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**Supervision**

- Planned and oversaw administration of Youth Risk Behavior Survey (YRBS) for over 4,500 middle & high school students within catchment area over ten-year period
- Oversaw the management of 12 grants in various fiscal years and met all proposed outcomes and workplans
- Supervised the development of Emergency Preparedness coordination for County, school-based flu shots to over 900 children, and the development of a Farmer's Market for staff, WIC participants and public access

**CPC Coordinator, July 2007-Sept 2010**

United Way of the Greater Seacoast & United Way of Massachusetts Bay, Portsmouth, NH

Implemented federal Strategic Prevention Framework for 20 Cities and Towns in the greater Seacoast NH area that encompasses Assessment, Capacity, Planning, Implementation and Evaluation, prioritizing cultural competency and sustainability. Nurtured board development and cultivated broad membership which led to an effective and sustained prevention infrastructure. Environmental strategies were identified which lead to lasting impact and reduction in underage drinking and binge drinking within the region based on survey data.

**Director, 2006-2007 ■ Deputy Director, 2005-2006 ■ Consultant, 2004-2005**

Milton S. Eisenhower Foundation, Youth Development & Employment Relocation Programs, Washington, D.C.

Success in consulting role led to newly created position as Director of Youth Development & Employment Replication Programs. Took the lead in replicating Youth Safe Haven sites and Quantum Opportunities program (QOP) throughout NH, then providing technical assistance to other Housing Authorities nationwide. Spearheaded research and development of national model for launch of an out-of-school youth program.

Provided technical assistance to four NH Housing Authorities. Formed and cultivated community partnerships identified grant/funding opportunities and worked on congressional appeals for funding. Represented foundation, working with program sites around the nation to set measurable goals and improve performance; help to attain non-profit status for sites without existing 501c3 nonprofit status. Reported directly to CEO and COO and advised senior management on nationwide trends in earmarks and funding.

**Director, 1998-2005 ■ Coordinator, 1996-1998**

Dover Housing Authority, Director-Family Services, Dover, NH

Reporting directly to Executive Director within 184-unit family housing development. Transformed program into a nationally recognized, award-winning program that expanded into 2 locations with significantly increased capacity, new strategic partnerships throughout the community, and strategic positioning to vie competitively for national, state, and local funding.

Built and supervised a 15-person FT and PT staff (expanded from 4 to 15 employees). Oversaw and coordinated public relations, budget management, business development/grant writing, program development, client communications, and problem resolution. Represented organization at local community meetings and events, developed strategic partnerships and alliances with community agencies, and facilitated community participation in programs. Administered more than \$1M in grants, reporting to 15 grantors and funding sources annually.

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**EDUCATION**

Master of Science in Leadership – 2019

Granite State College- Concord, NH

Bachelor of Social Work (B.S.W.), emphasis in Political Science – 1996

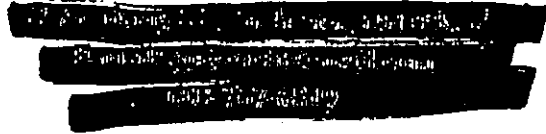
Colorado State University- Pueblo, CO

**OTHER PROFESSIONAL SERVICE & EDUCATION**

Recovery Coaching Academy- Facilitator & Train the Trainer (TOT)

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**Carole Otash**



**EXPERIENCE**

Program Coordinator  
Infinity Peer Support

2021-present  
Rochester, NH

- Plan and facilitate programs
- Develop program calendar
- Develop Newsletter
- Supervise employees
- Organize field trips
- Drive van for outings/member pick up and drop off
- Gather and report statistics to the state

**CERTIFICATES**

- 30-hour training for the Art and Science of Peer-Assisted Recovery
- Suicide Prevention Training
- New Hampshire Safe Motorist Course

Activities Coordinator  
The Edgewood Centre

2006-2020  
Portsmouth, NH

- Developed Activities Calendar
- Planned and facilitated activities for dementia and Alzheimer's residents
- Organized Outings
- Completed progress notes and care plans
- Organized and held annual craft fair
- Drove bus for outings
- Planned and facilitated intergenerational groups
- Responsible for special projects
- Worked individually with residents with hobbies to maintain quality of life

## **CERTIFICATES**

- Certified Chair Chi Instructor
- Various Activities certificates from seminars attended
- Communication- Peer Coaching Course

## **EDUCATION**

2006	Bachelors Human Services	Franklin Pierce College
1985	Associates in Business	New Hampshire Technical Institute

## **SKILLS**

- Ability to work independently or as a team member
- Proficient computer skills
- Excellent organization skills
- Knowledge of event planning
- Public speaking experience
- Excellent communication skills
- Excellent phone etiquette
- Ability to find and purchase or recycle items for activities



# Sharon Reynolds

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**Professional Summary**

Bring more than fifteen years of customer service, leadership and tutor/counseling experience to your organization. Use my experiences as a peer, member and volunteer to assist your members in mental health wellness and recovery.

**Education**

1983—1987 University of New Hampshire Durham, NH

**Bachelor of Arts, Communication**

**Bachelor of Science, Business Administration**

**Additional Volunteer & Education Experience**

- Board President, Infinity Peer Support Board of Directors
- Board Member, Community Partners
- Fall Booksale Coordinator, Friends of the Dover Public Library
- Citizen Member, Alliance for Community Transportation
- Member, NH PBS Community Advisory Board
- Member, NH Mental Health Peer Alliance
- Vice-Chair, NH Mental Health Planning & Advisory Council
- Former Student, Advanced Writing, Dover Adult Learning Center of Strafford County

**Related Experience**

2016—Present China Yan 2 Restaurant Dover, NH

**Cashier and Waitress**

- Greeting customers, welcoming them into the restaurant and waiting on them.
- Educating customers about Chinese-American and Authentic Chinese menu options.
- Cooking appetizers and assembling orders for takeout.

2013—2016 Dover Froyo, LLC Dover, NH

**Customer Service Shift Leader**

- Greeted customers; guided new customers through self-serve process; provided free frozen-yogurt samples and helped customers at check out.
- Educated customers about loyalty cards and special offers.
- Kept toppings bar stocked and made sure inventory was available when needed.
- Cleaned restaurant (e.g., swept floors, mopped floors) on a daily basis.
- Took apart, cleaned and sanitized frozen-yogurt machines on a weekly basis.
- Made frozen yogurt according to corporate recipes.

2011—2013 UpperCut Hair Salon Durham, NH

**Receptionist**

- Made appointments for eight stylists' clients.
- Called clients to remind them of perming, coloring, highlighting and hair-straightening appointments.
- Updated incoming salon supplies in inventory system and put them on display for retail purposes.
- Organized stylists' supplies and sterilized their tools.
- Washed, dried and folded towels for stylists' clients.

## Heather Bushby

### Summary

Have experience running a residential home during overnight hours. Bring strengths in building relationships and establishing boundaries. Able to think outside the box; organize information and be detail-oriented.

### Related Experience

- 2022—present     **Peer Facilitator/Van Driver**, Infinity Peer Support, Rochester, NH
- Lead meditation groups and boundary groups.
  - Drive the van to pick up and drop off members at their homes.
- 2015—2021     **Board Member**, Tri-City Co-Op/Infinity Peer Support, Rochester, NH
- Participated as board member of a peer support agency that serves Strafford County, NH.
  - Attended National Alliance on Mental Illness (NAMI NH) conferences and workshops.
  - Attended Peer Support Agency Conferences.
- 2019     **Caregiver, Third Shift**, Desiree's Place, Rochester, NH
- Ran a residential home during overnight hours.
  - Led, guided and directed others to problem solve by planning, listening, encouraging and giving feedback.
  - Built relationships with residents and enforced boundaries.
  - Adhered to the meal-plan schedule for the next day's meals.
  - Administered and logged medications during the middle of the night.
  - Wrote up incidents involving residents.
  - Tidied and cleaned the kitchen and bathrooms.
  - Restocked paper goods in bathrooms.
- 2017     **Caregiver**, Paul Miller, North Berwick, ME
- Assisted in the care of a child with Autism.
  - Picked him up at school and dropped him off at his mother's house.
  - Ensured that he adhered to a bathroom schedule.
  - Made sure he had enjoyable food to eat.
- 2016     **Volunteer**, Tri-City Co-Op, Rochester, NH
- Led Depression groups and Relationship groups.
- 2014—2015     **Volunteer**, Soul Fire Youth Group, Seymour-Osman Community Center, Dover, NH
- Invited tweens and teens from the neighborhood to Friday Night Celebration involving music, snacks and stories.
  - Shot hoops with interested youth.

## Education

2017

**WorkReadyNH Program Certificate**, Great Bay Community College,  
Rochester, NH

WorkReadyNH is a practical, tuition-free program designed to meet the needs of job seekers and career builders by providing training in specific skills that employers are looking for in their current and future employees.

1992

Diploma, Portsmouth Beauty School, Portsmouth, NH

1991

High School Diploma, Traip Academy, Kittery, ME

## Hobbies/Interests

- Created small knit projects for sale at a local shop.
- Participated in the Dartmouth-Hitchcock Research Study (Healthy Choices/Healthy Changes).
- Spoke at Community Partners Board Meeting, advocating for funding for continued Health Mentors for individuals in recovery.
- Completed training at Strafford County Corrections to prepare for volunteer visitations with inmates.
- Supported and assisted local musicians in setting up studio and transporting equipment, cables, amps and lighting set ups for their practices.

## Wayne Otash

### Qualifications

With more than three years of experience as a Peer Facilitator and Van Driver, I bring my background in Intentional Peer Support and one-on-one abilities to Infinity Peer Support.

### Related Experience

#### **Peer Facilitator/Van Driver, Infinity Peer Support, Rochester, NH, 2019—present**

- ∞ Raise awareness about peer support through outreach, building membership and developing new programs.
- ∞ Welcome new members, participants and guests to the agency.
- ∞ Attend and participate in staff meetings.
- ∞ Maintain excellent working relationships with members, staff and the Executive Director.
- ∞ Manage your own wellness.
- ∞ Act as jack-of-all-trades at agency by repairing and maintaining infrastructure.
- ∞ Act as landscaper.
- ∞ Drive members to and from their homes.
- ∞ Maintain a valid driver's license and clean driving record.

#### **Taxi Driver, Dave's Taxi, Concord, NH, 1989—1990**

- ∞ Welcomed passengers to the cab.
- ∞ Built relationships with regular passengers.
- ∞ Drove passengers to and from their homes.
- ∞ Maintained a valid driver's license and clean driving record.



Peter P. Deleault

**Experience:**

**03/2007 to 4/2021: Concord Food Cooperative Inc., 24 South Main St., Concord, NH 03301.**

Controller. Concord Cooperative Market is a 8.2 million dollar natural foods grocery store and deli situated in downtown Concord. Managed all the finances of Concord Cooperative Market. Responsible for quarterly financial statements, annual business plan, 5 year budget and cash flow analysis, monthly financial monitoring and annual audits. Manage and approve all spending and capital expenditures to ensure compliance with annual business plan and budget. Oversee bookkeeper as well as marketing person and Human Resource Manager. Report directly to the General Manager and the Board of Directors regarding all financial matters.

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**04/2004 to Present: Lakes Region Consumer Advisory Board, Inc., 328 Union Ave., Laconia, NH 03246 (Part-time)**

Finance Manager. LRCAB is a non-profit mental health organization funded by State and Federal funds covering 3 areas of the State or cost centers. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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**11/2006 to Present: On The Road To Recovery, Inc., 13 Orange St., Manchester, NH 03101 (Part-time)**

Finance Manager. OTRTR is a non-profit mental health organization funded by State and Federal funds covering the greater Manchester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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Peter P. Deleault

**11/2006 to Present: Tri-City Consumer Action Cooperative, Inc., Rochester, NH  
(Part-time)**

Finance Manager. Tri-City is a non-profit mental health organization funded by State and Federal funds covering the greater Manchester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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**10/2021 to Present: Monadnock Peer Support Agency, Keene, NH. (Part-time)**

Finance Manager. Tri-City is a non-profit mental health organization funded by State and Federal funds covering the greater Manchester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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**07/1992 to 01/2007: Sarabby, Inc., dba APPS Paramedical Services, 1 Old Hill Rd.  
Bow, NH, 03304.**

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all of the bookkeeping and accounting responsibilities including payroll, all monthly and quarterly tax deposits and filings for both Federal and State, AR/AP, account reconciliation. Sold business.

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**03/1995 to 03/2000: Chemdata Occupational Health & Drug Testing.**

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all accounting responsibilities. Provided health and drug screens, DOT physicals and pulmonary function testing to local construction and trucking industries as well as municipal Firefighters and other industry workers utilizing respirators. Sold business.

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Peter P. Deleault

**2000 to 2018: Delo, LLC. 1 Old Hill Rd., Bow, NH 03304. (Part-Time)**

Owner, Business Manager. Commercial Real Estate. Responsible for property management, maintenance, accounting.

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**2005 to 2007: CompSci Computer Repair, LLC. 1 Old Hill Rd., Bow, NH, 03304 (Part-Time)**

Owner. Onsite home and business computer repairs. Responsible for all aspects of business management, marketing, accounting, computer and network repair and maintenance. Contracted with FCTI, San Diego, CA to repair company owned ATM's here in NH.

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**1980 to 1990: Bank of New Hampshire, N. Main St., Concord, NH 03301.**

Assistant Vice President-Loan Officer & Department Manager. Review financial statements, loan decision and processing, oversee loan department processes and personnel. Business marketing and loan development.

**Education:**

09/2004 to 05/2005: Hesser College, Manchester, NH. Advanced Computer course program to obtain certifications in both A+ and Network+.

1973-1976: St. Anselm's College, 2 ½ years pre-med.

1985-1989: University of New Hampshire, various courses in accounting, business management, bank management.

References upon request.

**INFINITY PEER SUPPORT COOPERATIVE**Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Melissa Silvey	Executive Director	65,000.00 100%
Peter Deleault	Bookkeeper	15,600.00 100%
Carole Otash	Program Coordinator	47,840.00 100%
Wayne Otash	Peer Facilitator/Van Driver	11,440.00 100%
Sharon Reynolds	Peer Facilitator/Van Driver	10,296.00 100%
Heather Bushby	Peer Facilitator/Van Driver	6,864.00 100%

**Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-04)**

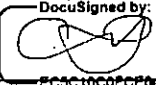
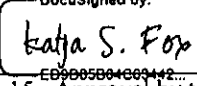
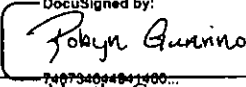
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  New Hampshire Department of Health and Human Services		1.2 State Agency Address  129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name  Lakes Region Consumer Advisory Board		1.4 Contractor Address  328 Union Avenue Laconia, NH 03247	
1.5 Contractor Phone Number  (603) 528-7742	1.6 Account Number  010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date  6/30/2024	1.8 Price Limitation  \$980,936
1.9 Contracting Officer for State Agency  Robert W. Moore, Director		1.10 State Agency Telephone Number  (603) 271-9631	
1.11 Contractor Signature  DocuSigned by: <span style="float: right;">Date: 6/13/2022</span>		1.12 Name and Title of Contractor Signatory  Charity Mondok <span style="float: right;">Chair president of Lakes Regi</span>	
1.13 State Agency Signature  DocuSigned by: <span style="float: right;">Date: 6/13/2022</span>		1.14 Name and Title of State Agency Signatory  Katja S. Fox <span style="float: right;">Director</span>	
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:  DocuSigned by: _____ On: 6/13/2022			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

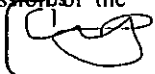
**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials   
Date 6/13/2022

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

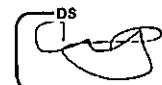
3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective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

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

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

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

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



**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.
- 1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Regions 3 and 4.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.
- 1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:
  - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
  - 1.6.2. May include individuals who are homeless.
- 1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.8. Peer Support Services:
  - 1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:
    - 1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:
      - 1.8.1.1.1. Intentional Peer Support (IPS).
      - 1.8.1.1.2. Wellness Recovery Action Planning.

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.1.1.3. Whole Health Management.
- 1.8.1.1.4. Setting boundaries.
- 1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.
- 1.8.1.1.6. Wellness.
- 1.8.1.1.7. Stress management.
- 1.8.1.1.8. Addressing trauma.
- 1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 1.8.1.2.1. Smoking cessation.
  - 1.8.1.2.2. Weight loss.
  - 1.8.1.2.3. Nutrition and Cooking.
  - 1.8.1.2.4. Physical exercise.
  - 1.8.1.2.5. Mindfulness activities including, but not limited to:
    - 1.8.1.2.5.1. Yoga.
    - 1.8.1.2.5.2. Meditation.
    - 1.8.1.2.5.3. Journaling.
- 1.8.1.3. A minimum of four (4) activity groups per week that provide positive skill-building activities which may include, but are not limited to:
  - 1.8.1.3.1. Arts and crafts.
  - 1.8.1.3.2. Music expression.
  - 1.8.1.3.3. Creative writing.
  - 1.8.1.3.4. Cooking.
  - 1.8.1.3.5. Sewing.
  - 1.8.1.3.6. Gardening.
  - 1.8.1.3.7. Movies.
- 1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.1.4.1. Online blogs or articles that relate to mental health.
- 1.8.1.4.2. Obtaining employment.
- 1.8.1.4.3. Budgeting.
- 1.8.1.4.4. Decision-making.
- 1.8.1.4.5. Self-advocacy.
- 1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:
  - 1.8.2.1. Visiting a natural setting.
  - 1.8.2.2. Volunteering opportunities.
  - 1.8.2.3. Visiting a museum.
  - 1.8.2.4. Visiting a local historical site.
  - 1.8.2.5. Visiting local farms or gardens.
- 1.8.3. The Contractor shall ensure PSA's are:
  - 1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
  - 1.8.3.2. At a physical location and/or building that is:
    - 1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and
    - 1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.
- 1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:
  - 1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
  - 1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.
- 1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

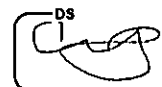
 OS Abuse

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

- 1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;
  - 1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;
  - 1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;
  - 1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;
  - 1.8.5.5. Encourages informed decision-making about all aspects of people's lives;
  - 1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - 1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and
  - 1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.
- 1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:
- 1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;
  - 1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and
  - 1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:
    - 1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;



**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;
  - 1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;
  - 1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and
  - 1.8.6.3.5. May include outreach calls.
- 1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:
- 1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;
  - 1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;
  - 1.8.7.3. Include member articles and contributions; and
  - 1.8.7.4. Include other relevant topics that might be of interest to members and participants.
- 1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:
- 1.8.8.1. Rights Protection.
  - 1.8.8.2. Peer Advocacy.
  - 1.8.8.3. Recovery.
  - 1.8.8.4. Employment.
  - 1.8.8.5. Wellness Management.
  - 1.8.8.6. Community Resources.
- 1.8.9. The Contractor shall provide individual peer support services to ensure individuals:
- 1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and
- 1.8.9.3. Can self-advocate.
- 1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:
  - 1.8.10.1. Information relative to obtaining and maintaining competitive employment.
  - 1.8.10.2. Referrals to community mental health center employment programs.
  - 1.8.10.3. Employment-related activities that include, but are not limited to:
    - 1.8.10.3.1. Resume writing.
    - 1.8.10.3.2. Interviewing techniques.
    - 1.8.10.3.3. Completing employment applications.
- 1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:
  - 1.8.11.1. Stigma of mental illness, wellness and recovery;
  - 1.8.11.2. Peer support and wellness services; and
  - 1.8.11.3. The peer support community.
- 1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:
  - 1.8.12.1. Preparing for appointments.
  - 1.8.12.2. Taking notes.
  - 1.8.12.3. Utilizing the physician's desk reference book as a resource.
- 1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.
- 1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:
  - 1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

**New Hampshire Department of Health and Human Services  
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homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

- 1.8.14.1.1. Peer support services.
- 1.8.14.1.2. Wellness and recovery activities.
- 1.8.14.1.3. Annual conferences.
- 1.8.14.1.4. Regional meetings.
- 1.8.14.1.5. Council meetings.
- 1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:
  - 1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.
  - 1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.
  - 1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.
- 1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.
- 1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.
- 1.8.14.5. Acknowledge funding from the Department to support transportation costs:
  - 1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.
  - 1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

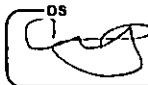
1.8.15. The Contractor shall request individuals complete a membership



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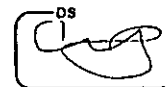
- application to join and support the activities and mission of the PSA.
- 1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:
- 1.8.16.1. The minimum engagement policy.
  - 1.8.16.2. Suspension of membership policy.
  - 1.8.16.3. Membership rules.
  - 1.8.16.4. Attestation that the consumer supports the mission of the PSA.
- 1.8.17. The Contractor shall provide services to:
- 1.8.17.1. Both members and non-members.
  - 1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.
- 1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
- 1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
- 1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
    - 1.8.19.1.1. Individuals name.
    - 1.8.19.1.2. Date of written grievance.
    - 1.8.19.1.3. Nature and subject of the grievance.
    - 1.8.19.1.4. A method to submit an anonymous grievance.
  - 1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
  - 1.8.19.3. A method to track grievances.
  - 1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.



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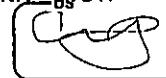
- 1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.
- 1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.
- 1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.
- 1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.
- 1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.
- 1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:
  - 1.8.25.1. Mental health service providers.
  - 1.8.25.2. Area homeless shelters.
  - 1.8.25.3. Community action programs.
  - 1.8.25.4. Housing agencies.
- 1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.
- 1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:
  - 1.8.27.1. All contract deliverables, programs, and activities are subject to review; and



**New Hampshire Department of Health and Human Services  
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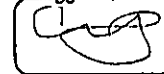
- 1.8.27.2. Any review may result in a report and potential corrective action plan.
- 1.8.28. The Contractor shall participate in quality assurance reviews as follows:
  - 1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.
  - 1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:
    - 1.8.28.2.1. Data.
    - 1.8.28.2.2. Financial records.
    - 1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.5. Scheduled phone access to Contractor principals and staff.
- 1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
  - 1.8.29.1. Participating in bi-annual quality improvement review.
  - 1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
  - 1.8.29.4. Reviewing personnel files for completeness.
  - 1.8.29.5. Reviewing the grievance process.
- 1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.
- 1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.
- 1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.



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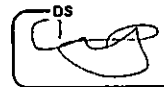
- 1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
  - 1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.
  - 1.8.33.3. Annual wellness training is available to staff.
  - 1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.
  - 1.8.33.5. All personnel and training records are current and available to the Department, as requested.
- 1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
- 1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:
- 1.8.35.1. The individual's name is on the BEAS State Registry;
  - 1.8.35.2. The individual has a criminal record of a felony conviction; or
  - 1.8.35.3. The individual has a record of any misdemeanor conviction involving:
    - 1.8.35.3.1. Physical or sexual assault;
    - 1.8.35.3.2. Violence;
    - 1.8.35.3.3. Exploitation;
    - 1.8.35.3.4. Child pornography;
    - 1.8.35.3.5. Threatening or reckless conduct;
    - 1.8.35.3.6. Theft;
    - 1.8.35.3.7. Driving under the influence of drugs or alcohol;or



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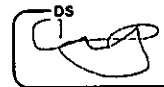
- 1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
- 1.11.1. Personnel records.
  - 1.11.2. Financial records.
  - 1.11.3. Program data files.
- 1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.
- 1.13. Reporting
- 1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
    - 1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.
    - 1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.
    - 1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:
      - 1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.
      - 1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
    - 1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.



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- 1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
- 1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
- 1.13.1.7. Quarterly revenue and expenses by cost, category and locations.
- 1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.
- 1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.
- 1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
  - 1.13.3.1. Community outreach activities as outlined in the Statement of Work.
  - 1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.
  - 1.13.3.4. Statistical data including, but not limited to:
    - 1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.
    - 1.13.3.4.2. Program utilization data.
    - 1.13.3.4.3. Number of telephone peer support outreach contacts.
    - 1.13.3.4.4. Number and description of outreach activities.
    - 1.13.3.4.5. Number and description of educational events provided on-site and in the community.



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- 1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.
  - 1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:
    - 1.13.3.6.1. Executive Director's report.
    - 1.13.3.6.2. Board of Directors roster.
  - 1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:
    - 1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.
    - 1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.
    - 1.13.4.3. The contract shall provide the following reports as determined by the department:
      - 1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.
  - 1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.
  - 1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.
  - 1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.
- 1.14. Performance Measures
- 1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.
  - 1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
  - 1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

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1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**2. Exhibits Incorporated**

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

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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

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

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and



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**EXHIBIT B**

Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

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

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

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

**4. Records**

- 4.1. The Contractor shall keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

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or collected by the Contractor.

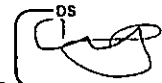
- 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs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

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**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
  - 1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
  - 3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
  - 3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to:

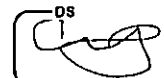


**New Hampshire Department of Health and Human Services  
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**EXHIBIT C**

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. 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.
8. Audits
  - 8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.
  - 8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) 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.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
9. Property Standards
  - 9.1. Insurance coverage.



**New Hampshire Department of Health and Human Services  
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**EXHIBIT C**

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

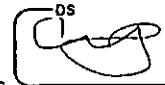
9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that



**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

provide for competition to the extent practicable and result in the highest possible return.

- 9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

**9.3. Equipment.**

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

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

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

- 9.3.2.2. Not encumber the property without approval of the State.

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

- 9.3.3. Use.

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

- 9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that



**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

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

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

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

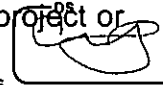
9.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

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

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

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

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or



**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

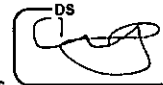
**EXHIBIT C**

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

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

**10. Property Trust Relationship and Liens**

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







New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

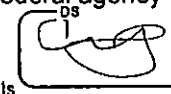
**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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





New Hampshire Department of Health and Human Services  
Exhibit D

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

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

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

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

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

Vendor Name: Lakes Region Community Advisory Board

6/13/2022

Date

DocuSigned by:

Name: Charity Mondok

Title: Chair president of Lakes Region Community Advisory Board

Vendor Initials

6/13/2022

Date



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Lakes Region Community Advisory Board

6/13/2022

Date

DocuSigned by:

Name: Charity Mondok

Title: Chair president of Lakes Region Community Advisory Board

DS

Vendor Initials

Date 6/13/2022

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Lakes Region Community Advisory Board

6/13/2022

Date

DocuSigned by:

Name: Charity Mondok

Title: Chair president of Lakes Region Community Advisory Board

Contractor Initials

6/13/2022

Date

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: Lakes Region Community Advisory Board

6/13/2022

Date

DocuSigned by:

Name: Charity Mondok

Title: chair president of Lakes Region Community Advisory Board

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Lakes Region Community Advisory Board

6/13/2022

Date

DocuSigned by:

Name: Charity Mondok

Title: Chair president of Lakes Region Community Advisory Board





New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

3/2014

Contractor Initials 

Date 6/13/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

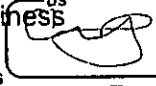
(2) **Business Associate Use and Disclosure of Protected Health Information.**

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

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Health Insurance Portability Act  
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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



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

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

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**


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

**(6) Miscellaneous**

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

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

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

Department of Health and Human Services

The State by:

*Katja S. Fox*

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative  
Director

Title of Authorized Representative

6/13/2022

Date

Lakes Region Community Advisory Board

Name of the Contractor

*Charity Mondok*

Signature of Authorized Representative

Charity Mondok

Name of Authorized Representative

Chair president of Lakes Region Community Advisory Board

Title of Authorized Representative

6/13/2022

Date

*CM*



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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: Lakes Region Community Advisory Board

6/13/2022

Date

DocuSigned by:

Name: Charity Mondok

Title: Chair president of Lakes Region Community Advisory Bo



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FORM A

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

- The DUNS number for your entity is: 06/13/2022
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

           NO                        x   YES

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

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

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

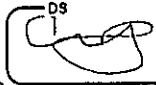
           NO                        x   YES

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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- 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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION CONSUMER ADVISORY BOARD is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 19, 1993. 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: 196694

Certificate Number: 0005757617



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of April A.D. 2022.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

**Glenn Shepherd**

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

1. I am a duly elected Clerk/Secretary/Officer of Lakes Region Consumer Advisory Board  
(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 February 23, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That (Walker) Charity Mondok, President of the Board (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Lakes Region Consumer Advisory Board to enter into contracts or agreements  
(Name of Corporation/ LLC)

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

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

Dated: June 13, 2022

*Glenn W. Shepherd*

\_\_\_\_\_  
Signature of Elected Officer  
Name: Glenn Shepherd  
Title: Treasurer of the Board



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/13/2022

**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).**

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Vivian Pinette <b>PHONE (A/C, No, Ext):</b> (603) 869-3218 <b>FAX (A/C, No):</b> (603) 845-4331 <b>E-MAIL ADDRESS:</b> manch.certs@crossagency.com																					
<b>INSURED:</b>  Lakes Region Consumer Advisory Board, DBA: Cornerbridge P.O. Box 304  Laconia NH 03247	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td>Wesco Ins Co</td> <td>25011</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins Co	18058	INSURER B:	Wesco Ins Co	25011	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 All lines      **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	ADD/INSUR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WYD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2390310	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2393549	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3579033 (3a.) NH	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  State of NH, DHHS 129 Pleasant Street  Concord NH 03301	<b>CANCELLATION</b>  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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## **Lakes Region Consumer Advisory Board Mission Statement**

The Lakes Region Consumer Advisory Board is the foundation for US to reach our goals and change our lives by changing the perception we have of ourselves as we relate to larger community and the perception the larger community has of US.

We are people learning to work strategies of Recovery, Wellness, and Empowerment.

Lakes Region Consumer Advisory Board is a Peer Support network enabling US to reach our goals and change our lives by nurturing our personal strengths.

Our vision is to create a culture that promotes personal responsibility for Recovery, Wellness, Empowerment, and Advocacy for oneself and others while acknowledging the divine right we have as Human Beings.

LAKES REGION CONSUMER ADVISORY BOARD  
FINANCIAL STATEMENTS  
AND SUPPLEMENTAL INFORMATION  
Years Ended June 30, 2021 and 2020

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**ROWLEY & ASSOCIATES, P.C.**

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE

**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
Lakes Region Consumer Advisory Board  
Laconia, New Hampshire

**Opinion**

We have audited the accompanying financial statements of Lakes Region Consumer Advisory Board (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2021 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Consumer Advisory Board as of June 30, 2021 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for opinion**

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

**Management's Responsibility for the Financial Statements**

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



## **Auditors' Responsibilities for the Audit of the Financial Statements**

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

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

Exercise professional judgement and maintain professional skepticism throughout the audit.

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

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Lakes Region Consumer Advisory Board's internal control. Accordingly, no such opinion is expressed.

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

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Lakes Region Consumer Advisory Board's ability to continue as a going concern for a reasonable period of time.

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

### **Report on Summarized Comparative Information**

We have previously audited Lakes Region Consumer Advisory Board's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 8, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Report on Supplementary Information**

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

*Rowley & Associates, PC*

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Rowley & Associates, P.C.  
Concord, New Hampshire  
October 28, 2021

**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2021 AND 2020**  
**See Independent Auditors' Report**

<b>ASSETS</b>	<u>2021</u>	<u>2020</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents:		
Operating	\$ 37,322	\$ 5,270
BMHS refundable	20,220	21,392
Total cash and cash equivalents	<u>57,542</u>	<u>26,662</u>
Accounts Receivable	36,562	45,842
Prepaid expenses	7,852	5,786
Total Current Assets	<u>101,956</u>	<u>78,290</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>		
Building and land	210,640	210,640
Equipment	63,834	63,834
Furniture and fixtures	13,689	13,689
Total property & equipment	<u>288,163</u>	<u>288,163</u>
Less accumulated depreciation	<u>158,389</u>	<u>144,817</u>
	<u>129,774</u>	<u>143,346</u>
<b>LONG TERM ASSETS</b>		
Security deposit	<u>2,000</u>	<u>2,000</u>
Total Assets	<u>233,730</u>	<u>223,636</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	14,865	16,650
Deferred Revenue	8,820	-
Total Current Liabilities	<u>23,685</u>	<u>16,650</u>
<b>LONG-TERM LIABILITIES</b>		
Refundable BMHS advance	20,220	21,392
Security deposit	850	850
Total Long-Term Liabilities	<u>21,070</u>	<u>22,242</u>
<b>NET ASSETS</b>		
Without donor restriction	188,975	184,744
With donor restriction	-	-
Total Net Assets	<u>188,975</u>	<u>184,744</u>
Total Liabilities and Net Assets	<u>\$ 233,730</u>	<u>\$ 223,636</u>

**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**YEARS ENDED JUNE 30, 2021 AND 2020**  
**See Independent Auditors' Report**

	<u>2021</u>	<u>2020</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Grant income	\$ 307,298	\$ 330,087
Donations	6,915	6,763
Interest income	6	10
Rental income	11,975	12,070
Total support and revenue	<u>326,194</u>	<u>348,930</u>
<b>EXPENSES</b>		
Program	298,967	293,480
Management & general	12,149	7,872
Rental unit expense	10,846	11,992
Total expenses	<u>321,962</u>	<u>313,344</u>
Increase in net assets	4,232	35,586
Net assets, beginning of year	<u>184,744</u>	<u>149,158</u>
Net assets, end of year	<u>\$ 188,975</u>	<u>\$ 184,744</u>

Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30, 2021 AND 2020**  
**See Independent Auditors' Report**

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in net assets	\$ 4,232	\$ 35,586
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	13,572	13,158
(Increase) decrease in operating assets		
Accounts receivable	9,280	(45,842)
Prepaid expenses	(2,066)	(622)
Increase (decrease) in operating liabilities		
Accounts payable and accrued expenses	(1,785)	(12,097)
Refundable BMHS advance	(1,172)	(12,404)
BMHS funds transferred to other agency	-	(3,657)
Deferred revenue	<u>8,820</u>	<u>-</u>
Net Cash Provided (Used) By Operating Activities	<u>30,881</u>	<u>(25,878)</u>
<b>CASH USED BY INVESTING ACTIVITIES,</b>		
Purchases of property and equipment	<u>-</u>	<u>(12,404)</u>
Net Cash (Used) By Investing Activities	<u>-</u>	<u>(12,404)</u>
Net Increase (decrease) in cash and cash equivalents	30,881	(38,282)
Cash and Cash Equivalents, Beginning of Year	<u>26,662</u>	<u>64,944</u>
Cash and Cash Equivalents, End of Year	<u>\$ 57,542</u>	<u>\$ 26,662</u>

Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE TOTALS FOR**  
**THE YEAR ENDED JUNE 30, 2020**  
**See Independent Auditors' Report**

	<u>Program Services</u>	<u>Management &amp; General</u>	<u>Rental Unit Costs</u>	<u>Total 2021</u>	<u>2020</u>
Wages	\$ 168,107	\$ 500	\$ -	168,607	172,312
Employee benefits	30,371	-	-	30,371	21,510
Rent	28,800	-	-	28,800	26,400
Payroll taxes	14,300	38	-	14,338	13,109
Supplies	4,717	300	-	5,017	5,739
Telephone	6,684	-	2,472	9,156	11,146
Utilities	9,530	-	-	9,530	9,456
Workers compensation	2,696	-	997	3,693	1,375
Insurance	5,783	664	3,034	9,481	10,021
Repairs and maintenance	5,423	-	-	5,423	2,332
Food	103	-	-	103	2,091
Audit fees	-	9,447	-	9,447	6,250
Other expenses	159	-	-	159	398
Travel	1,864	-	-	1,864	7,278
Training	2,980	250	-	3,230	3,661
Depreciation	8,279	950	4,343	13,572	13,158
Equipment rental & maintenance	4,235	-	-	4,235	4,270
Vehicle expense	1,403	-	-	1,403	1,827
Postage	515	-	-	515	241
Bank fees	175	-	-	175	22
Advertising	2,752	-	-	2,752	734
Licenses & permits	91	-	-	91	14
	<u>\$ 298,967</u>	<u>\$ 12,149</u>	<u>\$ 10,846</u>	<u>\$ 321,962</u>	<u>\$ 313,344</u>

Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 1 NATURE OF ORGANIZATION**

Lakes Region Consumer Advisory Board (LRCAB) is a nonprofit organization incorporated under the laws of the State of New Hampshire on October 19, 1993. Its mission is to provide peer support to those who are currently receiving or have received mental health services and to empower them to control their own lives and to influence the resources that affect their lives. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES**

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

**Basis of Accounting**

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

**Basis of Presentation**

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

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

Net assets with donor restrictions - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Cash equivalents**

For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments with an initial maturity of three months or less to be cash equivalents, excluding amounts the use of which is limited restriction. At years ended June 30, 2021 and 2020 the Organization had no cash and cash equivalents.

**Support and revenue**

Lakes Region Consumer Advisory Board receives support primarily through grants from the Federal Government and the State of New Hampshire.

**Property and Equipment and Capitalization Policy**

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight-line basis over the useful lives of the assets as listed below. Depreciation expense was \$13,572 and \$13,158 for the years ended June 30, 2021 and 2020, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Building & Improvement	27.5 Years
Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

**Functional and Cost Allocation of Expenses**

The costs of providing various program, management and rental services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. The expenses that are allocated are compensation and insurances, which are allocated on the basis of estimates of time and effort; occupancy costs, which are allocated on a square footage basis; and supplies and telephone costs, which are allocated based on usage studies.



**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Advertising costs**

The Organization expenses advertising costs as they are incurred. Advertising expense was \$2,752 and \$734 for the years ended June 30, 2021 and 2020, respectively.

**Accounts Receivable**

Accounts receivable are comprised of amounts due from customers for services provided. LRCAB considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

**Use of estimates**

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**Income taxes**

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**In-Kind Contributions**

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to LRCAB's program services. These services are not included in donated materials and services because the value has not been determined.

**Donated Materials and Services**

It is the intent of LRCAB to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2021 and 2020, there were no donated goods or services.

**Concentration of Risk**

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2021 and 2020 the Organization had no uninsured cash balances.

**Comparative Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

**Financial Instruments**

The carrying value of cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable, and accrued expenses are stated at carrying cost at June 30, 2021 and 2020, which approximates fair value due to the relatively short maturity of these instruments.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue and Revenue Recognition**

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed, or expenditures are incurred, respectively. Contributions are recognized when cash or other assets are received.

**NOTE 3 ECONOMIC DEPENDENCY**

LRCAB currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2021 and 2020, the State grants made up 94% of LRCAB's total support.

**NOTE 4 LEASES**

LRCAB leases premises in Concord, New Hampshire. In February 2008, LRCAB's lease expired and they are currently operating on a month-to-month basis. The current lease payment is \$2,400 per month. Rent expense was \$28,800 and \$26,400 for the years ended June 30, 2021 and 2020 respectively. There is no future required minimum required rent expense.

**NOTE 5 REAL ESTATE RENTAL**

The Organization operates a lease agreement of its residential dwelling located in Laconia NH under a month-to-month basis under the original terms and conditions (Tenancy at Will). Total rental income was \$11,975 and \$12,070 for the years ended June 30, 2021 and 2020. There is no future minimum rental income.

**NOTE 6 RETIREMENT PLAN**

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses LRCAB for the expenses. Eligible employees do not make salary reduction contributions. The Organization made \$4,220 and \$0 in retirement contributions for the years ended June 30, 2021 and 2020, respectfully.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 7 REFUNDABLE ADVANCE**

Under the terms of the service agreement with the Bureau of Behavioral Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, LRCAB was required to segregate amounts advanced but not expended at year-end as a refundable advance. Funds set aside in accordance with this requirement amounted to \$20,220 and \$21,392 for the years ended June 30, 2021 and 2020, respectively.

**NOTE 8 DEFERRED REVENUE**

In addition, the terms of BMH require LRCAB to record a surplus of funds as unearned revenue. LRCAB had \$8,820 and \$0 in unearned revenue as of June 30, 2021 and 2020, respectively.

**NOTE 9 SUBSEQUENT EVENTS**

Management has evaluated subsequent events through October 28, 2021, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**NOTE 10 BOARD DESIGNATED NET ASSETS**

The Organization has no board designated net assets as of June 30, 2021.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 11 LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS**

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary source of support is grants. That support is held for the purpose of supporting the Organization's budget. The Organization had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 57,542	\$ 26,662
Accounts Receivable	36,562	45,842
Less amounts:		
Refundable BMHS funds required to be maintained under State agreement	(20,220)	(21,392)
	<u>\$ 73,884</u>	<u>\$ 51,112</u>

**NOTE 12 COMPENSATED ABSENCES**

Employees of the Organization are entitled to paid vacation depending on job classification, length of services and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of June 30, 2021 and 2020 in the amounts of \$2,177 and \$2,695, respectively.

**NOTE 13 RISKS AND UNCERTAINTIES: COVID-19**

As a result of the spread of the Covid-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENT OF ACTIVITIES**  
**BY STATE APPROVED BMHS FUNDS**  
**YEAR ENDED JUNE 30, 2021**  
**See Independent Auditors' Report**

	State Approved BMHS Funds	Non-BMHS Funds	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income, current year	\$ 306,126	\$ -	\$ 306,126
Grant income, prior year release	1,172	-	1,172
Donations	-	6,915	6,915
Interest income	4	2	6
Rental income	-	11,975	11,975
Total support and revenue	<u>307,302</u>	<u>18,892</u>	<u>326,194</u>
<b>EXPENSES</b>			
Wages	168,107	500	168,607
Employee benefits	30,371	-	30,371
Rent	28,800	-	28,800
Payroll taxes	14,300	38	14,338
Supplies	4,717	300	5,017
Telephone	9,156	-	9,156
Utilities	9,530	-	9,530
Workers compensation	3,693	-	3,693
Insurance	9,481	-	9,481
Repairs and maintenance	5,423	-	5,423
Food	103	-	103
Audit fees	9,447	-	9,447
Other expenses	159	-	159
Travel	1,864	-	1,864
Training	2,980	250	3,230
Depreciation	-	13,572	13,572
Equipment rental & maintenance	4,235	-	4,235
Vehicle expense	1,403	-	1,403
Postage	515	-	515
Bank fees	175	-	175
Advertising	2,752	-	2,752
Licenses & permits	91	-	91
Total expenses	<u>307,302</u>	<u>14,660</u>	<u>321,962</u>
Net Operating Increase in Net Assets	-	4,232	4,232
BMHS funds allowed for capital purchases	-	-	-
Net Increase in Net Assets	-	4,232	4,232
Net assets, beginning of year	<u>-</u>	<u>184,744</u>	<u>184,744</u>
Net assets, end of year	<u>\$ -</u>	<u>\$ 188,976</u>	<u>\$ 188,975</u>

**BOARD OFFICERS**

**Effective: 6/6/2022**

**PRESIDENT**

Walker Mondok

[REDACTED]

Joined 2021

Term 1

Expiration 2025

**VICE PRESIDENT**

Recently resigned

Joined 2021

**TREASURER**

Glenn Shepherd

[REDACTED]

Joined 2021

Term 1

Expiration 2025

**SECRETARY**

Jeffery Shaw

[REDACTED]

Joined 2021

Term 1

Expiration 2025

**BOARD MEMBERS AT LARGE**

Raunie Amadon

[REDACTED]

Joined 2019

Term 2

Expiration 2023

John Murphy

[REDACTED]

Joined 2020

Term 1

Expiration 2025

Steven Crowley

[REDACTED]

Joined 2021

Term 1

Expiration 2025

Kristina Leifheit

[REDACTED]

Joined 2021

Term 1

Expiration 2026

# Robin Greenly



Exceptional work ethic and attention to detail; strong writing, communication and technology skills; high standards and integrity; self motivated and intellectually curious; intuitive and thoughtful.

Authorized to work in the US for any employer

## Work Experience

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### **Program Director**

CornerBridge Peer Support Center  
May 2018 to Present

- Responsibilities include for writing monthly calendar and newsletter. Schedule and mentor staff daily. Maintain household needs. Practice intentional peers support. Evaluate employee performance. Train employees as needed. Customer relations and forming community business partners.

### **Customer Service/Inventory Specialist**

Southern Wine & Spirits - Concord, NH  
January 2006 to December 2018

- Responsibilities for monitoring and maintaining inventory levels in the states of Maine and Vermont of liquor products. Input billing on a monthly basis. Maintain customer relationships regarding sales and inventory based on past performances.

Recommend sales programming to increase market share and submit sales information to the states of Vermont and Maine.

### **Production Assistant**

Perfect Fit Industries - Pembroke, NH  
January 2003 to December 2006

- Responsibilities include directing workflow and AS400 maintenance. Daily routine includes prioritizing work load for staff. Redirect resources as needed. Monitor inventory levels. Report on material shortages.
- Establish work flow to maintain consistent production levels. Work with upper management in identifying weak areas of production to make improvements.

### **Owner**

Access Database Design - Bow, NH  
January 2001 to December 2003

- Accomplishments: Designed and created database for use in Civil Practice Clinic, the Children's Advocacy Clinic, the Administrative Advocacy Clinic, the Advanced Criminal Clinic, the Nonprofit Clinic, the Criminal Practice Clinic, the Mediation Clinic, and the Creativity and Innovation Clinic. Database used for tracking client files including storage and activity in files. Designed and maintain Access database used for tracking Law Professor located throughout the U.S. for Moot Court Applications. Designed an Access database for NH Appellate



**Defenders Office.**

- Designed Access database for Marketing firm
- Designed and created Access database for Car Dealership.

**Publisher Relations**

Basch Subscriptions Inc. - Concord, NH

January 1999 to December 2001

- Accomplishments: Maintained FoxPro pricing database for hundreds of publishers and their respective titles. Negotiated discounts with publishers. Tracked foreign currency rates and worked with exchange banks for rates. Designed and maintained database of credit card purchases of over \$5 million. Problem solved on a daily basis.

**Publisher Relations Book Buyer**

YBP Inc. - Contoocook, NH

January 1987 to December 1999

- Accomplishments: 1999 -Maintain speculative buy for over 150 publishers and 450+ imprints. Partnered with manager to design and program a turnkey Access system, which expedited tracking of vendor catalog receipts and provided tracking and statistical record keeping.
- 1998- Traveled to the UK to assist in company startup operation. Directed the workflow and trained staff performing order entry, speculative purchasing, publisher relations, shipping and warehouse management. Console operator responsible for data processing and printing and pooling all work for delivery to operators.
- 1995 -Designed and programmed a turnkey Access system for tracking British Approval Buys, Museum Buys and Association Buys, which provided management with order statistics and management reports. Trained staff performing Museum Buys and

**Education**

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**High school diploma**

**Skills**

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- Excel
- Word
- AS400
- Act
- Outlook
- Adobe Reader and Writer
- FoxPro
- PCLaw
- Amicus
- Acrobat
- Crystal Reports
- Database Design

- **Databases**
- **Access**

## **WAYNE MELANSON**

Summary: Has 15+ years of General Labor and Customer Service, while also taking interest in Mental Health topics and skills. Also physical care taker of multiple family members.

### Education:

- Everett Highschool Year of 1999-2000 (Everett, MA)

### Work Experiences:

- Cornerbridge Peer Support  
April 2022 - Current  
Job Description- Program Coordinator
- YMCA Maintenance Man  
June 2001-August 2001  
Job Description- General Maintenance of space and sanitization, at times giving tours to new members.  
Contact: Richard Keyes 781-324-7680
- JBC Utility Ground hand  
November 2019- April 2021  
Job Description- Supporting and assisting that all technicians had proper supplies, equipment and instructions to complete jobs, tasks and company projects for that shift.  
Contact: John Soucey
- Thor Roofing Roofing Contractor  
March 2010- November 2015  
Job Description- Roofing Supervisor, make sure all workers get the tasks done in timely manner, and to oversee all issues, questions, instructions and improvise alternative solutions when needed.  
Contact: Bobby Wimmer

### Additional Skills/ Achievements:

- Med Card (10/2019-10/2021): Certificate allows vehicle operation of DOT weight required vehicles.
- OSHA 10Hour Safety Class

### References

- John Soucey 603-851-6134 Previous Advisor

- **Karen Shavio 857-499-4353 Trusted Friend**

# Sarina DeProfio



## Work Experience

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### **Intentional peer support**

Lakes Region Consumer Advisory Board - Concord, NH  
January 2022 to Present

Intentional peer support. Giving support to others who face mental health crisis, disabilities, and needing personal support thru their daily matters.

### **Apprentice and worker**

Transformations Salon and Spa - Hooksett, NH  
September 2008 to Present

I am apprenticing for a cosmetology license and am learning great customer service, consultation tactics, products and receiving and education for a career and also building a clientele at the same time. I have worked here off and on for years as phone, cleaning and errand help and got the opportunity to make this my career.

### **Cleaner/Janitor**

Scott's Cleaning - Concord, NH  
June 2016 to November 2017

Temporary job where I worked on and off. It depended when he would receive payment for the building or project he was contracted to have cleaned. Our crew did an army building in Concord, and a new apartment complex being finished in Manchester. Cleaned up what the carpenters left behind (saw dust, paint spots) and made the unit look livable ready for furniture. And then the Belknap mall I would be a janitor there off and on for him.

### **Sales Floor Associate**

Target - Concord, NH  
October 2009 to February 2010

Seasonal help on the sales floor, also some cashier experience. Stocking, re-stocking, item location and distribution. Customer service and product knowledge were the benefits of this job.

### **Housekeeping**

Fairfield Inn & Suites - Manchester, NH  
June 2009 to January 2010

Cleaning toilets, bathrooms, vacuum, change the sheets, restock coffee, pillows, bathroom needs, and towels. Clean and inspect overall room until satisfied all within 17-19 minutes to stay on schedule, sometimes doing multiple rooms at once and multi tasking.

Education

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**High school diploma**

Skills

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- Cleaning Experience

Certifications and Licenses

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**driver's license**

Additional Information

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Reliable car.

**ANNA LISA DISALVO JOHNSON**

**PROFILE**

Certified Peer Support Specialist with over 30+ years' experience working in the Community Mental Health and Human Services fields. Possesses visionary leadership ideals. Responsible for leading and developing critical guest programs. Accomplished communicator and motivator, who is solution-oriented driven. Works great under pressure and remains calm and level headed. A strong team-builder. Provides support and advocacy to individuals and families by instilling a "wind in their sails" attitude, obtained through educating them on the systems of care available within the community. Upholds the Intentional Peer Support (IPS) and the Wellness Recovery Action Plan (WRAP) models; uses these model approaches to facilitate and assist participants with the identification of their individual goals. Has community integration experience with individuals reestablishing back into their homes and community. **Technical Skills:** Slack, Microsoft Office Suite, and medical records systems.

**Areas of Skills**

Program Development • Program Management • Leadership • Stakeholder Communication • Member Development • Communication Management • Client Advocacy • Team Leader/Supervisory Support • Staff Management/Support • Peer Support • Peer Education • Client Advocate • Direct Care Management • Risk Management • Human Resource Management • Mentoring • Social Services • Human Services • Educator • Problem Resolution • Mediation • New Hire Training • Intentional Peer Support Model (IPSM) • Wellness Recovery Action Plan (WRAP) • Community Mental Health Management • Team Collaboration • Performance Reviews • HIPAA Requirements

**PROFESSIONAL SUMMARY**

Connections Peer Support Center, Portsmouth, NH

July 2021-Present

**Certified Peer Support Specialist**

- Is one of the first original team members working in the Peer managed residential Step-up/Step-down pilot program that is funded by the State of NH.
- The purpose of the program is to offset repeat psychiatric hospitalizations and mitigate first-time hospitalizations.
- Contributes to the program's successes by establishing community resource referral materials for participants and providing other trainings on boundary setting skills, assertiveness, stress reduction, leisure planning, and coping skills.
- Upholds the Intentional Peer Support (IPS) and the Wellness Recovery Action Plan (WRAP) models; uses these model approaches to facilitate and assist participants with the identification of their individual goals.
- Works as a Certified Peer Support Specialist for a three-bed residential program with participants who can stay up to 90 days.
- Provides one-to-one support to program participants to help them live a more authentic self and self-protected life.
- Maintains cleanliness of residence to comply with Board of Health regulations.
- Maintains privacy; respects a participant's privacy; handles sensitive information and diverse cultures.

Granite State Mental Health, Nashua, NH

March 2021-July 2021

Certified Peer Support Specialist

## Anna Lisa DiSalvo-Johnson Resume • Page 2 of 4

- Collaborated with a multidisciplinary team to build a supportive and conducive program that helped to build patient growth and recovery.
- Upholds the Intentional Peer Support (IPS) Model and WRAP, and WHAM specific interventions designed to support and meet individual's goals.
- Worked as a Peer Support Specialist on Team 1 of the Assertiveness Community Treatment (ACT) Team.
- Managed up to 18 clients at a time and visited with up to five clients a day.
- Worked closely with clients providing community based or home-based face-to-face intervention.
- Met with clients in their homes or other requested locations.
- Responsible to log a certain amount of contact hours a day, the department billed these hours as Functional Support Services for Medicaid Billing.
- Worked closely with Case Managers, was adjunct to the Case Managers.
- Attended daily staff meeting and weekly meeting with the Medical Director.

Riverbend Community Mental Health, Inc. Concord, NH

October 2016-March 2019

**Peer Support Specialist Team Leader**

June 2017-March 2019

- Supervised and managed 18 Peer Support Specialists.
- Oversaw the day-to-day activities for all peer support specialists for the Mobile Crisis Team.
- Schedules the 24/7 coverage for the Peer Support Specialists to meet program needs.
- Approved timetables for direct reports.
- Hired new peer specialists, conducted screening calls and resume reviews before scheduling an interview.
- Trained new Peer Support Specialists to help orientate them to the Mobile Crisis Team and Crisis Apartments.
- Created, designed, and delivered the New Hire Presentation for the Peer Support Specialist's role at monthly orientations.
- Conducted performance reviews for Peer Support Specialist staff.
- Responsible to ensure that each Peer Support Specialist was up to date with all state required trainings, set-up and managed these trainings.
- Balanced staff to work as temporary replacement workers.
- Instrumental in helping Riverbend establish the parameters for documentation filings for consistency and accuracy to help streamline the process for state auditing and quality assurance.
  - o Helped to identify the 4 point parameters, Peer Support Specialists were required to meet two of the four points when making trainings in the medical record.
  - o Printed and distributed these approved four-point parameters to the Peer Support Specialists.
- Led the twice a month Peer Staff Meetings and sent out a preliminary agenda incorporated in-house trainings during these meetings on such topics as: Vicarious Trauma/Compassion Fatigue, Substance Misuse Training, and specialized diagnosed trainings such as borderline personality disorder.
- Provided direct services to clients of the program including but not limited to assessment, intervention, and triage, conducted both in-person or via crisis received calls.
- Took the lead on setting up the Mobile Crisis Department's guest resources and programs including self-help libraries, arts and crafts activities, daily community meetings in the evenings, budgeting for food grocery shopping, community resource files, and the establishment and set-up of a guest computer or research and to help encourage self-education.
- Promoted client and employee advocacy.

**Peer Support Specialist**

October 2016-June 2017

- Worked as a Peer Support Specialist for the Mobile Crisis Team at the Crisis Apartments.



- Contributed to the success of the Mobile Crisis Group as a member of its first group of peers; this new group helped to offset the number of clients going to hospitals, which in turn saves the State of NH money
- Provided orientation, training, and mentoring to new Peer Support Specialists
- Assisted individuals and families who are experiencing a mental health crisis.
- Partnered with a range of treatment providers and agencies
- Handled and maintains confidential information.
- Entered information into the internal company system called the Tier System, which interfaced with Concord Hospital's medical records.
- Conducted outgoing wellness calls to clients who requested them.
- Managed incoming phone calls from a client, after a clinician has cleared the caller, and discussed with the caller their concerns, their issue(s), and offered support and coping skills.
- Initiated protocols for incoming guest admissions into the apartments.
- Quickly established a group rapport with guests who are admitted to the Crisis Apartments.
- Helped clients empower themselves to take the initiative to access the care they want.
- Established the "Resource Files" which has increased the productivity of peers in the community.
- Spearheaded the creation of the original "Peer Communications Daily Log"; took the lead to initially set it up; this evolved into a formal process, where entries are made daily for clients.
- Acted as a role model and mentor to other peers, and adhered to the Intentional Peer Support model.
- Began the Peer Only Staff meetings to increase the cohesion amongst peers
- Attended home and community crisis call meetings along with a clinician, to help advocate for the other peer and share resources.
- Promoted peer advocacy.

## Community Bridges, Concord, NH

March 2018-October 2015

## Direct Support Professional

- Used observation and skillful questioning to assist individuals with developmental disabilities, in making community connections.
- Provided support to clients striving to reach their individual goals
- Promoted client advocacy.

## Westchester Jewish Community Services, White Plains, NY

1996-2009

## Counselor/Mentor

- Helped individuals identify strengths and solve problems related to decision making.
- Assisted young adults and elderly, facing mental health challenges.
- Promoted client advocacy.

## Mental Health Association of Westchester, White Plains, NY

1999-2001

## Counselor

- Worked in a home with over twenty adult females, who were diagnosed with a wide variety of mental health challenges.
- Completed paperwork that included action plans and quarterly goal service plans.
- Created a "home-like" atmosphere, providing a secure setting for residents.
- Promoted from part time weekend counselor to full-time day counselor.

- Coordinated and supervised recreational activities within the community.
- Promoted client advocacy.
- Coordinated weekly household tasks such as food shopping and cleaning.

Independence Center, Los Angeles, CA

1002-1833

**Independent Living Skills Counselor**

- Managed a full caseload for fifteen individuals with learning differences in an apartment program setting.
- Taught independent living skills with the goal of increasing self-reliance and personal confidence.
- Led and facilitated groups.
- Promoted from weekend recreational counselor to primary counselor.
- Promoted client advocacy.

**EDUCATION & PROFESSIONAL DEVELOPMENT**

Certified Peer Support Specialist  
State of New Hampshire, Office of Behavioral Health

High School Diploma  
Ardisk High School, Ardisk, NY

Bachelor of Science Nursing Candidate (1994-1996)  
Pace University, Ednauld School of Nursing  
Pleasantville, NY

Intentional Peer Support Training, Sheryl Mead;  
Wellness Recovery Action Plan (WRAP) Training, The Copeland Center;  
Whole Health Action Management Training, National Council for Behavioral Health;  
Bulimia Prevention Training, Presented by Dr. Shawn Shao M.D.  
Emotional CPR Training, National Center for Empowerment Presented by Dr. Daniel Fisher M.D., PhD.  
Management of Aggressive Behaviors Training, HQAB Training International, Inc.  
Activity Director Leadership Certification, State of California

Dance Education, City University of New York-Hunter College, New York, NY Coursework included  
Technique and Choreography, Reflexology, Certificate, NY Open Center, Manhattan, NY

Adult First Aid/CPR/AED Certification  
American Red Cross

**AFFILIATIONS & VOLUNTEER WORK**

Advocacy Council of New Hampshire, Chair, April 2010-June 2019;  
International Association of Peer Supporters, member 2015-2017; National Alliance on Mental Illness  
Concord, NH co-facilitated a NAMI Connection Recovery Support Group, Friends Program, RSVP Program  
Concord, NH Volunteered once a month 2013-2016



# CYNTHIA ROBINSON

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## EXPERIENCE

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Lakes region consumer advisory board

Peer advocate outreach coordinator

June 2006 - current

- Modeling IPS and setting appointments to meet with individuals at their home or in community.  
Networking with various community agencies
- Education : high school diploma June 1983
- Newfound memorial high school  
Bristol, NH

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## AWARDS AND ACKNOWLEDGEMENTS

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- Current with all IPS requirements and certifications
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# VITO LOIACONO

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To obtain a job that I feel I can inspire others with my own passion and the ability to share my life experiences with others.

## **EXPERIENCE**

**DATES FROM 2/2017– PRESENT**

**PEER RESPITE WOKER, H.E.A.R.T.S. PEER SUPPOR CENTER**

2 on 1 people on crisis, offer support, use Intentional Peer Support and Wellness Recovery Action Plan based programs, supporting peers through crisis, support with addicted, homeless and mentally ill population.

**DATES FROM 12/2017-PRESENT**

**WARMLINE OPERATOR, LAKES REGION CONSUMER ADVISORY BOARD**

Connecting people with crisis, exploring options with them, listening and validating, using Intentional Peer Support and Wellness Recovery Action Plan based programs, support callers who may be dealing with suicidal thoughts, drug addiction, mental health, and homelessness

**DATES FROM 11/2014-OCTOBER 2017**

**PEER SUPPORT WORKER, ALTERNATIVE LIFE CENTER**

Worked with mentally ill and drug addicted, trained in Intentional Peer Support and Wellness Recovery Action Plan based programs.

**DATES FROM 2002-2012**

**CNA II, SEASCOAST, NURSING HOME**

Worked with Alzheimer patients, proper ADL skills, supervision the RN

## **EDUCATION**

**1995**

**NORTHSHORE COMMUNITY COLLEGE, GED**

**MAY 1998**

**ASSOCIATES IN BUSINESS, ESSEX AGRICULTURAL INSTITUTE**

DEBORAH A. CHAMPAGNE



## EDUCATION

Bachelor of Science, Business Administration, *Hawthorne College, Antrim, NH (1988)*

## CONTINUING EDUCATION/SEMINARS

State of New Hampshire Justice of the Peace and Notary • Excelling as a Manager or Supervisor • SCORE: An Introduction to Internet Marketing • Book Editing • How to Manage Multiple Projects and Meet Deadlines • How to Design Eye Catching Brochures • Exceptional Customer Service • The Exceptional Assistant • Basic Anatomy and Physiology • Medical Terminology.

## SOFTWARE

Microsoft Word • PowerPoint • Excel • Outlook

## EMPLOYMENT

March 2022- **Warmline Operator**  
Present *Lakes Region Consumer Advisory Board, Laconia, NH*

Initiate and answer telephone calls from individuals to assist in providing friendly, non-judgmental support, encouraging recovery-based activities, and directing callers to other resources, as necessary. Summarize conversation with each caller utilizing a company report form. Seek supervisory guidance when/if necessary.

May 2007- **Office Manager**  
May 2014 *Erigo Technologies LLC, Enfield, NH*

Collaboratively work with managing partners, principal investigators, chief financial officer, and engineering staff to oversee facilities operations, engineering project management, purchasing management, shipping and receiving, corporate scheduling, and travel arrangements. Arrange economical and relevant contract services as requested. Purchase cost-effective NASA, Department of Defense, private industry project, and corporate materials and supplies in a timely manner. Maintain electronic vendor files. Advise technical staff in interpreting proposal solicitation guidelines, create proposal templates, edit, produce, and submit proposals as requested. Compose correspondence and carry out human resource functions as requested. Co-manage corporate fixed assets and government property inventories.

June 2005- **Administrative Assistant**  
April 2007 *New England Research, Inc., Wilder, VT*

Provide administrative support to the President and Treasurer, and scientists and engineers. Carry out account reconciliation, auditing, accounts payable and miscellaneous bookkeeping and accounting functions. Arrange travel, initiate passport applications, secure visas, and produce expense reports. Perform dictation transcription, report production, proofing, scanning, spreadsheet creation, marketing materials assembly, document composition, and archiving. Advertise for and interface with prospective employees. Assist technical staff with domestic and international shipping needs. Purchase office and technical supplies.

**Sept. 2002- Family Health Administrative Coordinator**

**Oct. 2003** *VNA and Hospice of Vermont and New Hampshire, White River Jct., VT (now relocated)*

Establish and maintain a system for processing maternal and child health records and data for family health grants and contracts. Participate in meetings and discussion related to grant activity to ensure that grant requirements can be met through available technology. Act as liaison to the Finance Department, coordinating with other care providers and payers as appropriate to facilitate reimbursement. Facilitate communication between Maternal and Child Health (MCH) staff members, clients, families, physicians, and other parties. Coordinate nursing staff coverage for client referrals. Participate in monthly MCH team meetings, and provide meeting agenda and minutes. Supervise the MCH Family Health Services Assistant.

**Nov. 2000- Administrative Assistant**

**Aug. 2002** *VNA and Hospice of Vermont and New Hampshire, White River Jct., VT (now relocated)*

Provide administrative support to the Personnel Department and the Director of Personnel/Regional Operations Officer for the Northern Branches. Oversee all areas of recruitment, employment advertising/budget, applicant records and communication, job briefs, new employee orientation, and web site administration. Update and compile personnel policies. Provide meeting agenda, minutes, and correspondence when requested. Serve on Staff Personnel, Payroll and Benefits, and Orientation Committees. Coordinate annual employee recognition and appreciation activities. Attend and participate in state human resource organizational meetings.

**Nov. 1993- Secretary/Administrative Assistant**

**Aug. 2000** *Creare Inc., Hanover, NH*

Interpret and administer engineering project contract regulations, schedule and ensure deliverables, coordinate project meetings, manage records, and facilitate monthly technical progress/final reports to client. Edit/produce/and/or write internal and technical memorandums, letters, proposals, proposal guidelines for support staff, proposal templates, manuals, office procedures, slide presentations, and drawings. Update biomedical financials and perform biomedical procurement monitoring. Perform marketing research. Arrange travel, lodging, business meetings, and produce expense reports. Manage company copiers. Interview secretarial candidates. Delegate miscellaneous work tasks. Archive sales and project materials. Co-organize internal 1994/1995 United Way campaign.

**Oct. 1979- Secretary I, Promoted to Secretary II**

**Oct. 1993** *Activities Therapy Dept., In-Patient Psychiatry, Mary Hitchcock Memorial Hospital, Lebanon, NH (DHMC)*

Successfully organize information, prioritize needs, work independently, and interact with diverse groups of people. Assist in yearly budget preparation and management. Serve as liaison contact person for Eating Disorders Program. Triage psychiatric emergencies. Manage departmental equipment and program supplies. Set up computerization of the department's information flow. Create and maintain a room reservation system. Compose/revise departmental policy and procedures. Manage audio-visual equipment and provide staff instruction. Perform special projects/data retrieval/organization.

### **INTERESTS**

Community volunteering (New World Festival, New Hampshire League of Craftsmen, Dartmouth College/Hopkins Center, Northern Stage, Sunapee Green Up Day, Sunapee Chowder Challenge, New Hampshire Fish and Game/fish restocking), traveling, hiking, kayaking, journalism.

Peter P. Deleault

**Experience:**

**03/2007 to 4/2021: Concord Food Cooperative Inc., 24 South Main St., Concord, NH 03301.**

Controller. Concord Cooperative Market is a 8.2 million dollar natural foods grocery store and deli situated in downtown Concord. Managed all the finances of Concord Cooperative Market. Responsible for quarterly financial statements, annual business plan, 5 year budget and cash flow analysis, monthly financial monitoring and annual audits. Manage and approve all spending and capital expenditures to ensure compliance with annual business plan and budget. Oversee bookkeeper as well as marketing person and Human Resource Manager. Report directly to the General Manager and the Board of Directors regarding all financial matters.

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**04/2004 to Present: Lakes Region Consumer Advisory Board, Inc., 328 Union Ave., Laconia, NH 03246 (Part-time)**

Finance Manager. LRCAB is a non-profit mental health organization funded by State and Federal funds covering 3 areas of the State or cost centers. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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**11/2006 to Present: On The Road To Recovery, Inc., 13 Orange St., Manchester, NH 03101 (Part-time)**

Finance Manager. OTRTR is a non-profit mental health organization funded by State and Federal funds covering the greater Manchester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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Peter P. Deleault

**11/2006 to Present: Tri-City Consumer Action Cooperative, Inc., Rochester, NH  
(Part-time)**

Finance Manager. Tri-City is a non-profit mental health organization funded by State and Federal funds covering the greater Manchester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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**10/2021 to Present: Monadnock Peer Support Agency, Keene, NH. (Part-time)**

Finance Manager. Tri-City is a non-profit mental health organization funded by State and Federal funds covering the greater Manchester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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**07/1992 to 01/2007: Sarabby, Inc., dba APPS Paramedical Services, 1 Old Hill Rd.  
Bow, NH, 03304.**

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all of the bookkeeping and accounting responsibilities including payroll, all monthly and quarterly tax deposits and filings for both Federal and State, AR/AP, account reconciliation. Sold business.

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**03/1995 to 03/2000: Chemdata Occupational Health & Drug Testing.**

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all accounting responsibilities. Provided health and drug screens, DOT physicals and pulmonary function testing to local construction and trucking industries as well as municipal Firefighters and other industry workers utilizing respirators. Sold business.

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Peter P. Deleault

**2000 to 2018: Delo, LLC. 1 Old Hill Rd., Bow, NH 03304. (Part-Time)**

Owner, Business Manager. Commercial Real Estate. Responsible for property management, maintenance, accounting.

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**2005 to 2007: CompSci Computer Repair, LLC. 1 Old Hill Rd., Bow, NH, 03304 (Part-Time)**

Owner. Onsite home and business computer repairs. Responsible for all aspects of business management, marketing, accounting, computer and network repair and maintenance. Contracted with FCTI, San Diego, CA to repair company owned ATM's here in NH.

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**1980 to 1990: Bank of New Hampshire, N. Main St., Concord, NH 03301.**

Assistant Vice President-Loan Officer & Department Manager. Review financial statements, loan decision and processing, oversee loan department processes and personnel. Business marketing and loan development.

**Education:**

09/2004 to 05/2005: Hesser College, Manchester, NH. Advanced Computer course program to obtain certifications in both A+ and Network+.

1973-1976: St. Anselm's College, 2 ½ years pre-med.

1985-1989: University of New Hampshire, various courses in accounting, business management, bank management.

References upon request.

**CONTRACTOR NAME**Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Robin Greenly	Program Coordinator/Inter ED	16.50 Hrly Fulltime
Wayne Melanson	Program Coordinator	16.50 Hrly Fulltime
Sarina DeProfio	Peer Support Staff	13.00 Hrly 25 hrs wkly
Anna Lisa DiSalvo Johnson	Peer Support Staff	12.00 Hrly 25 hrs wkly
Cindy Robinson	Pemi Outreach Staff	12.00 Hrly 18 hrs wkly
Vito Loiacono	Warmline Operator	12.00 Hrly 15 wkly hrs
Deborah Champagne	Warmline Operator	12.00 Hrly 20 wkly hrs
Pete Deleault	Accountant	17,160 yrly

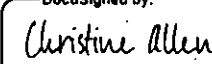
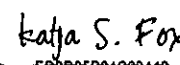
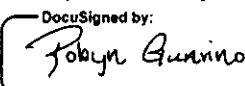
Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-05)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Area Peer Support Agency		1.4 Contractor Address 32 Washington Street #REAR Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-5093	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$799,798
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/9/2022		1.12 Name and Title of Contractor Signatory Christine Allen Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/9/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/10/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.


6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials   
Date 6/9/2022

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials         
Date   6/9/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions
  - 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
    - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").
  - 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
    - 3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
  - 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
    - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.
- 1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 5.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02; Peer Support, referred to as He-M 402.
- 1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:
  - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
  - 1.6.2. May include individuals who are homeless.
- 1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.8. Peer Support Services:
  - 1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:
    - 1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:
      - 1.8.1.1.1. Intentional Peer Support (IPS).
      - 1.8.1.1.2. Wellness Recovery Action Planning.



**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.1.1.3. Whole Health Management.
- 1.8.1.1.4. Setting boundaries.
- 1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.
- 1.8.1.1.6. Wellness.
- 1.8.1.1.7. Stress management.
- 1.8.1.1.8. Addressing trauma.
- 1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 1.8.1.2.1. Smoking cessation.
  - 1.8.1.2.2. Weight loss.
  - 1.8.1.2.3. Nutrition and Cooking.
  - 1.8.1.2.4. Physical exercise.
  - 1.8.1.2.5. Mindfulness activities including, but not limited to:
    - 1.8.1.2.5.1. Yoga.
    - 1.8.1.2.5.2. Meditation.
    - 1.8.1.2.5.3. Journaling.
- 1.8.1.3. A minimum of four (4) activity groups per week that provide positive skill-building activities which may include, but are not limited to:
  - 1.8.1.3.1. Arts and crafts.
  - 1.8.1.3.2. Music expression.
  - 1.8.1.3.3. Creative writing.
  - 1.8.1.3.4. Cooking.
  - 1.8.1.3.5. Sewing.
  - 1.8.1.3.6. Gardening.
  - 1.8.1.3.7. Movies.
- 1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.1.4.1. Online blogs or articles that relate to mental health.
  - 1.8.1.4.2. Obtaining employment.
  - 1.8.1.4.3. Budgeting.
  - 1.8.1.4.4. Decision-making.
  - 1.8.1.4.5. Self-advocacy.
- 1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:
- 1.8.2.1. Visiting a natural setting.
  - 1.8.2.2. Volunteering opportunities.
  - 1.8.2.3. Visiting a museum.
  - 1.8.2.4. Visiting a local historical site.
  - 1.8.2.5. Visiting local farms or gardens.
- 1.8.3. The Contractor shall ensure PSA's are:
- 1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
  - 1.8.3.2. At a physical location and/or building that is:
    - 1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and
    - 1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.
- 1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:
- 1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
  - 1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.
- 1.8.5. The Contractor shall provide PSA's based on the Substance Abuse



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and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

- 1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;
  - 1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;
  - 1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;
  - 1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;
  - 1.8.5.5. Encourages informed decision-making about all aspects of people's lives;
  - 1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - 1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and
  - 1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.
- 1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:
- 1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;
  - 1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and
  - 1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:
    - 1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

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
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- 1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;
  - 1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;
  - 1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and
  - 1.8.6.3.5. May include outreach calls.
- 1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:
- 1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;
  - 1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;
  - 1.8.7.3. Include member articles and contributions; and
  - 1.8.7.4. Include other relevant topics that might be of interest to members and participants.
- 1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:
- 1.8.8.1. Rights Protection.
  - 1.8.8.2. Peer Advocacy.
  - 1.8.8.3. Recovery.
  - 1.8.8.4. Employment.
  - 1.8.8.5. Wellness Management.
  - 1.8.8.6. Community Resources.
- 1.8.9. The Contractor shall provide individual peer support services to ensure individuals:
- 1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

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- 1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and
- 1.8.9.3. Can self-advocate.
- 1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:
  - 1.8.10.1. Information relative to obtaining and maintaining competitive employment.
  - 1.8.10.2. Referrals to community mental health center employment programs.
  - 1.8.10.3. Employment-related activities that include, but are not limited to:
    - 1.8.10.3.1. Resume writing.
    - 1.8.10.3.2. Interviewing techniques.
    - 1.8.10.3.3. Completing employment applications.
- 1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:
  - 1.8.11.1. Stigma of mental illness, wellness and recovery;
  - 1.8.11.2. Peer support and wellness services; and
  - 1.8.11.3. The peer support community.
- 1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:
  - 1.8.12.1. Preparing for appointments.
  - 1.8.12.2. Taking notes.
  - 1.8.12.3. Utilizing the physician's desk reference book as a resource.
- 1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.
- 1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:
  - 1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

  
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homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

- 1.8.14.1.1. Peer support services.
- 1.8.14.1.2. Wellness and recovery activities.
- 1.8.14.1.3. Annual conferences.
- 1.8.14.1.4. Regional meetings.
- 1.8.14.1.5. Council meetings.
- 1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:
  - 1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.
  - 1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.
  - 1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.
- 1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.
- 1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.
- 1.8.14.5. Acknowledge funding from the Department to support transportation costs:
  - 1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.
  - 1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership



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application to join and support the activities and mission of the PSA.

- 1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:
  - 1.8.16.1. The minimum engagement policy.
  - 1.8.16.2. Suspension of membership policy.
  - 1.8.16.3. Membership rules.
  - 1.8.16.4. Attestation that the consumer supports the mission of the PSA.
- 1.8.17. The Contractor shall provide services to:
  - 1.8.17.1. Both members and non-members.
  - 1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.
- 1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
  - 1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
  - 1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
    - 1.8.19.1.1. Individuals name.
    - 1.8.19.1.2. Date of written grievance.
    - 1.8.19.1.3. Nature and subject of the grievance.
    - 1.8.19.1.4. A method to submit an anonymous grievance.
  - 1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
  - 1.8.19.3. A method to track grievances.
  - 1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

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- 1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.
- 1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.
- 1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.
- 1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.
- 1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.
- 1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:
  - 1.8.25.1. Mental health service providers.
  - 1.8.25.2. Area homeless shelters.
  - 1.8.25.3. Community action programs.
  - 1.8.25.4. Housing agencies.
- 1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.
- 1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:
  - 1.8.27.1. All contract deliverables, programs, and activities are subject to review; and



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- 1.8.27.2. Any review may result in a report and potential corrective action plan.
- 1.8.28. The Contractor shall participate in quality assurance reviews as follows:
  - 1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.
  - 1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:
    - 1.8.28.2.1. Data.
    - 1.8.28.2.2. Financial records.
    - 1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.5. Scheduled phone access to Contractor principals and staff.
- 1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
  - 1.8.29.1. Participating in bi-annual quality improvement review.
  - 1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
  - 1.8.29.4. Reviewing personnel files for completeness.
  - 1.8.29.5. Reviewing the grievance process.
- 1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.
- 1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.
- 1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

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- 1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
  - 1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.
  - 1.8.33.3. Annual wellness training is available to staff.
  - 1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.
  - 1.8.33.5. All personnel and training records are current and available to the Department, as requested.
- 1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
- 1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:
- 1.8.35.1. The individual's name is on the BEAS State Registry;
  - 1.8.35.2. The individual has a criminal record of a felony conviction;  
or
  - 1.8.35.3. The individual has a record of any misdemeanor conviction involving:
    - 1.8.35.3.1. Physical or sexual assault;
    - 1.8.35.3.2. Violence;
    - 1.8.35.3.3. Exploitation;
    - 1.8.35.3.4. Child pornography;
    - 1.8.35.3.5. Threatening or reckless conduct;
    - 1.8.35.3.6. Theft;
    - 1.8.35.3.7. Driving under the influence of drugs or alcohol;or

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1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.9. Peer Respite:

1.9.1. The Contractor shall agree to operate a peer operated Peer Respite that provides early intervention for individuals 18 years of age and older who have a mental illness and who are experiencing a crisis in the community. The Contractor shall:

1.9.1.1. Operate the respite program at a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval.

1.9.1.2. Provide services to any individual from any of the Regions in New Hampshire regardless of where they live, attend school or work.

1.9.1.3. Provide a short-term, seven (7)-day stay, peer respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.

1.9.1.4. Provide interventions using a model of IPS or another SAMHSA-recognized mental health peer support model that focuses on individual's strengths and assists in personal recovery and wellness.

1.9.1.5. Provide a place for the individual to stay temporarily in order to facilitate recovery, which must be staffed with a certified Peer Support Specialist 24 hours per day when participants are in the program.

1.9.1.6. Provide referrals to the local community mental health center for individuals who require a higher level of care or evaluation for hospitalization.

1.9.1.7. Provide transportation to and from the peer respite program to other community-based appointments as agency schedule and staffing allows.

1.9.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.

1.9.1.9. Provide individualized supports with a focus on wellness and recovery planning, if applicable.

1.9.1.10. Support the individual in returning to participation in community activities, services and supports.

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- 1.9.1.11. Ensure the individual's health needs are addressed if the individual becomes ill or injured during the course of the individual's stay in the peer respite program.
- 1.9.1.12. Ensure communication with other service providers involved in the individual's care, with the individual's written consent.
- 1.10. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.11. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.12. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
  - 1.12.1. Personnel records.
  - 1.12.2. Financial records.
  - 1.12.3. Program data files.
- 1.13. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.
- 1.14. Reporting
  - 1.14.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
    - 1.14.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.
    - 1.14.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.
    - 1.14.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:
      - 1.14.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.
      - 1.14.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

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- 1.14.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.
- 1.14.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
- 1.14.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
- 1.14.1.7. Quarterly revenue and expenses by cost, category and locations.
- 1.14.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.
- 1.14.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.
- 1.14.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
  - 1.14.3.1. Community outreach activities as outlined in the Statement of Work.
  - 1.14.3.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 1.14.3.3. Peer support service deliverables as identified on templates provided by the Department.
  - 1.14.3.4. Statistical data including, but not limited to:
    - 1.14.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.
    - 1.14.3.4.2. Program utilization data.
    - 1.14.3.4.3. Number of telephone peer support outreach contacts.
    - 1.14.3.4.4. Number and description of outreach activities.

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- 1.14.3.4.5. Number and description of educational events provided on-site and in the community.
  - 1.14.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.
  - 1.14.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:
    - 1.14.3.6.1. Executive Director's report.
    - 1.14.3.6.2. Board of Directors roster.
  - 1.14.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:
    - 1.14.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.
    - 1.14.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.
    - 1.14.4.3. The contract shall provide the following reports as determined by the department:
      - 1.14.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.
  - 1.14.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.
  - 1.14.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.
  - 1.14.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.
- 1.15. Performance Measures
- 1.15.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.
  - 1.15.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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- 1.15.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.
- 1.15.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**3.3. Credits and Copyright Ownership**

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the



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services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.3.3.1. Brochures.
  - 3.3.3.2. Resource directories.
  - 3.3.3.3. Protocols or guidelines.
  - 3.3.3.4. Posters.
  - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

- 3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**4. Records**

- 4.1. The Contractor shall keep records that include, but are not limited to:

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- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
  - 1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
  - 3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
  - 3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to:

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. 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.
8. Audits
  - 8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.
  - 8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 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.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
9. Property Standards
  - 9.1. Insurance coverage.

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

- 9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
- 9.2. Real property.
  - 9.2.1. Subject to the obligations and conditions set forth in this section; title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.
  - 9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.
  - 9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:
    - 9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
    - 9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

provide for competition to the extent practicable and result in the highest possible return.

- 9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

**9.3. Equipment.**

- 9.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

- 9.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

- 9.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

- 9.3.2.2. Not encumber the property without approval of the State.

- 9.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

- 9.3.3. Use.

- 9.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

- 9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided<sup>ds</sup> that



**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

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such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

- 9.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- 9.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:
  - 9.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  - 9.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
  - 9.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  - 9.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
  - 9.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

- 9.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
- 9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
- 9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- 9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

**10. Property Trust Relationship and Liens**

- 10.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

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New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency





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.

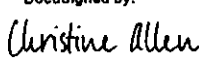
Place of Performance (street address, city, county, state, zip code) (list each location)


Check  if there are workplaces on file that are not identified here.

Vendor Name: Monadnock Peer Support Agency

6/9/2022

Date

DocuSigned by:  
  
 Name: CHRISTINE ALLEN  
 Title: Executive Director

Vendor Initials   
 Date 6/9/2022



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

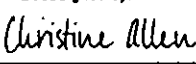
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Monadnock Peer Support Agency

6/9/2022

Date

DocuSigned by:  
  
 Name: Christine Allen  
 Title: Executive Director

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 Vendor Initials  
 Date 6/9/2022

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective, primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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**New Hampshire Department of Health and Human Services  
Exhibit F**

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

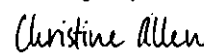
**LOWER TIER COVERED TRANSACTIONS**


- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Monadnock Peer Support Agency

6/9/2022

Date

DocuSigned by:  
  
 Name: Christine Allen  
 Title: Executive Director

Contractor Initials   
 Date 6/9/2022



New Hampshire Department of Health and Human Services  
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Monadnock Peer Support Agency

6/9/2022

Date

DocuSigned by:  
*Christine Allen*  
Name: Christine Allen  
Title: Executive Director

Exhibit G

Contractor Initials

DS  
CA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Monadnock Peer Support Agency

6/9/2022

Date

DocuSigned by:  
*Christine Allen*  
777F5500D97049C  
Name: Christine Allen  
Title: Executive Director



## New Hampshire Department of Health and Human Services

## Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I  
 Health Insurance Portability Act  
 Business Associate Agreement  
 Page 1 of 6

Contractor Initials

6/9/2022  
 Date





New Hampshire Department of Health and Human Services

Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*DS*  
*ca*

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Contractor Initials

6/9/2022  
Date



## New Hampshire Department of Health and Human Services

## Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

resolved  
CA

Date 6/9/2022



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

Monadnock Peer Support Agency

The State by:

Name of the Contractor

*Katja S. Fox*

*Christine Allen*

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Christine Allen

Name of Authorized Representative  
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/9/2022

6/9/2022

Date

Date



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.

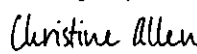
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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: Monadnock Peer Support Agency

6/9/2022

Date

DocuSigned by:  
  
 Name: CHRISTINE ALLEN  
 Title: Executive Director

Contractor Initials   
 Date 6/9/2022



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 6/6/2022
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

         NO                        x   YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

         NO                        x   YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
  13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
  14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
  15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
  16. The Contractor must ensure that all End Users:
    - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    - b. safeguard this information at all times.
    - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



# State of New Hampshire

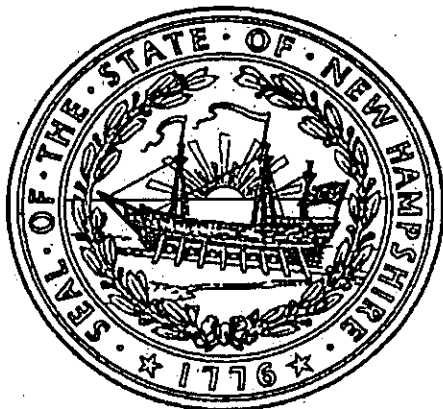
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK AREA PEER SUPPORT AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 23, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 239259

Certificate Number: 0005755621



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Carolina Stetson, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Peer Support (MPS)  
(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 6/7, 2022 at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Christine Allen, Executive Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of MPS 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: 6/7/22

Carolina Stetson  
Signature of Elected Officer  
Name:  
Title:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2022

**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).**

<b>PRODUCER</b> Clark Mortenson Insurance PO Box 606  Keene NH 03431	<b>CONTACT NAME:</b> Jennifer Ruffin <b>PHONE (A/C No. Ext):</b> (603) 352-2121 <b>FAX (A/C, No):</b> (603) 357-8491 <b>E-MAIL ADDRESS:</b> jruffin@hilbgroup.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Western World Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Central Mut Ins Co</td> <td style="text-align: center;">20230</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Western World Insurance Co		INSURER B: Central Mut Ins Co	20230	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  Monadnock Area Peer Support Agency P.O. Box 258  Keene NH 03431															

**COVERAGES**                      **CERTIFICATE NUMBER:** CL226714321                      **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NPP8739857	03/08/2022	03/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ Inc. \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	WC 8624826	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance for Organization

<b>CERTIFICATE HOLDER</b>  State of NH Dept of Health & Human Services 129 Pleasant St.  Concord NH 03301	<b>CANCELLATION</b>  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 
--	--

## **Monadnock Area Peer Support Agency**

### ***Mission Statement***

As a peer driven organization, it is the mission of Monadnock Peer Support to promote wellness and recovery, as defined by the individual, through intentional peer support, and to provide advocacy, educational, vocational, interpersonal, social, and spiritual opportunities to adults who utilize mental health services to learn wellness strategies, develop mutually beneficial relationships, and to support each other in attaining increased capacities for self-determination, independence, and personal growth.

The community, in conjunction with the Board of Directors, generates all rules, policy and direction with equal consideration given to the input of all members. We emphasize understanding, mutual accountability and respect for diversity in relationships. We offer groups, activities and events in which we learn more about ourselves, and how we interact with others. We utilize shared leadership, skill development, team activities and a holistic model of health to make these groups and events a valuable opportunity for growth and strength.

MONADNOCK PEER SUPPORT  
FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION  
Years Ended June 30, 2021 and 2020

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Statement of Activities and Changes in Net Assets By State Approved BMHS Funds, 2021 .....	16

**ROWLEY & ASSOCIATES, P.C.**

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

**INDEPENDENT AUDITORS' REPORT**

To the Board of Trustees  
Monadnock Peer Support  
Keene, New Hampshire

**Opinion**

We have audited the accompanying financial statements of Monadnock Peer Support (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2021 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Peer Support as of June 30, 2021 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Monadnock Peer Support and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

## **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

Exercise professional judgement and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Monadnock Peer Support's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Monadnock Peer Support's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



### **Report on Summarized Comparative Information**

We have previously audited Monadnock Peer Support's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 7, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Rowley & Associates, PC*

Rowley & Associates, P.C.  
Concord, New Hampshire  
February 9, 2022

**MONADNOCK PEER SUPPORT  
STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2021 WITH COMPARATIVE TOTALS, JUNE 30, 2020**

<b>ASSETS</b>	<b>Net Assets Without Donor Restriction</b>	<b>Net Assets With Donor Restriction</b>	<b>Total 2021</b>	<b>2020</b>
<b>CURRENT ASSETS</b>				
Cash and cash equivalents				
Operating	\$ 205,135	\$ -	\$ 205,135	\$ 34,807
BMHS & Respite refundable	1,108	-	1,108	1,108
Total cash and cash equivalents	<u>206,243</u>	<u>-</u>	<u>206,243</u>	<u>35,915</u>
Accounts receivable	94,056	-	94,056	48,202
Prepaid expenses	<u>5,777</u>	<u>-</u>	<u>5,777</u>	<u>6,660</u>
Total Current Assets	<u>306,076</u>	<u>-</u>	<u>306,076</u>	<u>90,777</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>				
Building	273,976	-	273,976	135,985
Improvements in progress	100,501	-	100,501	-
Land	93,200	-	93,200	22,750
Equipment and vehicle	<u>15,500</u>	<u>-</u>	<u>15,500</u>	<u>47,370</u>
Total property & equipment	483,177	-	483,177	206,105
Less accumulated depreciation	<u>5,373</u>	<u>-</u>	<u>5,373</u>	<u>106,110</u>
	<u>477,804</u>	<u>-</u>	<u>477,804</u>	<u>99,995</u>
<b>OTHER ASSETS</b>				
Security deposit - utilities	<u>1,541</u>	<u>-</u>	<u>1,541</u>	<u>-</u>
Total Assets	<u>785,421</u>	<u>-</u>	<u>785,421</u>	<u>190,772</u>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	11,173	-	11,173	1,400
Accrued expenses	4,940	-	4,940	4,498
Long-term debt, current portion	<u>18,203</u>	<u>-</u>	<u>18,203</u>	<u>9,096</u>
Total Current Liabilities	<u>34,316</u>	<u>-</u>	<u>34,316</u>	<u>14,994</u>
<b>LONG-TERM LIABILITIES</b>				
Refundable advance, BMHS	1,108	-	1,108	1,108
Long-term debt, net of current portion	<u>260,750</u>	<u>-</u>	<u>260,750</u>	<u>-</u>
Total Long-Term Liabilities	<u>261,858</u>	<u>-</u>	<u>261,858</u>	<u>1,108</u>
<b>OTHER LIABILITIES</b>				
Payroll Protection Program Loan	<u>47,270</u>	<u>-</u>	<u>47,270</u>	<u>38,200</u>
<b>NET ASSETS</b>				
Without donor restriction	441,977	-	441,977	131,470
With donor restriction	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,000</u>
Total Net Assets	<u>441,977</u>	<u>-</u>	<u>441,977</u>	<u>136,470</u>
Total Liabilities and Net Assets	<u>\$ 785,421</u>	<u>\$ -</u>	<u>\$ 785,421</u>	<u>\$ 190,772</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT  
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEAR ENDED JUNE 30, 2021 WITH  
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020**

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	2021	2020
<b>REVENUE AND SUPPORT</b>				
State grant income	\$ 516,277	\$ -	\$ 516,277	\$ 288,919
Contributions	44,268	-	44,268	55,985
Interest income	80	-	80	36
Program & other income	3,377	-	3,377	4,835
Total revenue and support	<u>564,002</u>	<u>-</u>	<u>564,002</u>	<u>349,775</u>
<b>OTHER REVENUE</b>				
Payroll Protection Program loan forgiveness	38,200	-	38,200	-
Gain on sale of fixed assets	80,245	-	80,245	-
	<u>118,445</u>	<u>-</u>	<u>118,445</u>	<u>-</u>
Net assets released from donor imposed restrictions	<u>5,000</u>	<u>(5,000)</u>	<u>-</u>	<u>-</u>
<b>EXPENSES</b>				
Program	329,211	-	329,211	321,482
Management & general	47,452	-	47,452	15,315
Fundraising	277	-	277	-
Total expenses	<u>376,940</u>	<u>-</u>	<u>376,940</u>	<u>336,797</u>
Increase (decrease) in net assets	310,507	(5,000)	305,507	12,978
Net assets, beginning of year	<u>131,470</u>	<u>5,000</u>	<u>136,470</u>	<u>123,492</u>
Net assets, end of year	<u>\$ 441,977</u>	<u>\$ -</u>	<u>\$ 441,977</u>	<u>\$ 136,470</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2021 WITH  
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020**

	<u>Program Services</u>	<u>Management &amp; General</u>	<u>Fundraising</u>	<u>Total 2021</u>	<u>Total 2020</u>
Wages	\$ 218,655	\$ -	\$ -	218,655	\$ 212,248
Employee benefits	28,350	-	-	28,350	31,409
Payroll taxes	17,240	-	-	17,240	16,005
Supplies and office expense	16,942	1,882	-	18,824	6,544
Telephone	3,670	408	-	4,078	4,215
Utilities	12,217	1,357	-	13,574	12,322
Insurance	6,503	723	-	7,225	8,755
Repairs and maintenance	3,957	440	-	4,397	4,571
Interest expense	1,818	202	-	2,020	1,577
Food	956	106	-	1,062	1,485
Professional fees	-	12,032	-	12,032	11,083
Other expenses	3,220	-	18	3,238	1,370
Travel	42	-	-	42	6,249
Training	1,963	-	-	1,963	3,562
Depreciation	8,390	-	-	8,390	7,996
Equipment rental	2,345	261	-	2,606	2,585
Vehicle expense	2,572	-	-	2,572	4,555
Postage	372	41	-	413	266
Advertising	-	-	259	259	-
CARES program grants	-	30,000	-	30,000	-
	<u>\$ 329,211</u>	<u>\$ 47,452</u>	<u>\$ 277</u>	<u>\$ 376,940</u>	<u>\$ 336,797</u>

**MONADNOCK PEER SUPPORT  
STATEMENTS OF CASH FLOWS  
YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in net assets	\$ 305,507	\$ 12,978
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	8,390	7,996
Gain on sale of fixed asset	(80,245)	(400)
Payroll Protection Program loan forgiveness	(38,200)	-
(Increase) decrease in operating assets		
Accounts receivable	(45,854)	(45,643)
Prepaid expenses	883	1,275
Security deposit - utilities	(1,541)	-
Increase (decrease) in operating liabilities		
Accounts payable	9,773	(9,768)
Accrued expenses	442	(1,941)
Net Cash Provided (Used) By Operating Activities	<u>159,155</u>	<u>(35,503)</u>
<b>CASH USED BY INVESTING ACTIVITIES,</b>		
Cash paid for purchases of fixed assets	(87,176)	(22,975)
Cash paid for purchases of improvements in progress	(100,501)	-
Proceeds on sale of fixed assets	161,723	2,500
Net Cash (Used) By Investing Activities	<u>(25,954)</u>	<u>(20,475)</u>
<b>CASH USED BY FINANCING ACTIVITIES,</b>		
Repayments of long-term notes payable	(10,143)	(17,509)
Net Proceeds, Payroll Protection Plan Loan	47,270	38,200
Net Cash Provided by Financing Activities	<u>37,127</u>	<u>20,691</u>
Net Increase (Decrease) in Cash and Cash Equivalents	170,328	(35,287)
Cash and Cash Equivalents, Beginning of Year	<u>35,915</u>	<u>71,202</u>
Cash and Cash Equivalents, End of Year	<u>\$ 206,243</u>	<u>\$ 35,915</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for:		
Interest	<u>\$ 2,020</u>	<u>\$ 1,577</u>
<b>SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS</b>		
Cost of fixed assets purchased	367,176	22,975
New debt assumed for assets purchased	<u>(280,000)</u>	<u>-</u>
Cash payment for fixed asset acquisitions	<u>\$ 87,176</u>	<u>\$ 22,975</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 1 – NATURE OF ORGANIZATION**

Monadnock Peer Support (MPS) is a nonprofit organization incorporated, that promotes peer support through educations, vocational, interpersonal, social and spiritual opportunities for consumers of mental health services and by facilitating recovery through peer support, empowerment and personal growth. The organization operates in Keene, New Hampshire.

The revenue of the Organization is derived primarily from a contract with the State of New Hampshire Department of Health and Human Services.

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES**

The summary of significant accounting policies of MPS is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of MPS's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Accounting

The financial records for the Organization are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

Basis of Presentation

The organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions - These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services raising contributions, and performing administrative functions.

Net assets with donor restrictions - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

**MONADNOCK PEER SUPPORT  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Cash Equivalents

For purposes of the Statements of Cash Flows, the Organization considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2021 and 2020.

Support and Revenue

The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS).

Property and Equipment

Property and equipment are carried at cost. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Minor repairs and maintenance are expensed as incurred. Major repairs and renovations which materially extend the useful lives of the assets are capitalized. Major classes of depreciable assets and their estimated lives are as follows:

<u>Description</u>	<u>Years</u>
Building improvements	10-39
Equipment	5-7
Vehicle	5

Depreciation expense was \$8,390 and \$7,996 for the years ended June 30, 2021 and 2020, respectively.

Function and Cost Allocation of Expenses

The costs of providing various program, management and rental services have been summarized in the statement of activities. Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are compensation and insurances, which are allocated on the basis of estimates of time and effort; occupancy costs, which are allocated on a square footage basis; and supplies and telephone costs, which are allocated based on usage studies.

**MONADNOCK PEER SUPPORT  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Advertising

The Organization expenses advertising costs as incurred. MPS had advertising costs of \$259 and \$0 as of June 30, 2021 and 2020, respectively.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to MPS's program services. These services are not included in donated materials and services because the value has not been determined.



**MONADNOCK PEER SUPPORT  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Donated Materials and Services

It is the intent of MPS to record the value of donated goods and services when there is an objective basis available to measure their value. For the year ended June 30, 2021, MPS received donated goods connected with its move to a new building. The value of these donated goods individually did not exceed \$500 to meet the organizations capitalization threshold. There were no donated goods or services in 2020.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2021 and 2020, which approximates fair value due to the relatively short maturity of these instruments.

**NOTE 3 – REVIEW BY OUTSIDE AGENCIES**

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

**NOTE 4 – COMPENSATED ABSENCES**

Employees of the Organization are entitled to paid time off depending on job classification, length of services and other factors. The Organization had no accrued time earned, but unpaid as of June 30, 2021 and 2020, respectively.

**MONADNOCK PEER SUPPORT  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 5 – CONCENTRATION OF CREDIT RISK**

The Organization maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2021 and 2020 the Organization had no uninsured cash balances.

The Organization earned a substantial portion of its revenue from the State of New Hampshire. The State of New Hampshire contract accounted for approximately 75% and 82% of total revenue in the years ended June 30, 2021 and 2020, respectively.

**NOTE 6 – RETIREMENT PLAN**

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses MPS for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$0 and \$1,000 for the years ended June 30, 2021 and 2020, respectively.

**NOTE 7 – REFUNDABLE BMHS ADVANCE**

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, MPS was required to segregate amounts advanced but not expended at year-end as a refundable advance. Funds set aside in accordance with this requirement amounted to \$1,108 for the years ended June 30, 2021 and 2020, respectively.

**NOTE 8 – BOARD DESIGNATED NET ASSETS**

The Organization has no board designated net assets as of June 30, 2021.

**MONADNOCK PEER SUPPORT  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 9 – NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restriction consisted of the following as of June 30:

	<u>2021</u>	<u>2020</u>
NHCF funds	<u>\$ 0</u>	<u>\$ 5,000</u>
	<u>\$ 0</u>	<u>\$ 5,000</u>

**NOTE 10 – FAIR VALUE MEASUREMENTS**

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	<u>Quoted Prices in Active Markets For Identical Assets (Level 1)</u>	<u>Significant other Observable inputs (Level 2)</u>
<u>2021</u>			
Accounts Receivable	<u>\$ 94,056</u>	<u>\$ -</u>	<u>\$ 94,056</u>
<u>2020</u>			
Accounts Receivable	<u>\$ 48,202</u>	<u>\$ -</u>	<u>\$ 48,202</u>

The fair value of accounts receivable are estimated at the present value of expected future cash flows.

**NOTE 11 – LONG-TERM DEBT**

Long-term debt consisted of the following as of June 30: 2021      2020

Mortgage payable to a bank in monthly installments of \$763 including principal and interest beginning December 1999. The interest is 6.875%.

The note is secured by a mortgage on real estate and was paid in full on December, 2021.

\$ -0-      \$ 9,096

**MONADNOCK PEER SUPPORT  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 11 – LONG-TERM DEBT (CONTINUED)**

Long-term debt consisted of the following as of June 30:	<u>2021</u>	<u>2020</u>
Mortgage payable to a bank in monthly installments of \$1,517 including principal and interest beginning April, 2021. The interest is 4.25%. The note is secured by a mortgage on real estate and Matures April, 2046.	\$ 278,953	\$ 9,096
Less current portion	<u>18,203</u>	<u>9,096</u>
	<u>\$ 260,750</u>	<u>\$ -0-</u>

The maturities on long-term debt as of June 30 are as follows:

2022	\$ 18,202
2023	18,202
2024	18,202
2025	18,202
2026	18,202
Thereafter	<u>187,943</u>
Total	<u>\$ 278,953</u>

**NOTE 12 – LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS**

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary source of support is grants. That support is held for the purpose of supporting the Organization's budget. The Organization had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 206,243	\$ 35,915
Accounts receivable	<u>94,056</u>	<u>48,202</u>
	<u>300,299</u>	<u>84,117</u>
Less amounts:		
Refundable BMHS funds required to be maintained under State agreement	1,108	1,108
Restricted NHCF funds	<u>-</u>	<u>5,000</u>
	<u>1,108</u>	<u>6,108</u>
	<u>\$ 299,191</u>	<u>\$ 78,009</u>

**MONADNOCK PEER SUPPORT  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**NOTE 13 – PAYROLL PROTECTION PROGRAM LOAN**

In April of 2020 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$38,200. This loan called for interest fixed at 1%. No payments were required for six months from the date of the loan. This note was to mature two years from the date of first disbursement of the loan. In December of 2020 this loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136).

On May 3, 2021 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$47,270. This loan called for interest fixed at 1%. No payments were required for six months from the date of the loan. It is likely that this loan will be forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136). On September 28, 2021 this loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136).

**NOTE 14. RISKS AND UNCERTAINTIES: COVID-19**

As a result of the spread of the Covid-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.


**NOTE 15 – SUBSEQUENT EVENTS**

Management has evaluated subsequent events through February 9, 2022, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**MONADNOCK PEER SUPPORT  
STATEMENT OF ACTIVITIES  
BY STATE APPROVED BMHS FUNDS  
FOR THE YEAR ENDED JUNE 30, 2021**

	State Approved BMHS Funds	State Approved SUSD Funds	State Approved SUSD Start-Up Funds	State Approved Total	Non-BMHS Funds	Total
<b>REVENUE AND SUPPORT</b>						
Grant income, current year	\$ 275,105	\$ 91,194	\$ 149,978	\$ 516,277	\$ -	516,277
Contributions	-	-	-	-	44,268	44,268
Interest income	-	-	-	-	80	80
Program & other income	-	-	-	-	3,377	3,377
Payroll Protection Program loan forgiveness	-	-	-	-	38,200	38,200
Gain on sale of fixed assets	-	-	-	-	80,245	80,245
Total support and revenue	<u>275,105</u>	<u>91,194</u>	<u>149,978</u>	<u>516,277</u>	<u>166,170</u>	<u>682,447</u>
<b>EXPENSES</b>						
Wages	169,459	42,196	7,000	218,655	-	218,655
Employee benefits	27,687	860	-	28,547	(197)	28,350
Payroll taxes	13,232	4,008	-	17,240	-	17,240
Supplies and office expense	7,636	5,548	4,117	17,301	1,523	18,824
Telephone	3,070	-	-	3,070	1,008	4,078
Utilities	13,574	-	-	13,574	-	13,574
Insurance	7,216	-	-	7,216	9	7,225
Repairs and maintenance	2,150	756	471	3,377	1,020	4,397
Interest expense	1,608	-	-	1,608	412	2,020
Food	1,062	-	-	1,062	-	1,062
Professional fees	10,936	1,096	-	12,032	-	12,032
Other expenses	-	-	3,220	3,220	18	3,238
Travel	-	-	-	-	42	42
Training	1,663	-	-	1,663	300	1,963
Depreciation	-	-	-	-	8,390	8,390
Equipment rental	2,326	-	-	2,326	280	2,606
Vehicle expense	2,572	-	-	2,572	-	2,572
Postage	390	-	-	390	23	413
Advertising	-	-	259	259	-	259
CARES program grants	-	-	-	-	30,000	30,000
Total expenses	<u>264,581</u>	<u>54,464</u>	<u>15,067</u>	<u>334,112</u>	<u>42,828</u>	<u>376,940</u>
Net Increase in Net Assets	10,524	36,730	134,911	182,165	123,342	305,507
BMHS funds allowed for:						
Debt reduction	(8,576)	-	-	(8,576)	8,576	-
Capital purchases	(4,463)	(43,038)	(135,176)	(182,677)	182,677	-
	<u>(13,039)</u>	<u>(43,038)</u>	<u>(135,176)</u>	<u>(191,253)</u>	<u>191,253</u>	<u>-</u>
Net assets, beginning of year	<u>8,352</u>	<u>-</u>	<u>-</u>	<u>8,352</u>	<u>128,118</u>	<u>136,470</u>
Net assets, end of year	<u>\$ 5,837</u>	<u>\$ (6,308)</u>	<u>\$ (265)</u>	<u>\$ (736)</u>	<u>\$ 442,713</u>	<u>\$ 441,977</u>

See Independent Auditors' Report and Notes to Financial Statements


**Monadnock  
PEER SUPPORT**  
**Board of Directors**  
 Revised May 2022

Position	First	Last	Home Address	Town	Phone	Email	Joined	Term				Cons.
								#	Mrs	Begin	End	
AT-LARGE	Ed	Bryans	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Jun	1	2	1-Jun	2022	
AT-LARGE	Dianne	Croteau	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Dec	1	2	1-Dec	2022	x
AT-LARGE	Kelly	Fleutte	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Dec	1	2	1-Dec	2022	
ASST SEC	Brieanna	Foster	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Dec	2	2	1-Dec	2023	x
AT-LARGE	Daria (Alejandro)	Levy	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Sep	2	2	1-Oct	2023	x
AT-LARGE	Jennifer	Richardson	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Nov	1	2	1-Nov	2022	x
AT-LARGE	Stephanie	Ritchie	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Oct	1	2	1-Oct	2023	
AT-LARGE	Meghan	Rouleau	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Jun	1	2	1-Jun	2022	x
AT-LARGE	Marla	Steffire	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Oct	1	1	1-Oct	2022	x
CO-CHAIR	Carolina	Stetson	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Jan	1	2	1-Jan	2022	
AT-LARGE	Mandy	White	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Jan	1	3	1-Jan	2025	

11  
6  
Consumer 55%

- \* 11 Members- 6 Needed for Quorum
- \* Terms Expire at Annual Meeting (Generally October)
- \* Board members will be elected by the members at each annual meeting for a term of three (3) years
- \* In case of vacancies, new members will be elected for the remaining term of the vacancy
- \* No more than 20% of BOD members may serve over six consecutive years
- \* At least 51% of the Board members shall be comprised of representatives of the consumer sector

# Andy Allen

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## Education

Peterson Technical Institute, Woburn, MA – HVACR, 2010

Pinkerton Academy – High School Diploma, Derry NH, 1991

## Experience

***Monadnock Peer Support Agency, May 3, 2021 – Present***

### ***Residential Team Lead***

- *25 years lived in experience through older sibling addicted to methamphetamines*
- *Mentoring Peer Respite/SUSD Coordinators on achieving an excellent quality of work*
- *Orientation of newly hired Peer Respite/SUSD Coordinators*
- *Engage in one-to-one peer support, and, when appropriate, engage in outreach to Peer Respite/SUSD Coordinators*
- *Coach Peer Respite/SUSD Coordinators on how to cultivate mutually supportive relationships and handle conflict, complaints, or incidents using the tasks and principles of Intentional Peer Support*
- *Peer Respite/SUSD Coordinators on working with residents, guests, members, and staff to co-create a mutually beneficial community environment as is relevant to cleaning, maintenance, meals, and cohabitation*
- *Review all incident reports for completeness and accuracy*
- *Remain on-call when assigned to guide action taken by Peer Respite/SUSD Coordinators relative to issues of conflict, complaint, or incident*

***Smart Bump Media Solutions, April 1, 2015 – Present***

- *Self Employed start up business*

***ABM Engineering Services, Sept 2003 – July 2014***

- *ABM @ Lantheus Medical Imaging, Billerica, MA – Facility Manager, Feb 2013 – July 2014*

Facility Management for 10 buildings total, Coordinate new contract start up, build relationships with customer, lead & supervise all mechanics & their duties such as preventative maintenance, scheduling & payroll, Solicit contractors & coordinate all major projects from start to finish, on-call 24/7, oversee all ordering of tools, parts & supplies, coordinate & present meetings with customer, perform & complete



extensive training courses for general safety as well as GMP radioactive handling, review applications & hiring of new employees, mapping locations of various equipment throughout site such as fire extinguishers, back flow preventers, air handlers, water coolers, conference rooms, expansion joints, fence repairs, access ladders, docks & doors, roof leaks, recycling bins, water heaters, water meters, generators as well as coordinating testing & inspections for each.

- ABM @ City Hall Plaza, Manchester, NH – Chief Engineer, Oct 2011 – Feb 2013/New Contract Start Up
- ABM @ Logan International Airport, Boston, MA – Assistant Facility manager, Feb 2011 – Oct 2011
- ABM @ Massachusetts State House, Boston, MA – Assistant Facility Manager/ HVACR Tech, Oct 2009 – Feb 2011/New Contract Start Up
- ABM @ Delta-Continental-North West-Swiss Air, Logan International Airport, Boston, MA, Lead Mechanic, Sept 2003 – Oct 2009
- Saratoga Designs Woburn, MA, Sales manager, 2007 – 2009
- Bay State Industrial Welding, Hudson, NH, 2001-2007
- All-Rite Fence Co, Lowell, MA, 1999 – 2001

**Special skills/experience;**

Extensive Welding & fabrication, rigging, hoisting, masonry, fences, roofing, carpentry, door & window installation as well as large (storefront) glass panel handling, overhead door installation & maintenance, steel case, cipher locks, electric motors, pumps, small & large gas engine rebuilds (some experience with diesel), small engine repair & rebuild, hydraulics, experienced in the operation & repair of forklift/LULL & maintenance (up to 30 tons lift cap.), front end loaders, bobcats, John Deere, caterpillar, boom lifts, etc.

Proficient with Microsoft Word, Excel & Powerpoint as well as the most recent Maximo labor entry systems.

## CHRISTINE ALLEN

### **OBJECTIVE:**

To utilize my passion and knowledge of the Human Services field to build stronger families and work toward improving the lives and futures of each member within the household by providing counseling, support and guidance ensuring their success while enhancing their quality of life from a social, economic, family centered psychological perspective.

### **PROFESSIONAL EXPERIENCE:**

Monadnock Peer Support Agency, Keene, NH | Executive Director December 2021 - Present

- Direct the organization in keeping with the vision outlined by the Board of Directors
- Provides general oversight of all activities, manages the day-to-day operations, and assures a smoothly functioning, efficient organization using appropriate delegation skills to accomplish this responsibility
- Coordinate collaboration amongst member PSAs and establish and maintain relationships with various organizations throughout the state and utilize those relationships to strategically enhance MPS's Mission.
- Develop and produce RFP application for, and contract with the BMH/DHHS and attend Bidder's Conference
- Supervise staff and volunteers, administering annual reviews of staff and managing behavior and performance matters as they arise
- Ensure proper training and continuing education for all staff
- Assess program needs and initiate a quality assurance plan that supports the principles and concepts of Peer Support
- Stay current with developments in Peer Support curriculum and research
- Report to and work closely with the Board of Directors to seek their involvement in policy decisions, fundraising and to increase the overall visibility of the organization throughout the State.
- Serve as MPS's primary spokesperson to the organization's constituents, the media, and the general public. Manage public image of the organization by acting as figurehead in all public-facing matters
- Report monthly to the Board of Directors
- Serve as an ex-officio member of all board committee's; Attend all Board meetings and trainings as required
- Work closely with staff and board to prepare annual budgets and judiciously monitor revenues and expenses
- Create green sheets/exhibit b sheets/goldenrod sheets with invoices
- Oversee all financial transactions and fiduciary activities
- Ensure the practices stipulated in the Accounting Policies and Procedures manual are implemented and maintained.  
Develop alternative sources of revenue

Monadnock Development Services, Keene, NH | Partners In Health December 2017 – December 2021

- Advocate for children and families working to strengthen relationships to ensure child's success
- Coordinate fundraising, corporate campaigning and strategic development to insure department growth
- Collaborate with Keene Family YMCA to foster a relationship with the Monadnock Type 1 Diabetes Group. T1D group now meets at the YMCA bi-monthly generating and building a stronger relationship with the outside towns surrounding Keene and generating new members to the YMCA
- Responsible for developing, monitoring and revising family centered treatment plans
- Collaborate with law enforcement, schools, medical professionals, DHHS to create strategic plans and corrective action
- Implement and wrote grants from State and Federal agencies to further promote work of Monadnock Developmental Services
- Insure all activities of program (Partners In Health) remained within budget
- Presented on multiple occasions to Boards, Committees and Legislative bodies securing funding
- Ensure operation with the Standards of Quality for Family Strengthening and Support, IEP's, 504 plans
- Consistently worked with a diverse group of individuals to ensure success of programs.
- Complete all confidential files and casework information, liaison between area agency and state

## CHRISTINE ALLEN

### OTHER PROFESSIONAL EXPERIENCE:

- Keene Family YMCA, Keene NH | Instructor and Trainer June 2008 - Present
- Girl Scouts, Marlborough, NH | Manager, Community Engagement & Recruitment June 2014 – July 2017
- Hesser College, Nashua, NH | Kaplan University | Director of Admissions January 2004 - May 2008
- Kronos Incorporated, Chelmsford, MA | Human Resources Generalist March 1998 - December 2003

### VOLUNTER / COMMUNITY ENGAGEMENT:

#### Public Relations, *Keene Lions Club*

June 2019 – Present

- Serving those in need in the Monadnock Region securing funds to help pay for valuable things in the community from community projects, eyesight and Camp Carefree Diabetes camp for children.
- Responsible for the public relations and social media campaign to share our mission and community work.

#### Executive Board Member, *Moms On A Mission*

December 2017 – December 2019

- Recruit volunteers for our annual campaign.
- Work diligently with community members, business and non-profits to secure and gather items needing for the cause.

#### Vice President, Executive Board Member, *Keene Cal Ripken Baseball Association*

December 2016 - Present

- Collaborate, connect with and provide support to the Greater Keene Youth Baseball Softball Association.
- Coordinate fundraising, networking, communicating our needs to the general public ensuring that we are able to provide financial support to the families who are others unable to allow their child to participate.
- Raised \$30K from our Keene Community in 7 days for the 12U All Star Team to ensure that the team was able to go to the World Series.
- Directed and coordinated a Parade for the City of Keene to welcome back the 12U baseball team to celebrate their 3<sup>rd</sup> place victory at the World Series.

#### Philanthropy, Board Member, *Symonds School sau29*

September 2014 – June 2018

- Liaison between SAU29 school district and the family ensuring that each child in need is set up for success while at school and beyond. Work with city, police, DHHS, families, small business and non profits to secure necessary items for childs success. Items such as food, bedding, clothing and such.

#### Founder/ Speaker, *Empowerment Monthly Seminars*

January 2013 - Present

- Organize and recruit woman from all aspects, backgrounds and ethnicities to join the monthly Empowerment Group to foster new relationships, network, build trust and socialize in a nonjudgmental forum allowing woman of all backgrounds to develop a sense of community, friendship and network to ensure their success while building their courage, character and confidence.

#### Group Instructor to Female Inmates, *Cheshire County H.O.C*

June 2012 – June 2015

- Empower women through fitness and life coaching to improve their lives and prevent recidivism
- Provide support outside of Jail to help ensure success of each individual by transporting women to meetings, YMCA, church etc.

#### Incorporator, *Monadnock Family Services (MFS)*

December 2016 – December 2017

- Provide advocacy to children and family members within our MFS providing advocacy and community engagement ensuring that the family and child have inclusion within the community.

### AWARDS:

Director of the Year | Most Valuable Employee of the Year | Most Improved Director of the Year

### EDUCATION AND CERTIFICATIONS:

BS, Organizational Management, Human Resources  
Associates Degree in Human Services  
Commitment Based Selling, Action Selling Certificate  
Certification in Life Coaching  
Personal Trainer, Group Instructor

Southern New Hampshire University  
Hesser College  
Sandler Training  
Kaplan University  
Aerobics, Fitness Association; NETA, AFFA

## Kurt M Anderson

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### Project Management, Process Integration and Operations Management

Senior subject matter expert in project/program management, application development, process integration, customer service, business operations, financial controls and new process training. Leads programs and teams from strategy through execution in transforming and supporting businesses across all functional areas. Analyzes customer and service challenges, via process and technology improvements, that impact Organizational Development (i.e., functionality improvements; increased productivity; cost-savings; opening new markets; launching new products; managing through regulatory and compliance issues; and ensuring associate development). Six Sigma Green Belt, Salesforce, MS Office/Project.

#### Areas of Expertise:

- |                      |                         |                                 |
|----------------------|-------------------------|---------------------------------|
| • Project Management | • Customer Service      | • Testing Management            |
| • Partner Relations  | • Process Improvement   | • Strategic Planning            |
| • Vendor Management  | • Operations Management | • Training/Document Development |

### PROFESSIONAL EXPERIENCE

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#### RIVER CAPITAL SERVICES LLC, Keene, NH

##### Managing Partner

**2020 - Current**

Private Funding Lender and Broker for the Real Estate Investor Community

- Provides funding and guidance for real estate investors, from individual builders to investors for passive income.

#### NH – Jobs for America’s Graduates, Keene, NH

**2022**

##### Youth Specialist

Directed all efforts to launch the NH-JAG Healthcare Training Program in NH’s Monadnock Region

- Generated opportunities for launch by presenting program to schools, human support service organizations and prospective employers throughout the region.
- Developed and executed comprehensive outreach and communication plan.

#### OWL’S NEST RESORT, Thornton, NH

##### Front Desk Agent

**2021**

Supported vacation, events and seasonal lodging programs.

- Responsible for guest engagement, support, sales and daily financial controls.

#### ALL MOUNTAIN RENTALS, Campton, NH

**2020**

##### Licensed Rental Specialist

Operational manager of Seasonal and Long-Term rental programs.

- Lead and oversaw marketing and operational programs to secure and support owners, tenants and revenue goals.

#### STONEWALL CABLE, Rumney, NH

**2019**

##### Customer Service Liaison

Directed Customer projects, requests for quotes and marketing efforts, both out-bound and in-bound.

- Responded to inquiries for orders and RFQs, phone, email and mail, from US Government and Prime Defense Contractors for mission critical communication cables.
- Directed customer support efforts with Engineering and Production teams to ensure that extensive customer technical and logistical requirements were met.

#### POLLARD BROOK, Lincoln, NH

**2018 to 2019**

##### Houseman

Provided operational support for Resort’s customer service, housekeeping, laundry and maintenance functions.

**EARTHLIGHT TECHNOLOGIES, Stamford, CT****2016 to 2017****Director**

Responsible for opening solar and energy efficiency business development and sales in Southwestern Connecticut.

- Lead efforts to develop Earthlight's marketplace presence, over \$750,000 in development.
- Implemented projects for energy efficiency and solar technologies, both commercially and residentially.

**FREEAIRE, Norwalk, CT****2015 to 2016****Senior Energy Savings Consultant**

Originated role responsible for business development and sales in new territories of Connecticut and New York.

- Delivered a network of partners to co-develop projects with, over 5 had been signed up.
- Sold and implemented projects in NY and CT, started with no leads and had over \$1MM in sales pipeline.

**SOLOMON ENERGY INC, Westport, CT****2013 to 2015****Director**

Critical member of the executive team that built Solomon Energy from Start-up to a pipeline of over \$50MM of renewable energy (solar) and energy efficiency projects across the Northeastern United States.

- Lead development of Solomon's Operations Team and all their related support processes from ground up.
- Directly responsible for selling and implementing projects in NJ and CT with over \$10MM in development.

**FOCALPOINT BUSINESS COACHING, Norwalk, CT****2011 to 2013****Owner**

Trusted advisor to small business owners in green building trades. Worked with owners and management teams to identify opportunities, mitigate risks and optimize systems and operations.

**M2 MEDIA GROUP LLC, Stamford, CT****2008 to 2011****Director, Operations**

Charged with unifying all operational segments in a fast-growing company. Designed responsive communication plans and reporting systems that managed Partner integration, customer care, fulfillment and merchant processing.

- Provided direct oversight of launch of a new magazine store on Barnes & Noble.com, increasing sales 800%.
- Generated increased sales 50% year over year by creating new sales channels, including direct mail/email with major Hotel loyalty programs, in-statement marketing with National Banks, telemarketing and on-line marketing.

**SYNAPSE GROUP, Stamford, CT****1998 to 2008****Associate Director Operations, 2003 to 2008**

Redesigned/expanded existing forecasting and fulfillment processes to manage fast track launch of new product lines.

- Directed all facets of International Operations, generating over \$65 million in annual sales.
- Managed domestic and international purchasing, sourced product and directed all logistics.

**Senior Business Analyst, 1998 to 2003**

Played a distinct role as project manager/business analyst, leading major strategic projects from concept to production. Managed complex projects across all functional areas of company and gained stakeholder buy in as necessary.

- Generate a new method to work with major banking partners to address legislation that threatened Synapse's continuous service business model.

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**EDUCATION - PROFESSIONAL DEVELOPMENT**

Bachelor of Arts, American History, cum laude - Hunter College, New York, NY

IPS Core Training, Intentional Peer Support

PMP, Project Management Institute

Co-Chair of Educational Committee, Connecticut Green Build Council

Board Member, Rowayton Civic Association

**Melissa Callender**

**WORK EXPERIENCE**

**Director of Community Relations**

**Monadnock Peer Support - Keene, NH – November 2021 to Present**

Center tours, marketing and advertising including social media, newspaper ads, flyers and other local outreach, file maintenance/data entry, designing PDF's, maintaining the member list, call log, birthday calendar, sending out member birthday cards, management of on-site gym, teaching classes in gym on site, equipment tours in the gym, coordinating member appreciation days as well as public open houses, answering calls and making outreach calls, website development and management, coordinating charitable events, business networking, preparing meeting agendas and meeting minutes and training of programming staff as needed

**Club Manager**

**Option 1 Fitness - Keene, NH - January 2016 to Present**

Club tours, fitness assessments, marketing including social media, newspaper ads, radio ads (new), flyers and other local outreach, processing internal payroll, file maintenance/data entry, scheduling for staff, Preparing contracts for new members, reviewing contracts filled out by other employees, supervising a staff of 7, designing PDF's, running tanning bed, coordinating facility maintenance, collections for past due memberships and working with lawyer to collect when necessary, coordinating member appreciation nights as well as public open houses and health fairs, customer service calls and new member follow ups, website development and management, coordinating charitable donation events such as giving tree for MCVP, non-perishables for the Community Kitchen and raffles to raise funds for many local non-profits, office administration, business networking, preparing meeting agendas and meeting minutes

**Owner, Photographer**

**Melissa Callender Photography - Richmond, NH - June 2016 to Present**

Photographing weddings, maternity photos, milestone photos, engagement photos, family photos, real estate photos and much more! Editing using Photoshop. Marketing my business via social media marketing as well as designing and distributing print marketing materials. Website development and management.

**Banquet Manager / Office Administrator**

**The Marlborough House/Stark Production Group/Radial Park - Marlborough, NH – January 2020 to December 2020**

Facility tours, making sure events run smoothly and that guests and clients are well cared for and the event goes off without any issues, management of social media, website development and management, email and written correspondences, office administration, preparing and sending proposals to clients, editing menus and print materials, advertising, networking, attending bridal expos, running payments, mail sorting, scanning and sending to the accountant, booking talent and live events, managing the organization of the office, ordering supplies, close communication with owner and in general being his eyes and hands when he is not able to be on site. Opening online box office from the ground up, PR for events at Broadway at the Drive In

**Server, Bartender, Banquet Server and Restaurant Manager**  
Papagallos - Keene, NH - July 2010 to February 2016

Served guests, kept own bank, made cocktails, Made salads for banquets as well as plated desserts and appetizers, set up and lead banquets, side work, when I took over as the Restaurant Manager, I took over managing a staff of about 25, booked all banquets, prepared floor plans for banquets, prepared schedule for the Front of House as well as for the banquet staff, Hiring, Firing, social media promotion, file maintenance, end of shifts I had each employee closing out with me and made sure all numbers matched, and collected cash.

**Dining Room Supervisor/Banquet Coordinator**  
Pleasant View Retirement - Concord, NH - September 2007 to September 2009

Supervised a staff of 12, prepared the schedule, prepared spreadsheets to document residents' meals, scheduled, set up and ran banquets, corporate meetings and retirement community events, ordered office and party supplies, hiring and firing, implemented rules of conduct and defined worker expectations, designed print materials for marketing

**Education**

Keene State College, Certified Life Coach, 2021-present  
UNH, Manchester, Small Business Management, 2000-2002  
CPR/AED & First Aid, American Red Cross  
ACE Fitness Certified Personal Trainer  
ACE Fitness Certified Group Fitness Instructor  
ACE Fitness Certified Health Coach  
ACE Fitness Youth Fitness Specialist  
ACE Fitness Weight Management Specialist

## JUSTIN YATES CROCKETT

MONADNOCK PEER SUPPORT AGENCY  
32 Washington St Keene, NH

### Residential Coordinator

- Assist in peer support activities related to overnight guests, one to one peer support, and, when appropriate, engage in outreach
- Welcome visitors and guests in person or on the telephone
- Handle conflict, complaint, or incident using the principles of Intentional Peer Support
- Provide the supervisor with copies of any and all action taken relative to issues of conflict, complaint, or incident that occurs on shift
- Maintains safe and clean respite guest rooms during check out
- Ensure knowledge of guest movements in and out of organization
- Monitor guest access and maintain security awareness
- Provide general administrative and clerical support

STARBUCKS COFFEE  
474 Woodward Street Newton, Massachusetts

PHOENIX HOUSE  
Roxbury Street Keene, New Hampshire

### Certifications

CERTIFIED RECOVERY COACH (January 2016)  
CERTIFIED in CPR (August 2019)  
INTENTIONAL PEER SUPPORT  
WELLNESS RECOVERY ACTION PLAN FACILITATOR

### Education

COMMONWEALTH SCHOOL  
151 Commonwealth Avenue Boston, Massachusetts  
(INDEPENDENT SCHOOL Grades 9 through 12)  
HIGH SCHOOL DIPLOMA

UNIVERSITY OF VERMONT  
Burlington, VT  
ONE and a HALF YEARS COMPLETED



**JUDE GROPHEAR**



**WORK EXPERIENCE:**

**Group Facilitator and Trainer**

**Monadnock Peer Support, Keene, NH, 2021 to present**

- Facilitate weekly groups beyond Bi-Polar and Depression and Hearing Voices Network weekly groups
- Facilitate staff and community trainings on Intentional Peer Support, WRAP, and Hearing Voices Network

**Advanced Level WRAP (Wellness Recovery Action Plan) Facilitator, October 2016 to Present**

- Provides WRAP trainings through NH Peer Voice to employees of NH Peer Support Agencies and NH Community Mental Health Centers, including but not limited to WRAP Seminar I and WRAP Seminar II (Facilitator) Trainings
- Provides ongoing technical assistance to participants trained in WRAP/WRAP Facilitation

**Organizational Intentional Peer Support (IPS) Trainer**

**Monadnock Area Peer Support Agency (MPS), Keene, NH, August 2016 to July 2021**

- Provides IPS training to employees of MPS
- Provides IPS training through MPS to community members in the Monadnock Region and Southwest NH

**Program Director**

**Monadnock Peer Support, Keene, NH, November 2011 to present**

- Part of the Administrative Team providing logistical supervision and direction for Wellness Programs including administrative and operational support
- Utilizes organizational, logistical, and interpersonal skills to work effectively with diverse teams and actively engage with other team members, community partners, and external audiences.
- Actively supports recovery, promotes wellness, ensures sustainability in operational functions.
- Designs and implements innovative peer wellness programs to serve those in the greater Monadnock and Southwest NH community.
- Facilitates groups utilizing IPS, WRAP and Hearing Voices Network-USA peer support modalities

**Co-Director**

**Elm City Child Care Keene, NH, February 2011 to November 2011**

- Promoted from Lead Teacher to Director in February 2011.
- Acted as sole Director until Co-Director was hired in June 2011.
- Handled principle responsibilities for re-licensing with New Hampshire Child Care Licensing Unit through June 2011 (new license received June 2011).
- Supervised and supported 9 staff members, including Infant, Toddler and Preschool teams.

- Maintained interactive and collaborative relationships with families.

**EDUCATION:**

**Bachelor of Science in Early Childhood Education**

**Bachelor of Arts in English; Minor: French**

**Keene State College, Keene, NH, December 2005**

- International Exchange: Campus International, Tulon, France, Summer 2001

**CERTIFICATIONS:**

- CPR (2018-present) and Narcan (2017-present) certified
- Advanced Level WRAP (Wellness Recovery Action Plan) Facilitator, October 2016-Present
- Intentional Peer Support (IPS) Organizational Trainer, August 2016-Present
- Hearing Voices Network-USA Facilitator, April 2015-Present
- NH Teacher Certification in Early Childhood Education, 2005-Present

**COMMUNITY INVOLVEMENT:**

- Performer/Singer, Various Local Venues, 2004-Present
- Panelist, "The S Word" Screening and Panel with Lisa Klein, Film Director, 2019
- Presenter, Annual Peer Support Agency Conference, 2018
- Presenter, Alternatives Conference, 2018
- Presenter, World Hearing Voices Congress, 2017
- Presenter, Academic Excellence Conference at Keene State College, 2004, 2005
- Volunteer, Cohen Center for Holocaust Studies, Keene State College, 2003-2004

**MEMBERSHIPS, HONORS & AWARDS:**

- Recipient, NAMI (National Alliance on Mental Illness) NH Peer Support Award, 2018
- Recipient, Monadnock Area Peer Support Agency Great Commitment to IPS Award, 2016
- Recipient, New Hampshire Charitable Foundation Grant, 2016
- Recipient, Monadnock Area Peer Support Agency Excellence Award, 2013
- Member, National Association For the Education of Young Children, 2008-Present
- Member, *Sigma Tau Delta* (National English Honor Society) 2002-Present
- Member, National Society for Collegiate Scholars 2001-Present
- Recipient, New Hampshire Parent Teacher Association Scholarship December 2004
- Recipient, William D. Eppes Arts and Humanities Award Spring 2003
- Recipient, Charles Hilderbrant Holocaust Studies Award Spring 2003
- Recipient, Teacher Education Scholarship (KSC) 2003-2005

**ADDITIONAL SKILLS:**

- Knowledge of Microsoft Word, Excel, Publisher, PowerPoint, AppleWorks, iPhoto, iTunes
- Basic French

# ZACHARY LOPEZ

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## SUMMARY

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An ambitious and results-driven individual with strong academic credentials, double majored at Holyoke Community College in Forensic Science and Psychology, combined with "real world" experience and a diverse background of extracurricular activities and interests. Possesses strong leadership skills along with the ability to deal creatively and practically with a problem/issue and interact effectively with colleagues and clients. With 6+ years work experience with a strong ethic and proven ability to work in teams.

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## EDUCATION

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- Ware High School: High School Diploma, 2006
- Holyoke Community College: Double Associates, Forensic Science (2016) and Psychology (2017)
- Bay Path University: Bachelor's Degree, Forensic Psychology (2018)

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## SKILLS

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- Dependable/solid independent worker
- Excellent plan comprehension
- Troubleshooting
- customer service skills
- Good at following instructions
- Works well with other individuals/groups, team player
- Computer literate
- Good, Solid written/verbal communication skills
- Strong interpersonal skills
- Strong work m
- Good at establishing goals and setting priorities
- Manual labor skills

- Valid Driver's License

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## **AWARDS AND ACKNOWLEDGEMENTS**

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- National Defense Service Medal
- Global War on Terrorism Service Medal
- Iraq Campaign Medal w/ Campaign Star
- Army Service Ribbon
- Overseas Service Ribbon
- Armed Forces Reserve Medal w/ M Device
- Combat Action Badge
- Certificate of Completion, Founding Member of the RISE-UP Program
- Certificate of Attendance: Through Her Eyes Girls Conference

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## **EXPERIENCE**

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United States Army National Guard:

233 West Street, Ware MA, 01082 (413) 967-5020

Military Police: Specialist/E-4

April 07, 2007 to April 10, 2015

- Gunner/Driver
- Mounted and Dismounted Security
- Contraband Search of Rooms, Vehicles, and Individuals themselves
- Check Points
- Writing of Reports and Witness Statements
- Patrolling, on Base
- Radio Communications
- Weapon Training

Pride Stores:

445 Russel Street, Hadley, MA, 01035 (413) 253-7905

Lead Cashier

March 2012 to October 2013

- Counted and verified in-coming orders to ensure accuracy.
- Ensured customer satisfaction by providing the highest quality of products by ensuring all store items were properly dated and in-stock.
- Responsible for promoting safe and clean working environment.
- Unloaded incoming inventory and placed products onto shelves.
- Reviewed work orders and communicated with prior shift to assess work needs for the day.

Worked overtime, including evenings and weekends, to respond to emergencies and staffing issues.

Brattleboro Retreat:

1 Anna Marsh Lane, Brattleboro, VT 05301 (802) 257-7785

Group Facilitator and Mental Health Worker

- Facilitated groups of 1-18 adolescents.
- Groups consisted of Dialectical Behavioral Therapy skills, and fun activities.
- Interacted with children between ages 6-12, adolescents 12-18, and adults ranging from 35-55 who suffer from behavioral and mental disorders.
- Participated in holds, leader of holds, and deescalated crisis situations.
- Checked Pts' rooms for contraband
- Contraband Pts' clothing and other items brought in.
- Other duties including one to one observations, fifteen minute checks, and staffing groups.

Additional Experience:

- Security/Relief Personnel: Pack the Backpack for Back to School Event, August 26, 2017, Holyoke, MA.
- CHD Conference: Through Her Eyes Girls Conference, October 27, 2017, Springfield, MA.
- Founding Member of the RISE-UP Program: Resiliency, Integration, Self-Awareness, and Empowerment with Unlimited Possibilities, 11/14/17-12/05/17, Bay Path University, Longmeadow, MA.

# SHAWN MAGUIRE



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## EXPERIENCE

**MARCH 2022 - PRESENT**

**DIRECTOR OF PEER RELATIONS**

**MONADNOCK AREA PEER SUPPORT AGENCY, KEENE, NH**

- Maintain a schedule of programs including groups, special events, and social and recreational activities
- Maintain group guidelines and descriptions
- Coordinate monthly educational events on Rights Protection, Peer Advocacy, Recovery, Wellness Management, and Community Resources, as required by HeM 402.06
- Ensure continuous improvement in programming by regularly evaluating participation
- Create and distribute a feedback survey to gather member satisfaction and thoughts about programming
- Collaborate with the Director of Community relations to ensure all groups, events, and deadlines are marketed well and that the monthly newsletter and calendars are accurate
- Facilitate check-in, check-out, regularly assigned groups, and serve as alternate when a substitute is needed
- Plan and facilitate monthly community meeting
- Manage the Community Garden
- Create Group Facilitator schedules and oversee time tracking
- Oversee completion of facilitator logs
- Meet with, confer, and discuss performance evaluations with program staff
- Hold weekly program staff meetings
- Cultivate mutually supportive relationships and handle conflict, complaint, or incidents using the tasks and principles of Intentional Peer Support
- Periodically check in with members who are not in attendance at the center
- Assist in peer support activities related to guests and members and support them in achieving self-identified goals
- Engage in one-to-one peer support, and, when appropriate, engage in outreach and advocacy

**JULY 2021- MARCH 2022**

**CERTIFIED RECOVERY SUPPORT WORKER**

**MONADNOCK FAMILY SERVICES, KEENE, NH**

- Provided direct support services in the community to MSAS clients, with the intention of supporting the individual to achieve/maintain abstinence from substance use,
- Aided in stabilizing living/housing needs
- Provided necessary supports to prevent illness exacerbation
- Introduced clients to resources and provided technical assistance in applying for programs
- Assured safety and appropriate treatment for clients in the community

**SEPTEMBER 2020- JULY 2021**  
**RECOVERY SUPPORT SPECIALIST**  
**LIVE FREE RECOVERY SERVICES, LLC**

- Facilitated support groups
  - Supervised all operations of the house
  - Provided peer support to residents
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## **EDUCATION AND CERTIFICATION**

**NOVEMBER 2021**

**HEARTSAVER FIRST AID CPR AED PROGRAM**

American Heart Association card# 216017321184 expires 11/2023

**SEPTEMBER 2021**

**CERTIFIED RECOVERY SUPPORT WORKER, FRANKLIN PIERCE UNIVERSITY, RINDGE, NH**

CRSW license# 0372 expires 6/30/2023 listed with State of New Hampshire Board of Licensing for Alcohol and other Drug Use Professionals

**JUNE 2020**

**GED ISSUED BY OFFICIAL GED CENTERS OF THE GENERAL EDUCATION DEVELOPMENT TESTING SERVICE OF THE AMERICAN COUNCIL ON EDUCATION**

Second Start Concord, NH

**SEPTEMBER 2019**

**CERTIFICATE FOR HIV AND OTHER TRANSFERRABLE DISEASES FOR RECOVERY COACHES**

Presented by Reality Check and Harbor Homes in Rindge, NH

**AUGUST 2019**

**CERTIFICATE FOR CCAR RECOVERY COACH ACADEMY**

Presented by Reality Check in Rindge, NH

**JULY 2019**

**CERTIFICATE FOR SUICIDE PREVENTION FOR RECOVERY COACHES**

Presented by Reality Check in Rindge, NH

**JULY 2019**

**CERTIFICATE FOR MOTIVATIONAL INTERVIEWING**

Presented by Reality Check in Rindge, NH

## **SKILLS**

- Lived experience
- Group Facilitating
- Compassion
- Empathy
- Moving Towards

## **ACTIVITIES**

Greater Keene Homeless Coalition, former Board Member of Keene Serenity Center, Volunteerism with Community Partners.

## Karen Ricci (Carrien)

### EDUCATION

Bachelor of Arts in History (Specialization in American History) May 2017  
Minor in Writing GPA: 3.22  
Keene State College, Keene, NH

### EXPERIENCE

Director of Operations, Monadnock Area Peer Support Agency, Keene, NH 2019-Present

- Select candidates for Respite and Step-Up/Step-Down programs
- Set and monitor goals of Step-Up/Step-Down residents
- Maintain relationships with referral sources for Respite and Step-Up/Step-Down residents
- Establish and enforce residential rules and a chore schedule
- Assist in peer support activities related to guests and members; support residents in achieving self-identified goals
- Cultivate mutually supportive relationships and handle conflict, complaint, or incidents using the tasks and principles of Intentional Peer Support
- Manage Residential Staff, Floor Staff, and House Mom selection, scheduling, and performance management
- Delegate Community Kitchen runs and Maintenance of Marla's Cabinet
- Maintain and submit Statistics for the Bureau of Behavioral Health
- Approve Timesheets and Process Payroll
- Type and distribute All Staff meeting minutes

Program Assistant II, Brattleboro Retreat, Brattleboro, VT 2017-2019

- Organize and maintain patient charts and paperwork
- Facilitate communication between parents and their children as well as doctors and social workers
- Order, stock, and organize supplies to facilitate program development

Presentation Team Member, Target, Keene, NH May 2017-November 2017

- Set sections of the store for seasonal change, product placement, and new product both independently and as a team
- Aid guests by answering questions and pulling items while providing fast and friendly service
- cross train in cashiering and soft lines work centers

Mentor/Tutor, TRIO Upward Bound Program, Keene State College, Keene, NH



June-August 2017

- Tutor teenagers ages 15-18 in English-related material both in one-on-one and group meetings
- Support management in developing and implementing policies and procedures
- Designed programs and educational clubs for large and small groups of students

Tour Guide, Historical Society of Cheshire County, Keene, NH

June-August 2016

- Educated the public on early colonial tavern culture, and adjusted presentations based on the interests, size, and age of groups
- Transcribed and analyzed an 1800's account book into Microsoft Excel and Word
- Assisted in the measuring, photographing, and archiving of various objects for the collection of the Historical Society of Cheshire County
- Oversaw the monetary exchanges of the shop inside the museum as well as during other events

Student Technology Assistant, Office of Disability Services, Keene State College, Keene, NH

2014-2017

- Greet students at the front desk and assist with scheduling appointments and other student needs
- Train students in the use of assistive technology to facilitate their learning
- Write technical guides for utilizing advanced assistive technology programs such as ABBYY, Echo Livescribe Pen, Read and Write Gold

## SKILLS

- Proficient in assistive technology applications as well as Microsoft Word, Excel, and Power Point
- Strong writing, spelling, and editing skills
- Great attention to detail and organization
- Ability to multitask and operate in stressful conditions
- Excellent customer service skills
- Supervisory experience
- Conflict Resolution and Relationship Building skills

# LISA A. STEADMAN

[REDACTED]

[REDACTED]

## WORK EXPERIENCE

Monadnock Area Peer Support Agency; Keene, NH: *MPS is the Peer Support Agency serving individuals with mental health concerns in the Monadnock Region. [www.monadnockpsa.org](http://www.monadnockpsa.org)*  
Director of Agency Relations  
November 2021- Present

### RESPONSIBILITIES:

- Monitor agency compliance with all contractual obligations, city ordinances, pertinent Department of Health and Human Services rules, State RSAs, and Federal guidelines
- Facilitate DHHS QA audits and financial audits
- Identify funding sources, write grants and submit subsequent fulfillment documentation
- Enroll organization in corporate giving and discount programs
- Maintain proof of nonprofit status and submit eligibility with funders and suppliers
- Manage agency insurance and benefits contracts
- Maintain keys and key receipts
- Maintain petty cash and petty cash log
- Record Annual Budget and subsequent line-item transfers as directed by Executive Director
- Monitor monthly budget and alert Executive Director when lines differ significantly from plan
- Ensure that transactions are recorded appropriately in budget lines
- Maintain and ensure adherence to the organization's Accounting Policies and Procedures Manual
- New-hire onboarding organization-wide including setting up defensive driving courses and collecting information for submission of I-9 and background checks
- Maintain job descriptions and Organizational Chart
- Maintain the Employee Handbook and Bylaws
- Develop and propose policies and procedures that increase organizational efficiency
- Negotiate contracts with vendors including, but not limited to utilities, office machines, cleaning services, telecommunications, building maintenance, office supplies, software and hardware
- Assist colleagues with technology issues
- Act as Technical Admin for Google Workspace and Office 365
- Order office supplies, maintenance supplies, and office technologies
- Act as an advocate and legislative liaison for issues relevant to MPS, as defined by the membership
- Collaborate with government bodies, PSAs, peers, and representatives of the non-profit agencies to advocate for policies that address the issues of MPS constituents

Kapiloff Insurance Agency; Keene, NH: *Kapiloff is a provider of personal and commercial insurances and financial products. [www.kapiloff.com](http://www.kapiloff.com)*  
Independent Contractor P&C Sales  
December 2022- Present

### RESPONSIBILITIES:

- Market Kapiloff products (personal and commercial insurances) to individuals in the states of NH, VT, and NH
- Recommend coverage, quote and bind insurance policies
- Provide support to insurance customers requesting policy changes and billing assistance
- Maintain Licensure

Talon RS, LLC; Marlborough, NH/ AD Jennings Insurance; Winchester, NH: *Talon Financial Group purchased the Archie D Jennings Insurance Agency in 2021. Archie Jennings is a provider of personal and small business insurances. <http://www.talons.com/>*  
Managing Producer  
February 2020- November 2022

### RESPONSIBILITIES:

- Market AD Jennings Insurance products (personal and commercial insurances) to individuals in the states of NH, VT, and NH
- Recommend coverage, quote and bind insurance policies
- Provide support to insurance customers requesting policy changes and billing assistance
- Implement a new quoting platform and CRM
- Maintain Licensure

ACCOMPLISHMENTS:

- Generated 300 policies and \$290,000 in direct written premium in 22 months
- Top producer in the agency
- Move the agency toward a paperless model
- Expanded Jennings insurance carrier panel
- Recipient of Reader's Choice Awards in 2020 and 2021

**Liberty Mutual Insurance; Keene, NH;** *Liberty Mutual is an international insurance carrier; <https://www.libertymutual.com/>*

Sales Representative

May 2009- February 2020

RESPONSIBILITIES:

- Market Liberty Mutual Insurance products to individuals in the states of NH and VT
- Recommend coverage, quote and bind insurance policies
- Provide support to insurance customers requesting policy changes and billing assistance
- Maintain Licensure
- Train incoming staff
- Develop relationships with local employers and offer insurance discount benefits to their employees
- Teach insurance basics at driver education classes

ACCOMPLISHMENTS:

- Maintained a production rate of approximately 4.5 policies per week in personal lines and life
- Trained over a dozen new representatives
- Recipient of Reader's Choice Awards in 2015, 2016, 2017, 2018, 2019
- Won several production awards
- Managed over a dozen group accounts consisting of local employers and alumni organizations

**MEI Search Consultants, an MRI Network Affiliate Office; Keene, NH:** *MEI Search Consultants is an executive search firm placing professionals in the industrial manufacturing, heavy equipment manufacturing, powered equipment, heavy truck, appliance, and consumer durables industries. [www.meisearch.net/about/carpenter.htm](http://www.meisearch.net/about/carpenter.htm)*

Senior Account Executive/ Team Lead for Supply Chain Recruiting

March 2004- December 2008

RESPONSIBILITIES:

- Market MEI services to identified target businesses in specific industry cones with the goal of generating maximum placement revenue. This required many on-site client visits across the country
- Identify and cultivate new clients, most of which are in the Fortune 500, and maintain collaborative relationships in order to earn their repeat business
- Negotiate terms of business and legal contracts with individual clients
- Apply superior customer service skills in support of up to 20 active clients and/or job orders simultaneously by fulfilling hiring needs, assisting in creation of job descriptions, and making recommendations for improvements to work methods or procedures where appropriate
- Create and lead the Supply chain recruiting practice placing sourcing, materials, and logistics personnel by performing strategic planning and research for each search assignment
- Track and prioritize job openings in order to plan recruiting time with maximum impact and efficiently assign and prioritize research and data input activities for support staff
- Select and manage Project Coordinator employed to support recruiting tasks while I focus on marketing MEI services, arranging interviews, progressing candidates, and closing by leading candidates and hiring authorities through the placement process up to and including management of compensation negotiation
- Build professional networks and relationships and interact at Executive, Director, and Management levels of major corporations in the fields of client's market focus
- Identify, interview, qualify, and present candidates according to position specifications for searches on retained, engaged exclusive and contingency basis
- Arrange interview times, provide information about facilities, arrange for transportation or accommodations and gather pertinent feedback following employment interviews
- Read industry publications and attend trade shows or training seminars as necessary, about once per quarter. Also responsible for compiling industry and trade news and sharing such with all other employees
- Other duties include utilizing investigative techniques in locating identified hard-to-find contacts as potential candidates or hiring authorities; publicizing job openings via internet postings, networking, and cold recruiting; overseeing candidate relocation via cost of living studies, school reports, and community living information when necessary; explaining rules, policies or regulations to interviewees; performing reference and background checks; learning and applying Government labor or employment regulations

ACCOMPLISHMENTS:

- Widely recognized as the top US recruiter for mid-level Supply Chain professionals in the equipment manufacturing industry
- Generated revenue of over 1 Million with an average placement fee of \$18,000
- Responsible for over half of all MEI placements since its inception in 2000, with 63 placements in mid- to upper-level alignment in organizations by averaging over one placement per month throughout 57 month tenure with MEI Search Consultants
- Top revenue generator for three years in a row
- Cultivated, from the ground up, several repeat-business key accounts that brought MEI significant revenue. Top 5 accounts earning 116k over 7 placements, 102k over 9 placements, \$89k over 4 placements, \$84.5k over 5 placements, and \$75k revenue over 5 placements. Also billed over \$190,000 with a single key client already in existence in a two year span
- Recipient of 2006 and 2007 Pacesetter Award trips to Hawaii and Riviera Maya. Pacesetter is an honor reserved for the top 3-5% of 5000+ MRI Network recruiters in over 1000 offices worldwide
- Achieved rank of #2 in Monthly Cash In or Billings in the nation among MRI Network recruiters monthly rankings twice; ranked within top ten multiple times
- Recommended as featured speaker for APEX, which is a training forum for recruiters nationwide. Also one of two protégées chosen in 1<sup>st</sup> year of tenure to study under top billers in the MRI Network system
- Over 500 LinkedIn (professional networking system) connections to solid networking partners with whom I have had live (email/phone) communications
- Recommended for CSAM training to become a Certified Senior Account Manager
- Demonstrated significant dedication to my employer by achieving longest tenure for any MEI employee in its history; developing tracking and commission verification procedures that are utilized by all of MEI; training other Account Executives to bring significant additional revenue to MEI; and investing substantial energy in successfully transitioning my complex workload upon separation

**JPMorgan Chase & Co., Wilmington, DE: JPMorgan [www.jpmorganchase.com/](http://www.jpmorganchase.com/)**

Operations Analyst Senior (November 2001-March 2004); Bank One Card Services Cross Sell Marketing Department

May 2001- March 2004

- Provide operational support and input in support of new and existing value-added third-party product lines
- Develop and maintain New Partner Integration procedures that introduce vendors to all operational aspects of marketing with Bank One: meeting vendor security guidelines; processing leads; billing via direct bill or Paymentech; encryption and related privacy regulations; and processing of cardmember enrollment, cancellation and refund requests
- Lead weekly conference calls to manage operational relationships with external vendors to including Life, Health, AD&D, and Pet Insurance Providers, Merchandise and Club Membership service providers, and payment processor, Paymentech of Salem, NH
- Draft detailed statements of business need, concept documents, process flows, stakeholder impact documentation, Business Requirements, and high-level project plans for Cross Sell Marketing initiatives including three \$3MM+ 5-yr NPV vendor support projects (Validation System, Chargeback reduction, creation of Commission Verification process via card member enrollment data)
- Process engineer and process owner accountable for retaining Cross Sell Marketing's \$100MM annual PTP by preventing product enrollee attrition by supervising and prioritizing implementation of scheduled technical upgrade releases for billing applications
- Develop and maintain weekly reports outlining key indicators for all aspects of Cross Sell Marketing performance for management and executive review
- Cross Sell Marketing Liaison for internal teams: Marketing Product Managers, Settlement, Marketing IS, List Management, Internal Audit, File Transfer Support. Also liaison for core processor conversion from First Data Corp. (FDR) to Total Systems (TSYS)

Production Coordinator; Bank One Card Services Graphics Production Services Department (May 2001-November 2001 via Randstad)

- Oversaw tracking and routing of direct mail articles or 'cells' through Graphic Production Services
- Managed production of Cardmember Agreements
- Cooperated with other teams to improve workflow procedures and design efficient procedures
- Interacted with print vendors: collected documents such as 3602's, created Mail Verification Reports, tracked purchase orders, and proofed bluelines and laser customization of direct mail cells

**AIG- American International Group; Chadds Ford, PA [www.aigcorporate.com/corpsite/](http://www.aigcorporate.com/corpsite/)**

Human Resources Assistant

January 2001-May 2001

- Participated in job fairs and interview scheduling
- Developed strategy for promoting job openings and stimulating candidate interest
- Maintained applicant database and confidential employee files
- Administered typing tests
- Prepared new hire packets, offer letters, and decline letters
- Monitored completion of employee on-boarding documentation such as I-9 and W-4, Direct Deposit, Code of Conduct, Non-Compete, Confidentiality Agreements, and Benefits Enrollment

**Betterment Organization of Mansfield (B.O.O.M.), Mansfield Chamber of Commerce; Mansfield, PA [www.mansfield.org/about.php](http://www.mansfield.org/about.php)**

Internship- Liaison to the Student Body

August 2000-December 2000

Faculty Supervisor: Abe Ghodes, Marketing Professor

B.O.O.M. Supervisor: Thomas Freeman, Chairman, Betterment Organization of Mansfield

- Developed, oversaw, and analyzed surveys gauging college community opinion on availability of services in the Mansfield area

- Collected data on appeal of the community to new businesses and capacity for new commerce in the area
- Prepared a detailed portfolio of all findings and presented, with recommendations on a future course of action, to University officials and B.O.O.M. Board of Directors. Published all findings at the Chamber of Commerce

## ADDITIONAL EXPERIENCE

- **Cable Connections of VT-** Fiber-Optic Install Scheduler: Winter 2008-Spring 2009
- **Monadnock Speedway-** Handicapper: summers 2006 and 2007 [www.monadnockspeedway.com](http://www.monadnockspeedway.com)
- **Brookville Wood Products** Brookville, PA- Develop marketing plan for BWP Bats product line: 2002 [www.bwpbats.com](http://www.bwpbats.com)
- **Independent Coffee Sales-** Stimulate demand for Juan Ana Café de Guatemala: 2000-2001 [www.juananacoffee.com](http://www.juananacoffee.com)
- **Maya Indians, Guatemala** – Two month term of Volunteer Service: Summer 2000 [www.sanlucasmission.com/proyectos%20todos.asp](http://www.sanlucasmission.com/proyectos%20todos.asp)
- **Rod C. Kelchner Physical Fitness Center-** Building Staff: 1/2000-6/2000 and 8/2000-12/2000
- **Camp Susque-** counselor, head cook, support staff, instructor for drama/pottery/rocketry/swimming: 6/1999- 12/2000
- **Mansfield University Provost's Office-** Work-Study Assistant to the Provost 8/1998- 12/2000
- **Northlake Surgical Center-** Administrative Assistant: Summer 1998 (also exposed to CPT and ICD9 coding)

## EDUCATION

### **Mansfield University of Pennsylvania; Mansfield, PA**

*Bachelor of Science in Business Administration; Concentrations in Marketing, International Business, Management*  
August 1997- December 2000

GPA: 3.66/4.0 Magna Cum Laude

#### HONORS/ACHIEVEMENTS:

- GPA: 3.66/4.0 Magna Cum Laude; Achieved 4.0 Fall 1999, Spring 2000, Fall 2000
- Triple-concentration degree in seven semesters
- Graduated in the Honors Program by completing required honors-level coursework
- Hartly B. Dean, and Dr. Stuart M. Davis Scholarship recipient
- Funded education by working up three part-time positions simultaneously (Recreation Center, Work Study and Camp Staff)

## TRAINING AND LICENSURE

- **Property & Casualty, Life, Accident or Health & Sickness** Licensed in NH, VT, and MA in NPN: 14006507
- **The Academy for Good Governance** NH Municipal Association; October 2020 graduate
- **Grant Writing Program** River Valley Community College; October 2020 graduate
- **Policy Partners for Developmental Disabilities System Advocacy** Community Crossroads; March 2018 graduate
- **PIC Volunteer Advocate for Special Education** 2016 graduate
- **NH Leadership Series Mentee** NH Institute on Disability/UCED September 2016- May 2017
- **NH Leadership Series** NH Institute on Disability/UCED May 2016 graduate
- **Advanced Sales Negotiations**, Acclivus Training; Boston, MA 6/2005 three-day workshop
- **Negotiations for the Purchasing Professional**, Moshe Cohen of The Negotiating Table; Manchester, NH 11/2008
- **Institute for Supply Management (I.S.M.)** Member; NAPM NH Chapter; 2005-2009

## VOLUNTEERING AND BOARD MEMBERSHIP

- **Town of Troy Broadband Committee Chair** October 2020-Present
- **Monadnock Family Council Member (Currently Chairperson)** December 2015-Present
- **NH Down Syndrome Association Education Committee** November 2011-January 2015
- **Rise for Baby and Family Board of Directors (Currently Board President)** October 2014-Present
- **Greater Monadnock Society for Human Resource Managers Membership Committee** 2014-2017
- **Monadnock Regional School District; Elected School Board (Chair 2017-2020, presently vice-chair)** September 2009-Present
- **Samuel E Paul Recreation Center Committee Co-Chair** 2009-2011
- **Troy Recreation Committee Chair** 2009-2012
- **Troy/Fitzwilliam Recreation League Soccer Coach** 2006-2008, Program Administrator 2008
- **Betterment Organization of Mansfield, PA** Board of Directors: 1998-2001
- **Mansfield University Student Government Association** Vice-president, Treasurer, Senator; also P.R. and Elections committees chair 1997-2000 and 1999-2000 respectively
- **College Community Services, Inc.** Board of Directors 1997-2000
- **Mansfield University Committee on Finance** Board Member 1997-1999

## SKILLS

- Edward de Bono's Six Thinking Hats Trainer
- Intermediate Conversational Spanish Language

- Expert User of Microsoft Word, Excel, Access, PowerPoint, Outlook, Visio, Project, Adobe Acrobat and Photoshop

#### **INTERESTS**

- Disabilities Rights and Special Education
- Well-traveled with visits to over 20 countries in Europe, Asia, and Central America. Valid US Passport holder
- Intermediate MMA (Brazilian Jiu-Jitsu and Kickboxing) Student
- Certified SCUBA diver

**CONTRACTOR NAME**Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Andy Allen	Residential Team Leader	21250
Christine Allen	Executive Director	38000
Kurt Anderson	Group Facilitator	13260
Melissa Callender	Director of Community Relations	25000
Justin Crockett	Residential Coordinator	9880
Jude Grophear	Group Facilitator	3120
Zachary Lopez	Residential Coordinator	9880
Shawn Maguire	Director of Peer Relations	20800
Karen Ricci	Director of Operations	25000
Lisa Steadman	Director of Agency Relations	25000

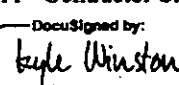
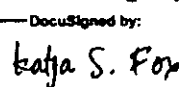
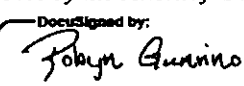
Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-06) <sup>1</sup>

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name On the Road to Recovery, Inc. dba On the Road to Wellness		1.4 Contractor Address 377 S Willow St Suite B2-4 Manchester, NH 03103	
1.5 Contractor Phone Number (603) 623-4523	1.6 Account Number 010-092-4117-102-0731JN 92204117; 010-092-4118- 102-0731JN 92204118; 010- 092-4120-074-589JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$1,193,564
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/10/2022		1.12 Name and Title of Contractor Signatory Kyle Winston Board president	
1.13 State Agency Signature DocuSigned by:  Date: 6/10/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/13/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.


6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials   
Date 6/10/2022

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials   KW    
Date 6/10/2022

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.

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Peer Support Agencies**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.
- 1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Regions 7 and 10.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.
- 1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:
  - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
  - 1.6.2. May include individuals who are homeless.
- 1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.8. Peer Support Services:
  - 1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:
    - 1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:
      - 1.8.1.1.1. Intentional Peer Support (IPS).

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- 1.8.1.1.2. Wellness Recovery Action Planning.
- 1.8.1.1.3. Whole Health Management.
- 1.8.1.1.4. Setting boundaries.
- 1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.
- 1.8.1.1.6. Wellness.
- 1.8.1.1.7. Stress management.
- 1.8.1.1.8. Addressing trauma.
- 1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 1.8.1.2.1. Smoking cessation.
  - 1.8.1.2.2. Weight loss.
  - 1.8.1.2.3. Nutrition and Cooking.
  - 1.8.1.2.4. Physical exercise.
  - 1.8.1.2.5. Mindfulness activities including, but not limited to:
    - 1.8.1.2.5.1. Yoga.
    - 1.8.1.2.5.2. Meditation.
    - 1.8.1.2.5.3. Journaling.
- 1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
  - 1.8.1.3.1. Arts and crafts.
  - 1.8.1.3.2. Music expression.
  - 1.8.1.3.3. Creative writing.
  - 1.8.1.3.4. Cooking.
  - 1.8.1.3.5. Sewing.
  - 1.8.1.3.6. Gardening.
  - 1.8.1.3.7. Movies.
- 1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include but are not limited to:

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- 1.8.1.4.1. Online blogs or articles that relate to mental health.
- 1.8.1.4.2. Obtaining employment.
- 1.8.1.4.3. Budgeting.
- 1.8.1.4.4. Decision-making.
- 1.8.1.4.5. Self-advocacy.
- 1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:
  - 1.8.2.1. Visiting a natural setting.
  - 1.8.2.2. Volunteering opportunities.
  - 1.8.2.3. Visiting a museum.
  - 1.8.2.4. Visiting a local historical site.
  - 1.8.2.5. Visiting local farms or gardens.
- 1.8.3. The Contractor shall ensure PSA's are:
  - 1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
  - 1.8.3.2. At a physical location and/or building that is:
    - 1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and
    - 1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.
- 1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:
  - 1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
  - 1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.
- 1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

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and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

- 1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;
  - 1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;
  - 1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;
  - 1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;
  - 1.8.5.5. Encourages informed decision-making about all aspects of people's lives;
  - 1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - 1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and
  - 1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.
- 1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:
- 1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;
  - 1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and
  - 1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:
    - 1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

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- 1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;
  - 1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;
  - 1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and
  - 1.8.6.3.5. May include outreach calls.
- 1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:
- 1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;
  - 1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;
  - 1.8.7.3. Include member articles and contributions; and
  - 1.8.7.4. Include other relevant topics that might be of interest to members and participants.
- 1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:
- 1.8.8.1. Rights Protection.
  - 1.8.8.2. Peer Advocacy.
  - 1.8.8.3. Recovery.
  - 1.8.8.4. Employment.
  - 1.8.8.5. Wellness Management.
  - 1.8.8.6. Community Resources.
- 1.8.9. The Contractor shall provide individual peer support services to ensure individuals:
- 1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

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- 1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and
- 1.8.9.3. Can self-advocate.
- 1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:
  - 1.8.10.1. Information relative to obtaining and maintaining competitive employment.
  - 1.8.10.2. Referrals to community mental health center employment programs.
  - 1.8.10.3. Employment-related activities that include, but are not limited to:
    - 1.8.10.3.1. Resume writing.
    - 1.8.10.3.2. Interviewing techniques.
    - 1.8.10.3.3. Completing employment applications.
- 1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:
  - 1.8.11.1. Stigma of mental illness, wellness and recovery;
  - 1.8.11.2. Peer support and wellness services; and
  - 1.8.11.3. The peer support community.
- 1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:
  - 1.8.12.1. Preparing for appointments.
  - 1.8.12.2. Taking notes.
  - 1.8.12.3. Utilizing the physician's desk reference book as a resource.
- 1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.
- 1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:
  - 1.8.14.1. Transport members, participants, and guests <sup>in</sup> a Contractor-owned or leased vehicle, to and from their



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homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

- 1.8.14.1.1. Peer support services.
- 1.8.14.1.2. Wellness and recovery activities.
- 1.8.14.1.3. Annual conferences.
- 1.8.14.1.4. Regional meetings.
- 1.8.14.1.5. Council meetings.
- 1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:
  - 1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.
  - 1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.
  - 1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.
- 1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.
- 1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.
- 1.8.14.5. Acknowledge funding from the Department to support transportation costs:
  - 1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.
  - 1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

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- 1.8.15. The Contractor shall request individuals complete a membership application to join and support the activities and mission of the PSA.
- 1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:
  - 1.8.16.1. The minimum engagement policy.
  - 1.8.16.2. Suspension of membership policy.
  - 1.8.16.3. Membership rules.
  - 1.8.16.4. Attestation that the consumer supports the mission of the PSA.
- 1.8.17. The Contractor shall provide services to:
  - 1.8.17.1. Both members and non-members.
  - 1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.
- 1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
  - 1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
  - 1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
    - 1.8.19.1.1. Individuals name.
    - 1.8.19.1.2. Date of written grievance.
    - 1.8.19.1.3. Nature and subject of the grievance.
    - 1.8.19.1.4. A method to submit an anonymous grievance.
  - 1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
  - 1.8.19.3. A method to track grievances.
  - 1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.



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- 1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.
- 1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.
- 1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.
- 1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.
- 1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.
- 1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:
  - 1.8.25.1. Mental health service providers.
  - 1.8.25.2. Area homeless shelters.
  - 1.8.25.3. Community action programs.
  - 1.8.25.4. Housing agencies.
- 1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.
- 1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:
  - 1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

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- 1.8.27.2. Any review may result in a report and potential corrective action plan.
- 1.8.28. The Contractor shall participate in quality assurance reviews as follows:
  - 1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.
  - 1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:
    - 1.8.28.2.1. Data.
    - 1.8.28.2.2. Financial records.
    - 1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.5. Scheduled phone access to Contractor principals and staff.
- 1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
  - 1.8.29.1. Participating in bi-annual quality improvement review.
  - 1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
  - 1.8.29.4. Reviewing personnel files for completeness.
  - 1.8.29.5. Reviewing the grievance process.
- 1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.
- 1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.
- 1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

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- 1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
  - 1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.
  - 1.8.33.3. Annual wellness training is available to staff.
  - 1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.
  - 1.8.33.5. All personnel and training records are current and available to the Department, as requested.
- 1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
- 1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:
- 1.8.35.1. The individual's name is on the BEAS State Registry;
  - 1.8.35.2. The individual has a criminal record of a felony conviction; or
  - 1.8.35.3. The individual has a record of any misdemeanor conviction involving:
    - 1.8.35.3.1. Physical or sexual assault;
    - 1.8.35.3.2. Violence;
    - 1.8.35.3.3. Exploitation;
    - 1.8.35.3.4. Child pornography;
    - 1.8.35.3.5. Threatening or reckless conduct;
    - 1.8.35.3.6. Theft;
    - 1.8.35.3.7. Driving under the influence of drugs or alcohol;

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- 1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
- 1.11.1. Personnel records.
  - 1.11.2. Financial records.
  - 1.11.3. Program data files.
- 1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.
- 1.13. Reporting
- 1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
    - 1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.
    - 1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.
    - 1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:
      - 1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.
      - 1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
    - 1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

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- 1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
- 1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
- 1.13.1.7. Quarterly revenue and expenses by cost, category and locations.
- 1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.
- 1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.
- 1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
  - 1.13.3.1. Community outreach activities as outlined in the Statement of Work.
  - 1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.
  - 1.13.3.4. Statistical data including, but not limited to:
    - 1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.
    - 1.13.3.4.2. Program utilization data.
    - 1.13.3.4.3. Number of telephone peer support outreach contacts.
    - 1.13.3.4.4. Number and description of outreach activities.
    - 1.13.3.4.5. Number and description of educational events provided on-site and in the community.

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[Signature]

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- 1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.
- 1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:
  - 1.13.3.6.1. Executive Director's report.
  - 1.13.3.6.2. Board of Directors roster.
- 1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:
  - 1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.
  - 1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.
  - 1.13.4.3. The contract shall provide the following reports as determined by the department:
    - 1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.
- 1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.
- 1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.
- 1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.
- 1.14. Performance Measures
  - 1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.
  - 1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
  - 1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic,

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

performance, and service data.

- 1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**3.3. Credits and Copyright Ownership**

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement: The preparation of this (report, document etc.) was financed under an

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.3.3.1. Brochures.
  - 3.3.3.2. Resource directories.
  - 3.3.3.3. Protocols or guidelines.
  - 3.3.3.4. Posters.
  - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

- 3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**4. Records**

- 4.1. The Contractor shall keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

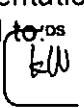
4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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New Hampshire Department of Health and Human Services  
Peer Support Agencies

**EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
  - 1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
  - 1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
  - 3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
  - 3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to <sup>to: DS</sup> 

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. 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.
8. Audits
  - 8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.
  - 8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) 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.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

9. Property Standards

RFA-2023-BMHS-01-PEERS-06

On the Road to Recovery, Inc.  
dba On the Road to Wellness

C-2.0

Page 2 of 6

Contractor Initials

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Date 6/10/2022

New Hampshire Department of Health and Human Services  
Peer Support Agencies

EXHIBIT C

9.1. Insurance coverage.

9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell

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New Hampshire Department of Health and Human Services  
Peer Support Agencies

EXHIBIT C

property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

- 9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

- 9.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

- 9.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

- 9.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

- 9.3.2.2. Not encumber the property without approval of the State.

- 9.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

- 9.3.3. Use.

- 9.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

- 9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

9.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

9.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

9.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

9.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

9.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

9.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.

9.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

9.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

**10. Property Trust Relationship and Liens**

10.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

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**New Hampshire Department of Health and Human Services  
Exhibit D**



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services  
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name: On The Road to wellness

6/10/2022

Date

DocuSigned by:

*Kyle Winston*

Name: KYLE WINSTON

Title: Board president

Vendor Initials

DS  
*KW*

Date 6/10/2022



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: On The Road to Wellness

6/10/2022

Date

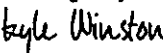
DocuSigned by:  
  
 Name: Kyle Winston  
 Title: Board president

Exhibit E - Certification Regarding Lobbying

Vendor Initials

DS  
KW

Date 6/10/2022



New Hampshire Department of Health and Human Services  
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and DS  
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New Hampshire Department of Health and Human Services  
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: On The Road to wellness

6/10/2022

Date

DocuSigned by:
kyte Winston
Name: kyte Winston
Title: Board president

DS
KW



New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

DS  
KW

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: On The Road to wellness

6/10/2022

Date

DocuSigned by:  
*Kyle Winston*  
Name: Kyle Winston  
Title: Board president

Exhibit G

Contractor Initials

DS  
*KW*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: On The Road to wellness

6/10/2022

Date

DocuSigned by:  
*Kyle Winston*  
Name: Kyle Winston  
Title: Board president



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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Contractor Initials         

Date 6/10/2022



New Hampshire Department of Health and Human Services

Exhibit I

- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall not disclose the PHI.

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Contractor Initials                     

Date 6/10/2022



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Contractor Initials                     

Date 6/10/2022



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials                     

Date 6/10/2022



## New Hampshire Department of Health and Human Services

## Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. KW

3/2014

Contractor Initials         Date 6/10/2022





New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

On The Road to wellness

The State

Name of the Contractor

Katja S. Fox

Kyle Winston

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Kyle Winston

Name of Authorized Representative  
Director

Name of Authorized Representative

Title of Authorized Representative

Board president

Title of Authorized Representative

6/10/2022

6/10/2022

Date

Date

DS  
KW

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

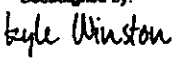
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: On The Road to Wellness

6/10/2022

Date

DocuSigned by:  
  
 Name: Kyle Winston  
 Title: Board president

DS  


Contractor Initials  
 Date 6/10/2022



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: U45GRXG3VNZ5
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

         NO           YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

         NO           YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>        </u>	Amount: <u>        </u>
David Blacksmith	\$60,000
Name: <u>        </u>	Amount: <u>        </u>
Name: <u>        </u>	Amount: <u>        </u>
Name: <u>        </u>	Amount: <u>        </u>
Name: <u>        </u>	Amount: <u>        </u>

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee; business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing; cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

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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

# State of New Hampshire

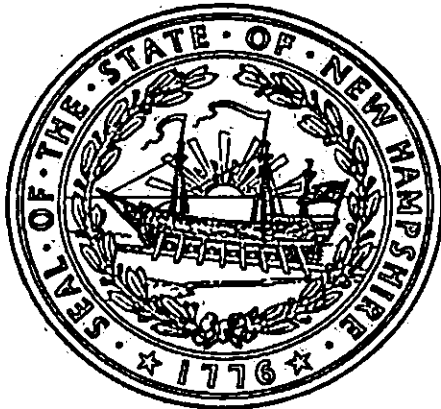
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ON THE ROAD TO RECOVERY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 16, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 136413

Certificate Number: 0005752229



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

# State of New Hampshire

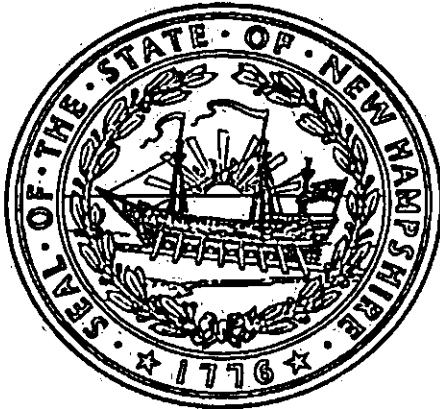
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ON THE ROAD TO WELLNESS is a New Hampshire Trade Name registered to transact business in New Hampshire on April 08, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 868232

Certificate Number: 0005752240



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", written over a faint circular stamp.

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Kathleen Abate, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of On the Road to Recovery, Inc (dba On the Road to Wellness).  
(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 April 20, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

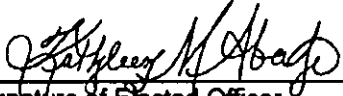
VOTED: That Kyle Winston, Board Chair \_\_\_\_\_ (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of On the Road to Recovery to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: June 1, 2022

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Kathleen Abate  
Title: Secretary/Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/13/2022

**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).**

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gofford NH 03247-7425	<b>CONTACT NAME</b> Eleanor Spinazzola <b>PHONE (A/C, No, Ext)</b> (803) 293-2791 <b>FAX (A/C, No)</b> (803) 293-7188 <b>E-MAIL ADDRESS</b> Eleanorspinazzola@esinsurance.net <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A Philadelphia Insurance Co</td> <td style="width: 50%;"></td> <td></td> </tr> <tr> <td>INSURER B FirstComp</td> <td></td> <td style="text-align: center;">27828</td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A Philadelphia Insurance Co			INSURER B FirstComp		27828	INSURER C			INSURER D			INSURER E			INSURER F		
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INSURER C																						
INSURER D																						
INSURER E																						
INSURER F																						
<b>INSURED</b> On The Road To Recovery, Inc., DBA: On The Road To Wellness 373 South Willow Street D1-1 Box 318 Manchester NH 03103																						

**COVERAGES**                      **CERTIFICATE NUMBER: 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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	PHPK2287248	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000																
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2287255	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Terrorism Coverage \$																
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB785808	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000																
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0195885-04	03/19/2022	03/19/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 70%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 100,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 100,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </table>		PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 100,000		E.L. DISEASE - EA EMPLOYEE		\$ 100,000		E.L. DISEASE - POLICY LIMIT		\$ 500,000
	PER STATUTE	OTH-ER																					
	E.L. EACH ACCIDENT		\$ 100,000																				
	E.L. DISEASE - EA EMPLOYEE		\$ 100,000																				
	E.L. DISEASE - POLICY LIMIT		\$ 500,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured (CGL) as required by signed contract with the named insured.

**CERTIFICATE HOLDER**

**CANCELLATION**

DHHS  128 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# On the Road to Wellness

An Adult Education and Mental Wellness Center

On the Road to Recovery  
(dba On the Road to Wellness)

## **Mission Statement**

On the Road to Wellness is a Not-for-Profit Consumer-Driven Community of Peers Dedicated to Educate, Advocate, and Empower our Members to Manage and Maintain their Mental Health and Wellness.

ON THE ROAD TO RECOVERY, INC  
FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION  
Years Ended June 30, 2021 and 2020

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**ROWLEY & ASSOCIATES, P.C.**

**CERTIFIED PUBLIC ACCOUNTANTS**

46 N. STATE STREET  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

**INDEPENDENT AUDITORS' REPORT**

To the Board of Trustees  
On The Road to Recovery, Inc.  
Manchester, New Hampshire

**Opinion**

We have audited the accompanying financial statements of On The Road to Recovery, Inc. (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2021 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of On The Road to Recovery, Inc. as of June 30, 2021 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of On The Road to Recovery, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

Exercise professional judgement and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of On The Road to Recovery, Inc.'s internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about On The Road to Recovery, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

**Report on Summarized Comparative Information**

We have previously audited On The Road to Recovery, Inc.'s 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 25, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 14 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Rowley & Associates, PC*

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Rowley & Associates, P.C.  
Concord, New Hampshire  
October 26, 2021

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2021 AND 2020**  
**See Independent Auditors' Report**

ASSETS	<u>2021</u>	<u>2020</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents		
Operating	\$ 88,849	\$ -
BMHS refundable	24,315	9,981
Total cash and cash equivalents	<u>113,164</u>	<u>9,981</u>
Accounts receivable	51,641	71,796
Prepaid expenses	16,135	11,130
Total Current Assets	<u>180,940</u>	<u>92,907</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>		
Leasehold improvements	57,154	57,154
Vehicles	66,095	66,095
Equipment & furniture	42,292	42,292
	<u>165,541</u>	<u>165,541</u>
Less accumulated depreciation	(121,673)	(109,277)
	<u>43,868</u>	<u>56,264</u>
<b>OTHER ASSETS</b>		
Investments	1,427	1,427
Deposits	10,175	6,675
	<u>11,602</u>	<u>8,102</u>
Total Assets	<u>236,410</u>	<u>157,273</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	7,557	19,968
Accrued expenses	5,779	7,237
Deferred revenue	43,084	-
Total Current Liabilities	<u>56,420</u>	<u>51,520</u>
<b>LONG-TERM LIABILITIES</b>		
Refundable Advance, SUSD funds	66,412	-
Refundable Advance, BMHS funds	24,315	24,315
Total Long-Term Liabilities	<u>90,727</u>	<u>24,315</u>
<b>NET ASSETS</b>		
With donor restriction	-	-
Without donor restriction	89,263	105,753
	<u>89,263</u>	<u>105,753</u>
Total Liabilities and Net Assets	<u>\$ 236,410</u>	<u>\$ 157,273</u>

Notes to Financial Statements

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**YEARS ENDED JUNE 30, 2021 AND 2020**  
**See Independent Auditors' Report**

	<u>2021</u>	<u>2020</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Grant income	\$ 489,507	\$ 427,510
Contribution income	1,645	4,494
Program service and other revenue	-	-
Interest income	52	107
Total support and revenue	<u>491,204</u>	<u>432,111</u>
<b>EXPENSES</b>		
Program	494,044	416,702
Management & general	13,650	16,448
Total expenses	<u>507,694</u>	<u>433,150</u>
(Decrease) in net assets	(16,490)	(1,039)
Net assets, beginning of year	<u>105,753</u>	<u>106,792</u>
Net assets, end of year	<u>\$ 89,263</u>	<u>\$ 105,753</u>

Notes to Financial Statements



**ON THE ROAD TO RECOVERY, INC**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30, 2021 AND 2020**  
**See Independent Auditors' Report**

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Decrease in net assets	\$ (16,490)	\$ (1,039)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation & amortization	12,397	12,542
(Increase) Decrease in operating assets		
Funds held for others	-	-
Accounts Receivable	20,155	(63,153)
Prepaid expenses	(5,005)	556
Increase (Decrease) in operating liabilities		
Accounts payable	(12,412)	(447)
Accrued expenses	(1,458)	(6,236)
Deposits	(3,500)	-
Refundable Advance, BMHS funds	-	(11,454)
Refundable Advance, SUSD funds	66,412	-
Deferred revenue	43,084	-
Net Cash Provided (Used) By Operating Activities	<u>103,183</u>	<u>(69,231)</u>
<b>CASH USED BY INVESTING ACTIVITIES</b>		
Purchases of vehicle and equipment	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Cash and Cash Equivalents	103,183	(69,231)
Cash and Cash Equivalents, Beginning of Year	<u>9,981</u>	<u>79,212</u>
Cash and Cash Equivalents, End of Year	<u>\$ 113,164</u>	<u>\$ 9,981</u>

Notes to Financial Statements

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE TOTALS FOR**  
**THE YEAR ENDED JUNE 30, 2020**  
**See Independent Auditors' Report**

	<u>Derry Costs</u>	<u>Manchester Costs</u>	<u>SUSD Costs</u>	<u>Total Programs</u>	<u>Management &amp; General</u>	<u>Total 2021</u>	<u>Total 2020</u>
Wages	\$ 72,541	\$ 116,789	49,582	\$ 238,912	\$ 650	239,562	\$ 201,983
Employee benefits	886	11,609	7,143	19,638	-	19,638	9,417
Payroll taxes	7,044	11,204	4,592	22,840	67	22,907	17,654
Rent	33,900	49,080	6,000	88,980	-	88,980	81,153
In-service training	-	790	750	1,540	-	1,540	15,784
Journals and publications	-	-	-	-	-	-	-
Telephone and internet	6,013	9,552	2,606	18,171	-	18,171	13,034
Utilities	2,994	6,567	-	9,561	-	9,561	10,066
Insurance	1,899	9,767	-	11,666	-	11,666	11,926
Repairs and maintenance	1,016	3,174	292	4,482	-	4,482	2,285
Office supplies	1,811	6,777	7,096	15,684	-	15,684	11,720
Household supplies	4,350	5,008	14,112	23,470	483	23,953	10,877
Advertising	-	2,591	408	2,999	-	2,999	4,176
Food and consumable supplies	1,055	14	834	1,903	54	1,957	1,948
Legal and accounting	1,983	3,850	7,174	13,007	-	13,007	6,417
Equipment rental	2,647	4,050	2,038	8,735	-	8,735	5,227
Transportation	-	42	-	42	-	42	1,816
Vehicle expense	2,174	5,470	155	7,799	-	7,799	7,643
Depreciation and amortization	-	-	-	-	12,397	12,397	12,542
Printing	-	-	-	-	-	-	1,913
Postage	72	2,341	-	2,413	-	2,413	2,506
Dues and subscriptions	-	541	-	541	-	541	249
Other expenses	155	432	1,074	1,661	-	1,661	2,814
	<u>\$ 140,540</u>	<u>\$ 249,648</u>	<u>\$ 103,856</u>	<u>\$ 494,044</u>	<u>\$ 13,650</u>	<u>\$ 507,694</u>	<u>\$ 433,150</u>

Notes to Financial Statements

**ON THE ROAD TO RECOVERY, INC  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2021 and 2020**

**Note 1. Nature of Organization and Activities**

On The Road to Recovery, Inc. (OTRTR) is a nonprofit organization incorporated, operating under the DBA, On The Road to Wellness, under the laws of the State of New Hampshire. It operates as a consumer directed peer support organization for adults with long term mental illness, enhancing personal wellness, independence and responsibility. The Organization is supported primarily by grants from the State of New Hampshire.

**Note 2. Significant Accounting Policies**

The summary of significant accounting policies of OTRTR is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of OTRTR's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

**Basis of Presentation**

The financial statements of OTRTR have been prepared on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

**Net Assets Without Donor Restrictions** - These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments; less expenses incurred in providing program-related services raising contributions, and performing administrative functions.

**Net Assets With Donor Restrictions** - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

**Basis of Accounting** The financial records for OTRTR are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

**Property and Equipment**: Are carried at cost. Depreciation expense related to equipment is calculated using the straight-line method over 3 – 7 years. Depreciation expense related to property is calculated using the straight-line method over 39 years. Depreciation expense recorded by OTRTR for the years ended June 30, 2021 and 2020 was \$12,397 and \$12,542, respectively.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2021 and 2020**

**Note 2. Significant Accounting Policies (Continued)**

Capitalization policy: Expenditures for additions, renewals and betterments of property and equipment, unless of relatively minor amount, are capitalized. Maintenance and repairs are expensed as incurred. Upon retirement or sale, the cost of the assets disposed of and the related accumulated depreciation are removed from the accounts and any gain or loss is included in other income in the period in which the asset is disposed.

Investments: Investments are stated at fair-market value. On The Road to Recovery, Inc. does not have any investments.

Functional and Cost Allocation of Expenses: The Organization allocates expenses among program services, management and general, and fundraising based on direct costs and other factors, including space utilization and time. The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities, consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

Estimates and assumptions: Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

In-Kind Contributions and Donated Materials and Services: In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to OTRTR's program services. These services are not included in donated materials and services because the value has not been determined.

It is the intent of OTRTR to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2021 and 2020, there were no donated goods or services.

Cash and Cash Equivalents: For purposes of the statement of cash flows, OTRTR considers cash on hand, deposits in banks and investments to be cash equivalents.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2021 and 2020**

**Note 2. Significant Accounting Policies (Continued)**

Income taxes: The Organization has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

Revenue and Revenue Recognition: Revenue is recognized when earned. The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS) and from the United States Department of Housing and Urban Development (HUD). The Organization participates in wagering programs in connection with its fundraising programs and also accepts voluntary contributions for meals.

Concentration of Risk: The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2021 and 2020 the Organization had no uninsured cash balances.

Comparative Financial Information: The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

**Note 3 Economic Dependency**

OTRTR currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2021 and 2020, the State grants made up 99% of OTRTR's total support.

**Note 4. Review By Outside Agencies**

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2021 and 2020**

**Note 5. Retirement Plan**

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses OTRTR for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$4,700 and \$0 for the years ended June 30, 2021 and 2020, respectively.

**Note 6. Operating Lease Commitment**

Since July 1, 2011 OTRTR has been a tenant at will for its Derry, New Hampshire location. Total rent expense for the years ended June 30, 2021 and 2020 was \$33,900 and \$33,000, respectively. There is no required future minimum payment.

In May 2018 the Organization entered a ten-year, four-month lease for its Manchester, New Hampshire location. Total rent expense related to this location was \$49,080 and \$48,153 for the years ended June 30, 2021 and 2020, respectively. Future minimum rent as of June 30 is as follows:

2022	50,675
2023	51,678
2024	52,711
2025	53,760
Thereafter	<u>120,249</u>
	<u>\$329,073</u>

In June of 2021 the Organization entered a three-year, automatically renewing lease for the Stand-Up Step-Down (SUSD) program located in Manchester, New Hampshire. Total rent expense related to this location was \$6,000 for the year ended June 30, 2021. Future minimum rent as of July 1 is as follows:

2022	42,000
2023	43,260
2024	44,558
2025	45,894
2026	<u>47,271</u>
	<u>\$222,983</u>

**Note 7. Advertising**

The Organization expenses advertising costs as incurred. OTRTR had advertising costs of \$2,999 and \$4,176 as of June 30, 2021 and 2020, respectively.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2021 and 2020**

**Note 8. Liquidity And Availability of Financial Assets**

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary source of support is grants. That support is held for the purpose of supporting the Organization's budget. The Organization had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 113,164	\$ 9,981
Accounts receivable	<u>51,641</u>	<u>71,796</u>
	<u>164,805</u>	<u>81,777</u>
Less amounts:		
Deferred revenue, BMHS funds required to be maintained under State agreement	<u>(24,315)</u>	<u>(24,315)</u>
	<u>\$ 140,490</u>	<u>\$ 57,462</u>

Accounts receivable as of June 30, 2021 is comprised of funds from the Organization's BMHS grant.

**Note 9. Financial Instruments**

The carrying value of cash and cash equivalents, prepaid expenses, accounts receivable accounts payable and accrued expenses are stated at carrying cost at June 30, 2021 and 2020, which approximates fair value due to the relatively short maturity of these instruments.

**Note 10. Board Designated Net Assets**

The Organization has no board designated net assets as of June 30, 2021.

**Note 11. Refundable BMH Advance**

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, OTRTR was required to segregate amounts advanced but not expended at year-end as a refundable advance. Funds set aside in accordance with this requirement amounted to \$24,315 for the years ended June 30, 2021 and 2020, respectively.

In connection with the start up of the Step-Up Step-Down (SUSD) program directed by the state, OTRTR was required to recognize amounts advanced for the SUSD program but not spent at year-end as a separate refundable advance. Funds deferred in accordance with this policy amounted to \$63,412 and \$0 for the year ended June 30, 2021 and 2020, respectively.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2021 and 2020**

**Note 12. Deferred Revenue**

The terms of BBH require OTRTR to record surplus funds as unearned revenue. OTRTR had unearned revenue of \$43,084, and \$0 for the years ended June 30, 2021 and 2020, respectively.

**Note 13. Fair Value Measurements**

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
<u>2021</u>			
Accounts Receivable	\$ 51,641	\$ 51,641	\$ -
Investments	<u>1,427</u>	<u>1,427</u>	<u>-</u>
	<u>\$ 53,068</u>	<u>\$ 53,068</u>	<u>\$ -</u>
<u>2020</u>			
Accounts Receivable	\$ 71,796	\$ -	\$ 71,796
Investments	<u>1,427</u>	<u>1,427</u>	<u>-</u>
	<u>\$ 73,223</u>	<u>\$ 1,427</u>	<u>\$ 71,796</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts receivable are estimated at the present value of expected future cash flows.

**Note 14. Risks and Uncertainties: COVID-19**

As a result of the spread of the Covid-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

**Note 15. Subsequent Events**

Management has evaluated subsequent events through October 26, 2021, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.



**ON THE ROAD TO RECOVERY, INC**  
**STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**BY STATE APPROVED BMHS FUNDS**  
**YEAR ENDED JUNE 30, 2021**  
**See Independent Auditors' Report**

	State Approved BMHS Funds	Non-BMHS Funds	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income, current year	\$ 489,507	\$ -	\$ 489,507
Grant income, prior year release	-	-	-
Contribution income	-	1,645	1,645
Interest income	47	5	52
Total support and revenue	<u>489,554</u>	<u>1,650</u>	<u>491,204</u>
<b>EXPENSES</b>			
Wages	238,912	650	239,562
Employee benefits	19,638	-	19,638
Payroll taxes	22,840	67	22,907
Rent	88,980	-	88,980
In-service training	1,540	-	1,540
Telephone	18,171	-	18,171
Utilities	9,561	-	9,561
Insurance	11,666	-	11,666
Repairs and maintenance	4,482	-	4,482
Office supplies	15,684	-	15,684
Household supplies	23,470	483	23,953
Advertising	2,999	-	2,999
Food and consumable supplies	1,903	54	1,957
Audit fees	13,007	-	13,007
Equipment rental	8,735	-	8,735
Transportation	42	-	42
Vehicle maintenance	7,799	-	7,799
Depreciation and amortization	-	12,397	12,397
Printing	-	-	-
Postage	2,413	-	2,413
Dues and subscriptions	541	-	541
Other expenses	1,661	-	1,661
Total expenses	<u>494,044</u>	<u>13,650</u>	<u>507,694</u>
Net (Decrease) in Net Assets	(4,490)	(12,000)	(16,490)
Net assets, beginning of year	<u>4,490</u>	<u>101,263</u>	<u>105,753</u>
Net assets, end of year	<u>\$ -</u>	<u>\$ 89,263</u>	<u>\$ 89,263</u>

Notes to Financial Statements



**On the Road to Recovery**  
(dba On the Road to Wellness)  
**BOARD OF DIRECTORS**  
Updated April 20, 2022

**Executive Committee**

**Directors (Continued)**

**Directors (Continued)**

**Chairman**  
**Kyle Winston**



Joined: 10-19-2017  
Term #2  
Term Length: 3 Years  
Expiration: 03-2023

**Heather Williams**



Joined: 02-21-2019  
Term #2  
Term Length: 3 Years  
Expiration: 03-2025

**Vice-Chairman**  
**Vacant**

**Ellas Koester**



Joined: 05-31-2018  
Term #2  
Term Length: 3 Years  
Expiration: 03-2025

**Secretary/Treasurer**  
**Kathleen Abate**





Joined: 08-11-2016  
Term #2  
Term Length: 3 Years  
Expiration: 03-2023

**Carly Amico**



Joined: 04-20-2022  
Term #1  
Term Length: 3 Years  
Expiration: 03-2025

<p><b>Administrative Team</b></p> <p><b>Executive Director</b></p> 
<p><b>Business Manager</b></p> <p><b>Peter DeLeault</b></p> 

**Directors**

**Thom DeFelice**



Joined: 01-18-2018  
Term #2  
Term Length: 3 Years  
Expiration: 03-2025

# David J. Blacksmith



## HIGHLIGHTS

- Keen Ability to Network People and Resources
- Well-Developed Listening, Counseling, Problem Solving and Teaching Skills
- Excellent Verbal and Written Communication
- Team Minded Servant Leader with Strong Administrative Abilities
- Able to Handle Crisis or Stressful Situations with Ease
- Technically Proficient with Computers, Networking, Donor Software, Microsoft Office

## WORK HISTORY

**On the Road to Wellness, Manchester & Derry** 2009 – Present  
Executive Director

Provide leadership and oversight to all areas related to peer-support agency, specializing in people managing their mental health, as well as addressing homelessness, and substance misuse. Responsibilities include: agency oversight; fiscal management; maintain integrity to the contractual relationship with the State (BMHS); all aspects of agency relationships and interagency collaborations.

- Successfully moved agency and services through turbulent time to current location
- Effectively re-established relationships with Community Partners and local authorities
- Successfully launched Step-Up Step-Down Program 2021 in new location
- Re-written/Updated Board Policies and Procedures
- Expanded sustainability plans ... fund-raising, grant writing
- Successfully launched a secondary site in Derry (2011) to provide services to that Region
- Effectively increased membership and active participation at both sites
- Responsible for recruiting, hiring, and supervising staff of 25
- Serving as agency representative on the Steering Committee and Workforce Development Committee for Network4Health (1115 Waiver)
- Created a vibrant newsletter which led to expanded readership/ increased membership
- Led multiple employees and peers in the Principles and Tasks of Intentional Peer Support
- Built strong working relationships with other area agencies, thus enhancing the reputation of our agency and enhancing the programming for our members
- Encouraged expansion of programming to include outreach and community service
- Given oversight of both Peer Centers, expanding serves while maintaining budget
- Effectively developed a contractual relationship with Mental Health Center of Great Manchester by modeling and coaching Peer Support Specialist Services to their ACT Teams

**Southern New Hampshire Rescue Mission** 2003 - 2008  
Founder/Executive Director

Responsibilities: Staff and volunteer development, community relations, human resources, programming, outreach, counseling, fund-raising, budgeting, and public speaking.

- Founded this on-going social service agency to the homeless and poor
- Secured and enlarged donor and volunteer base
- Built strong relationships with clientele, neighborhood, community leaders, churches
- Located and purchased facilities for the work, thus creating a long-standing relationship and presence within the community
- Supervised a handful of staff and hundreds of volunteers
- Successfully began residential shelter for single homeless men

David J Blacksmith  
Resume / Page 2**WORK  
HISTORY**  
(continued)

**Las Vegas Rescue Mission** 1999 – 2003  
Executive Director

Responsibilities: Staff and volunteer development, community relations, fund-raising, budgeting, human resources, programming, outreach, counseling, and public speaking.

- Initiated comprehensive Case Management Program
- Initiated and completed \$2m building project to expand services to homeless men, and specialized population of single-fathers with children
- Effectively built relationships with area agencies to create a network for a holistic approach to enable clients to succeed
- Established an extensive and effective Job Development Program which generated over \$250k into the pockets of the homeless, many securing permanent employment through the Program
- Implemented Recovery Program for those struggling with addictive behaviors
- Expanded donor base 150%; volunteer base 300%
- Responsible for recruiting, hiring, scheduling and supervising staff of 20
- Dramatically increased community involvement

**EDUCATION**

Moody Bible Institute, Chicago, IL 1983 – 1987  
Ministerial Studies

University of Massachusetts, Lowell, MA 1973 – 1977  
Bachelor of Arts  
Concentrations: Music Education / Business Administration

Bedford High School, Bedford, MA 1969 – 1973  
College Preparatory

**ADDITIONAL  
TRAINING**

Train the Trainer – Intentional Peer Support; Middletown, CT  
Intentional Peer Support: An Alternative Approach; BBH, Concord, NH  
Prison Volunteer Training, Concord, NH  
Art of Listening, Hospital Chaplaincy Services  
Powerful Business Writing Skills, National Seminars, Inc.  
Business Management, Cornell University, Ithaca, NY (Extension)  
Essentials in Management, American Management Association (Extension)

**OTHER  
SKILLS**

PC Windows Literate; Proficient in Microsoft Office; Database, Website and Newsletter Design and Development; Donor Management Software; Prolific Writer

**CIVIC  
ACTIVITIES**

Member, Nashua Continuum of Care	2003 – 2008
Member, Southern Nevada Homeless Coalition	1999 – 2003
Member, Emergency Food and Shelter Board	1999 – 2003
Chairman, Child Evangelism Fellowship	1999 – 2001
Member, Manchester Rotary, Manchester, VT	1997 – 1999
Director of Volunteer Chaplains, Sonoma Valley Hospital	1991 – 1992
Southern Nevada Task Force for the Homeless	1987 – 1990

*Personal and Professional References Available Upon Request*



Jason L. Sweet

██████████@██████████.com ██████████ ye. ██████████ ar. ██████████ 3

**PEER SUPPORT FACILITATOR- ON THE ROAD TO WELLNESS- MANCHESTER, NH 2021-PRESENT**

- Facilitate support groups for adult's managing their mental health and wellness
- Make outreach calls
- Be a supportive peer by remembering the tasks and values of Intentional Peer Support
- General cleaning

**OVERLORD OF OVER MATTER- MAIL DATA INC.- MANCHESTER, NH 2017-2020**

- Organization of all over matter
- Gather and distribute samples to appropriate salesperson
- Recycling of over matter
- Janitorial tasks
- Machine operator

**SHOP GUY- BULLETPROOF TIGER TATTOO- MANCHESTER, NH 2016-2017**

- Greeted customers and fielded questions
- Managed social media accounts
- Appointment scheduling
- General shop maintenance and cleaning
- Graphic design of marketing materials

**SCREEN PRINTING SCREEN ROOM TECHNICIAN- LOGOLOC LTD- MANCHESTER, NH 2015-2016**

- Coating screens with photosensitive emulsion
- Burning artwork from films onto screens
- Inspection of burnt screens for errors
- Prepping screens to be press ready
- Cleaning and reclaiming of screens

**STAY AT HOME DAD- THE SWEET RESIDENCE - MANCHESTER, NH 2006-2015**

- Too many tasks to list here. 😊

**PROFESSIONAL BODY ARTS PRACTITIONER- LEVEL 5 BODY PIERCING- MANCHESTER, NH 2005-2008**

- Taking inventory of jewelry and piercing supplies
- Ordering and reordering of jewelry and piercing supplies
- Customer service and sales
- Proper sterilization of piercing supplies and jewelry
- Sanitation of work area
- Knowledge of the human anatomy for safe and proper piercing placement

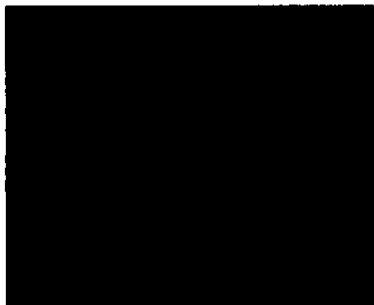
**PROFESSIONAL BODY ARTS PRACTITIONER- SPIDERBITE/ALTERNATIVE SUN- MANCHESTER, NH 1999-2005**

- Taking inventory of jewelry and piercing supplies
- Ordering and reordering of jewelry and piercing supplies
- Customer service and sales
- Proper sterilization of piercing supplies and jewelry
- Sanitation of work area

**ASSEMBLY/WAREHOUSE- HARVEY INDUSTRIES- MANCHESTER, NH 1995-1999**

- Final inspection
- Assembly
- Saw operator
- Fork truck operator
- Ceiling crane operator

# JAYSON BLACKSMITH



## CONTACT

Phone: [Redacted]  
Email: [Redacted]

## EDUCATION

### BACHELOR OF SCIENCE IN AUDIO AND MEDIA TECHNOLOGIES

New England Institute of Art  
June 2016

## TECHNICAL SKILLS

Live Audio Production  
Video Producing  
Lighting Systems  
DAW Operation  
Studio & Post Production  
Camera Operations  
Graphic Design  
Adobe Creative Suite  
Equipment Maintenance  
Signal Routing & Troubleshooting  
Audio, Video & Photo Editing  
Video & Audio Distribution

## PERSONAL SKILLS

Problem Solving  
Detail-oriented  
Time management  
Communication  
Leadership  
Teamwork

## REFERENCES

Provided upon request

## PROFILE

Detail-oriented and innovative professional with vast technical knowledge and more than 8 years hands-on experience in creating, integrating and finetuning a distraction-free, consistent environment into the overall technical production of services and events. Known and respected as a creative solutions provider and out-of-the-box thinker with track of overseeing live production for services and events with emphasis on efficiency, and translating service requirements into system improvements. Proven leader that thrives in high-pressure collaborative environments.

## PROFESSIONAL EXPERIENCE

### Production Engineer Production Management Intern Front of House Engineer

At Manchester Christian Church | Aug. 2016 – Present

- Collaborate with the Pastor, Worship Director and Technical Director to create a cohesive, engaging, spiritually authentic worship service
- Perform core Production Engineer duties including service producing, sound reinforcement, front of house mixing, video production, lighting design, signal routing, and troubleshooting
- Implement and maintain development best practices
- Train and mentor volunteers for proper maintenance of production equipment

### Audio Designer and Team Lead

At The Palace Theatre | May 2018 – Mar. 2018

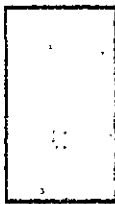
- Organized and led the team to The Palace Theatre's most ambitious and successful show in its 100+ years of history
- Responsible for all sound reinforcements and creative decisions as it pertained to audio
- Provided technical support and oversaw ways to develop and improve audio tools and workflow
- Worked effectively under pressure and managed the audio team

### Production Team Lead

### Youth Director and Worship Leader

At Manchester Vineyard Community Church | Jun. 2010 – Aug. 2016

- Provided live Front of House and Monitor mixing
- Edited sermons for online distribution
- Performed live worship, and developed and maintained curriculum for middle & high school students
- Coached team in basic AVL operation
- Assembling and coordinating new volunteers



# Krystina Olsen

## Human Services & Administration

Most alive in helping roles that offer humans more connectivity to themselves and the world. Well suited for spaces that would benefit from a driving motivation, deep sincerity, diligence to completion, and an organizational touch. With a knack for hospitality and creating welcoming environments. I'm ready to rise to the tasks and dive right in.

### Professional Skills

- Strong Communication
- High Efficiency
- Warmth & Reception
- Organization, Digital & Tactile
- Attention to Detail
- Collaboration
- Editing & Envisioning
- Research
- Self-Starting
- Solutions Oriented
- Performing Under Pressure
- Listening & Conflict Resolution
- Multitasking
- Microsoft & Apple Software

### Educational Training

- School of Human Services  
Associates Degree from Nashua Community College
  - Graduating class of 2007.
  - Graduated *summa cum laude* with GPA of 4.0
  - Awarded the Presidency Award and the Social Advocacy Award
- School of Psychology  
Eastern Nazarene College
  - Attended 2004-2005
  - Began the study of humanity's beauty and complexity

### Work Experience

#### Executive Administrative Assistant

On The Road To Wellness  
Oct. 2020 to present

- Develops organizational systems to maximize productivity & impact
- Digitizes manual processes into well-documented Standard Operating Procedure system
- Provides daily administrative support to the Executive to ensure smooth outcomes

#### Photographer & Owner Krystina Olsen Studios Jan. 2018 to Oct. 2020

- Built a thriving self-taught photography business from the ground up
- Ensured seamless connections between self & clients, particularly under pressure
- Used abstraction and creativity to deliver a unique product
- Followed strict & efficient timelines to ensure client fulfillment

#### Childcare Worker & Caregiver Self-Employed

Jan. 2009 - Present

- Primary caretaker for children during parental working hours
- Offers structure, rhythm, & flow, providing children with plentiful growth opportunities
- Provides self-regulation strategies, conflict resolution tactics, encouragement, risk-assessment, academic assistance, emotional & physical nourishment.

#### Assistant Teen Director Boys & Girls Club of Souhegan Valley

Sep. 2006 - Jan. 2009

- Managed daily program operations for students, along with specialized small and large events
- Led courses in fine arts, culinary arts, and female enrichment
- Served as a counselor for summer operations, including high-output programming
- Provided daily social, emotional, and cognitive support for students



LEE ANN HUSSEY

Summary

Experienced in providing Intentional Peer Support to Members

Education and Certificates

- Certified Peer Specialist
- IPS Core Training
- WRAP Facilitator Training
- WHAM Facilitator Training
- Hesser College, Associate of Science in Psychology

Experience

2009 – Present

Team Leader, On the Road to Wellness

- Provide leadership to fellow teammates
- Assist in the implementation of the program at the peer support center
- Create an environment for learning how to live with mental health issues
- Provide an example of the ten values of intentional peer support
- Practice the four tasks and three principles of intentional peer support
- Create, research, and facilitate several peer support groups per week
- Welcome new Members to center and explain the purpose of the center
- Process new Membership Application Forms and maintain Membership Records
- Provide support by developing Wellness Plans with Members
- Provide conflict resolution for Members and staff
- Co-facilitate Wellness Recovery Action Plan workshops
- Provide outreach on telephone and in community
- Ensure reports for statistics are ready for data entry
- Participate in co-reflection
- Assist in maintaining physical center

2007 – 2009

Transitional Housing Manager, On the Road to Wellness

- Notified social workers at New Hampshire Hospital of vacancies
- Collected rent and maintained documentation
- Facilitated meetings between Residents
- Met with individuals regarding their progress
- Provided conflict resolution for Residents
- Communicated with agencies that referred candidates
- Communicated with agencies that provided housing for Residents
- Created and implemented a statistics report, saving hours every month
- Assisted in maintaining physical facility
- Ordered and replenished supplies for the facility

2004 – 2007

Program Assistant, On the Road to Wellness

*Meghan Marhan*



## **Objectives**

Seeking full time employment in the behavioral health field where I can function as a team member. My goals include using my professional and life experience to support individuals challenged with mental health issues and substance use disorders.

## **Education & Certifications**

- Intentional Peer Support Core Training
- Action Planning Training
- WHAM Training
- Intentional Peer Support Specialist Certified
- Justice of the Peace, New Hampshire
- Miscellaneous Peer Support Trainings
- High School Degree/GED: Earned 2002, Concord, New Hampshire
- Completed LNA curriculum and was awarded license 2006. (Not currently active)

## **Experience**

### **On the Road to Wellness June 2021-Present**

Director of Operations

Oversee all aspects of programming for both the Derry and Manchester Centers. Develop staff schedules, including the schedule of staff rotation for bi-weekly Cypress Center outreach.

Register staff for necessary trainings and quarterly Co-Reflections, and ensure proper certification documentation is received and filed. Implement groups that members request, and that encourage member's personal growth, self-reflection, and goals, while making sure to meet State deliverables. Organize monthly Community Outings with input from members. Contact different organizations and businesses to set up monthly Educational Presentations for members that will provide knowledge about different topics, and services that may be needed, and available, but unknown. Facilitate monthly Community Meetings to connect and communicate with members about their thoughts, wants, and/or needs at the Centers. Facilitate meetings with staff and fill out then file the necessary documentation of meeting. Input information from member applications, into the database when an individual decides to become a member. Clean and organize both Centers. Create the contents of the monthly newsletter and take pictures at events and outings to include in the newsletter. Purchase any needed supplies for the Centers. Run general errands for the Centers.

**Riverbend Community Mental Health Center- Emergency Services June 2019 - April 2020**

Peer Support Specialist

Provided direct services including engagement, assessment and support to individuals experiencing psychiatric crises. Services were provided in conjunction with clinicians and based out of a multidisciplinary team. Services were provided in multiple settings, primarily through Emergency Services, but also on site at Riverbend's Crisis Treatment Center, and in the homes of clients if requested.

**Granite State Independent Living June 2018 - February 2020**

In Home Care Provider

Provide direct in-home care with a focus on ADLs in coordination with other in-home care agencies and providers. Responsibilities include monitoring response to medical treatment, managing medications and household inventory and promoting healthy activity and nutrition. Trained to support an individual challenged by late-stage dementia to support her in managing anxiety, confusion, frustration and supporting a sense of wellbeing. Function as lead care provider and provide oversight and coordination of a multi-person staffing pattern.

**Superior Cleaning December 2016 - June 2018**

House Cleaner

Cleaned and organized residential and commercial properties. Worked both autonomously and as part of a team.

**Work at Home Mother 2006 - 2016**

Raised 3 children, 2 are now adults

**Crotched Mountain School September 2005 - September 2006**

Teacher's Assistant

Engaged with students in performing ADLs; de-escalated and helped calm emotionally charged situations with students; worked in partnership with teachers and other staff to strategize what best fit a student's individual needs.

**Skills**

- Developing and maintaining strong working relationships with a diverse array of people
- Working well in a team environment
- Empathetic listening
- Excellent written and oral communication skills
- Dependable, organized
- Able to work autonomously but seek supervision as appropriate
- Engage with people in a crisis and helping to diffuse it while remaining calm and supportive

**Personal Interests and Hobbies**

- Arts and crafts
- Organization
- Reading
- Music concerts
- Mindfulness and meditation

Peter P. Deleault

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Experience:**

**3/2007 to Present: Concord Food Cooperative, Inc., 24 S. Main St., Concord, NH 03301 and 52 Newport Rd., New London, NH 03257**

**Controller:** Concord Food Cooperative is a cooperative natural and organic grocery store with 2 locations with sales of over 7.5 million and 74 employees. Oversee accounting department and all accounting functions including but not limited to all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis and cash management.

**06/2007 to Present: On The Road To Recovery Inc., 373 South Willow St., PMB 316, Manchester, NH 03103**

**Controller:** OTRTR is a non-profit peer support mental health organization funded by State and Federal funds covering Manchester and Derry areas. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

**07/2007 to Present: Tri-city Consumer Cooperative, Inc., 55 Summer St., Rochester, NH 03867**

**Controller:** TCC is a non-profit peer support mental health organization funded by State and Federal funds covering the greater Rochester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

**04/2004 to Present: Lakes Region Consumer Advisory Board, Inc., 328 Union Ave., Laconia, NH 03246**

**Controller:** LRCAB is a non-profit peer support mental health organization funded by State and Federal funds covering Lakes Region and Concord. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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**07/1992 to 01/2007: Sarabby, Inc., dba APPS Paramedical Services, 1 Old Hill Rd. Bow, NH, 03304.**

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all of the bookkeeping and accounting responsibilities including payroll, all the monthly and quarterly tax deposits and filings for both Federal and State, AR/AP, account reconciliation. Sold business.

**03/1995 to 03/2000: Chemdata Occupational Health & Drug Testing.**

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all accounting responsibilities. Provided health and drug screens, DOT physicals and pulmonary function testing to local construction and trucking industries as well as municipal Firefighters and other industry workers utilizing respirators. Sold business.

1980 to 1990: Bank of New Hampshire, N. Main St., Concord, NH 03301.

Assistant Vice President-Loan Officer & Department Manager. Review financial statements, loan decision and processing, oversee loan department processes and personnel. Business marketing and loan development.

**Education:**

09/2004 to 04/2005: Hesser College, Manchester, NH. Advanced Computer course program to obtain certifications in both A+ and Network+.

1985-1989: University of New Hampshire, various courses in accounting, business management, bank management.

1973-1976: St. Anselm's College, 2 ½ years pre-med.

References upon request.

*Resume  
Of  
Phyllis Buccheri*

First name: *Phyllis*

last name: *Buccheri*

Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Work History

Occupation: *Dental Assistant/Receptionist*

Agency: *Hearty Smile*

City: *Manchester*

State: *NH*

Date: *May 2015 to October 2015*

Skills

- 1. Cleaning*
- 2. Sterilizing equipment*
- 3. Assisting during a procedure*
- 4. Filing paperwork*

Work History

Occupation: *Mental Health Peer Support Worker*

Agency: *On The Road to Wellness*

City: *Manchester*

State: *NH*

Date: *Feb 2022 - Current*

Skills

- 1. Community outreach*
- 2. Organizational skills*
- 3. strategic planning*
- 4. policy development*

Education: *Lighthouse school - Chelmsford, Mass. USA*

Year: *2001*

*Cover letter*

*I'm committed in becoming a Certified Mental Health Peer Support Worker within a positive organization of knowledge, outstanding performance, and secure employment. Securing a responsible position with hands-on training, while making a significant impact to the clients and my coworkers. Having the consistency, passion and drive to attendance while exhibiting a positive attitude in light of challenging situations. Bring an enhancement of focus and a willingness to learn new techniques that will help in achieving my goals.*

## Scott McCormack



### Objective:

Intentional peer support

Help members unlearn learned helplessness.

### Education:

Salem High School

1985-1989

Salem, NH

Granite State College

2005-2009

Manchester, NH

Associates in arts and general studies, Dean's list 2008 and 2009

Granite State College

Bachelor of Science and Behavioral Science 2009-2011

Graduated Magna cum Laude

### On the Road to Wellness- March 1<sup>st</sup> 1994-Present

#### Peer Support Facilitator

- Research and facilitate groups
- Maintain physical center
- Provide one-to-one peer support
- Clean and sanitize center
- Complete documentation

### Stepping Stone Warmline – August 2020 - Present

- Provide one-to-one peer support over telephone
- Answer calls and take messages
- Complete documentation

### Additional Training:

Intentional Peer Support Core

WRAP 101

Warm-Line

Certified Peer Specialist

WHAM



# Tara R. Shramek

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## Education

### Hesser College

Hesser College - Manchester

Associates of Business - Broadcast Management

Graduated- May 2007

### Manchester Memorial High School

Manchester Institute of Technology- Video Productions

Graduated- June 2005

## Work Experience

### On the Road to Wellness (Feb 2020-Present)

Helped take care of Handicapped Mother (2013 - Present)

- Provides transportation for handicapped Mother to Doctors Appointments and where ever else she needs to go.

### Jobs for New Hampshire Graduates (2004-2005)

- Packing boxes at a warehouse for food banks at Southern New Hampshire Services

### Spooky World New England - Seasonal (Sept-Nov) 2010 to 2017..

- Scare Actor, trusted to the first room of the Torment haunted house.. Trained new people working in the room for the first time on their duties.

Studied With Jordon Rich. Professional Tape available.

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## Activities

Anime

Voice Over Work

Video editing

Slogging

College theater club

Radio DJ for college radio station

## Jaden Howard



## Skills

Adaptability. Problem Solving. Critical Thinking. Time Management. Listening. Communication.

## Experience

July 2021 - Current

### **On the Road to Wellness, Manchester, NH – Residential Peer Specialist**

- Facilitate peer support activities with guests
- Offer one-on-one support
- Create/maintain an environment conducive to recovery
- Maintain confidentiality
- Resolve issues of conflict using Intentional Peer Support principles

October 2019 – March 2020

### **Concord Peer Support, Concord, NH – Peer Mentor**

- Facilitated mental health groups
- Created new mental health groups to support members (journaling, mindful drawing, music)
- Provided peer support to members 1:1 and in a small group setting
- Worked with diverse populations

June 2016 - December 2017

### **Easter Seals, Concord, NH - Direct Support Professional**

- Supporting clients in their place of employment and within the community
- Write daily, weekly, and monthly progress notes
- Transport clients to and from appointments
- Advocate with and on behalf of people with intellectual/mental disabilities
- Support individuals to gain confidence in their abilities

December 2015 - August 2016

### **Age at Home, Concord, NH - Personal Care Associate**

- Home management tasks including housekeeping, laundry, shopping, and errands
- Prepare and serve simple meals and assist with feeding as necessary
- Assist with bathing, dressing, and grooming
- Assist with toileting

- Reporting changes in client's status
- Assisting with transfers and ambulation
- Follow/Create personal care plan

June 2010 - July 2015

**Genesis Healthcare, Concord, NH - Receptionist**

- Keeping track of resident's schedules
- Answer phones and assist the caller or transfer them with the corresponding personnel
- Communicate effectively with resident's family members
- Assist residents who have become dysregulated due to dementia or other mental illnesses
- All other duties as assigned: waiter, activities assistant, prep chef, laundry aide

## **Education**

August 2014 - December 2017

**New Hampshire Technical Institute, Concord, NH - Human Services**

July 2018- July 2021

**Southern New Hampshire University, Manchester, NH - Psychology**

September 2021- September 2023

**New England College, Manchester, NH - Clinical Mental Health Counseling**

## **Certifications/Trainings**

January 2020

**Mental Health Recovery WRAP 5 Day Seminar 1 Co-Facilitator Training**

January 2020

**Mental Health Recovery WRAP 5 Day Seminar 2 Co-Facilitator Training**

February 2020

**Intentional Peer Support**

September 2021

**Certified Peer Specialist**

**Jesse Murenzi**

[REDACTED]  
[REDACTED]  
[REDACTED]

## **Work Experience**

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### **Peer Support Specialist**

On the Road To Wellness (OTRTW) – Manchester, NH

March 2022 to Present

To plan and facilitate Peer Support Activities for guest, and offer One-to-One support to actively participate in moving towards recovery.

### **Owner/Operator**

Project Revival - Concord, NH

April 2021 to Present

I continued my work from Deo Mwano Consulting helping small business owners manage their business, from infrastructure reorganization to employee training and managing.

### **Manager of Partnership Programs**

Deo Mwano Consulting - Manchester, NH

October 2020 to April 2021

I worked successfully with the community health network to ensure the partners were able to get the tools they needed to implement research gathering. Most recently I worked with Minority Small Business grant supporting BIPOC business owners to qualify for COVID-19 relief. To help inform how financial institutions can support minority businesses owners.

### **Marketing consultant**

L&L Recruiting

July 2016 to November 2020

My role was to recruit, and consult for top transportation 50 business in filling job vacancies all over America.

### **Account Manager**

PCConnection - Merrimack, NH

September 2017 to June 2019

Help manage IT infrastructure for medium to Enterprise companies.

### **Customer Service professional**

Ameriprise Financial/Auto Insurance

February 2015 to May 2016

First point contact for advisors, clients and relationship partners for routine service issues. As well as teach our clients in regards to policies and regulation, also to help clients use our online database and manage their accounts for them.

New American Africans

**Assistant youth Director**

New Vision Church

2013 to 2015

Assist in strategic leadership development of the youth. Organize and teach weekly series. Plan and organize community activities and volunteering.

UNH Campus Recreation

**Program Coordinator**

New American Africans - Concord, NH

September 2009 to January 2015

Connects and supports newly immigrated refugee high school students with college mentors in order to combat the drop out rate for Refugees in New Hampshire - currently 85%.

Teach English, driver's education, computer literacy and basic financial management to newly immigrated refugees.

Organize community outreach and fundraising projects.

**Intramurals Supervisor**

UNH - Durham, NH

2008 to 2013

Trained, hired and supervised over 300 employees in order to run more than 4,000 intramural games annually. Also helped manage and run various administrative tasks.

**Program coordinator**

M.O.D.E.F - Durham, NH

2008 to 2013

This organization supports family dynamics, functioning at the university level, to retain viable numbers of male students of color. This contributes to the University's goal to maintain a diverse campus environment.

Led volunteering activities and cultural trips.

**Camp Counselor**

Operation Military Kids

June 2012 to August 2012

Organized and led activities for up to 200 children, ages 8-18 years old.

Collaborated with other staff to create activities for the various age groups.

Oyster River Youth Association

## Education

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### **Bachelor of Arts in Interpersonal Communication**

University of New Hampshire

May 2013

### **AA in Business Administration**

Thompson School of Applied Sciences

May 2010

## **Kelsey J. Loparto, BA, CPS**

[REDACTED]

[REDACTED]

[REDACTED]

### **Current Position:**

**Step-Up Step-Down Program Co Director, On The Road To Wellness**

**Manchester, NH**

In January, 2021, I was recruited by On The Road To Wellness to carry out their Step-Up Step-Down Program. This program was developed to provide community based peer support in a home like setting as an alternative to psychiatric hospitalization. My initial work included developing all policies, work flow procedures, and programmatic material used for Step-Up Step-Down, which was later adopted by all other peer support agencies carrying out SUSD programs in New Hampshire.

The heart of my work exists in developing supportive relationships with individuals staying in the program so that they may work on their mental health challenges. This support is completely peer based, including sharing my own mental health experiences to help others. It is my continuous goal to foster a positive, safe, and supportive environment in the Step-Up Step-Down home where individuals may experience the true power of peer support and self driven mental wellness.

Other responsibilities include;

Supervising SUSD Staff, processing referrals, coordinating with community partners, providing 24/7 on call coverage, addressing all crisis and challenges with compassion.

### **Education**

#### **Cape Cod Community College (2007-2010)**

Associate of Arts Degree, Liberal Arts Concentration

While attending Cape Cod Community College, I was a member of the Honors Club, the Sustainability Club, and an active member of the National Honor Society for Community Colleges, Phi Theta Kappa.

#### **University of Massachusetts Boston (2010-2013)**

## **Bachelor of Arts Degree, Major in Sociology**

At UMass Boston, I graduated with high honors at a 3.98 GPA as well as a departmental distinction award granted to only four students graduating with sociology degrees. Additionally, I was accepted into UMass Boston's Caribbean Studies Summer Institute, where I studied sociology abroad with the University of Puerto Rico.

## **Certified Peer Specialist (2018)**

### **State of New Hampshire**

After completing all requirements to obtain certification, I sat for the very first Peer Specialist certification exam developed and offered by State of New Hampshire, successfully becoming one of the first Certified Peer Specialists for the state. Requirements to complete certification included successful training in Intentional Peer Support, Wellness Recovery Action Planning, Whole Health Action Management and Suicide Prevention.

## **Other Certificates and/or Trainings**

In the years I have worked in direct care and human services, I have had many opportunities for professional development including attending a variety of trainings and workshops. Notable trainings I have attended include the following...

- Illness Management and Recovery (IMR)
  - Initial Training on Addiction and Recovery
  - CPI Nonviolent Crisis Intervention
  - Motivational Interviewing
  - Intentional Peer Support (IPS)
  - Whole Health Action Management (WHAM)
  - Wellness Recovery Action Planning (WRAP)
  - Suicide Prevention and Mental Health First Aide
- \*Certificates of attendance may be provided for all trainings above

## **Agency Substitute, Latham Centers, Inc.; Brewster, MA - 2014**

As an agency substitute, I filled positions as a direct support professional in both school and residential settings, including para professional, residential lead, residential aid and one on one counselor. I completed all necessary training to provide supports for the youth in service, including both physical (TCI) and non physical behavioral interventions.



Community Living Instructor, Crotched Mountain Rehabilitation; Exeter, NH February 2015- January 2017

As a community living instructor for Crotched Mountain Rehabilitation, my primary duties were to assist my clients through their tasks of daily living, morning to afternoon, with a focus on facilitating community engagement. This included completing all personal care, medication administration and assisting them through community activities (including medical appointments). Within this position I was also trained to address the specific needs of individual clients, particularly those involving equipment for full assist and transportation.

ACT Peer Specialist, Center for Life Management; Derry, NH January 2017- August 2018

As ACT Peer Specialist, I served as an integral part of the Assertive Community Treatment (ACT) team within a community mental health center. As peer specialist, I used my own lived experience to promote connection, hope and advocacy amongst clients of the ACT team. Daily activities/responsibilities included one on one meetings with ACT clients (including at the center, in the community and at their home), attending support groups alongside clients and providing peer support education to other staff at the center. Additional responsibilities included regular attendance/participation in team meetings and completing documentation of all services provided.

Peer Support Assistant, On the Road to Wellness; Manchester, NH October 2018- January 2019

As a peer support assistant, my primary duties were to facilitate daily support groups on a variety of mental health topics. Additional responsibilities include providing one on one support as needed, completing all necessary documentation and participating in community outreach.

Critical Time Intervention Specialist, Greater Nashua Mental Health, Nashua, NH January 2019- September 2020

The Critical Time Intervention program provided short term transitional case management and care coordination to individuals completing a transition from psychiatric hospital to community. As a CTI specialist, I supported clients in transitioning out of psychiatric inpatient hospital units and connecting to services/needed resources in the community. CTI work included completing client assessments (both inpatient and outpatient), coordinating with providers (both inpatient and outpatient), providing family support and education, completing outreach and working directly with clients in a community setting to connect to any case management needs and resources.

Mobile Crisis Team Peer Support Specialist, Riverbend Community Mental Health Center, July 2020 – December 2021

The Mobile Crisis Team provided direct support, assessment and intervention services for individual experiencing crisis in the community. The majority of assessments were carried out by a two-person team of a clinician and peer specialist who responded directly to the location of the individual that called. I completed a wide variety of assessments throughout the Concord area, including those with both adults and children.

**Additional Work History;**

Counter Sales/Server, Wellfleet Town Pizza Inc.; Wellfleet, MA — 2009-2010

Commercial Shellfisher, Self Employed; Orleans, MA — 2009-2013

Sales Associate/Customer Service Associate, Gustare Oils and Vinegars; Chatham, MA— 2012-2014

Volunteer, WE CAN Corporation; Harwich Port, MA — 2013

References Available Upon Request

# LELA BOUDREAU



## SUMMARY

Motivated Peer Support Specialist dedicated to coaching clients through life changes. Creates customized, structured support plans. Energetic and friendly with strong relationship-building skills.

## SKILLS

- Relationship-building skills
- Exemplary communication
- Planning skills
- Mental health support
- Organizational skills
- Conflict resolution
- Medical terminology knowledge
- Patient relations
- Collecting specimens
- Collecting vital signs
- Infection control procedures
- Grooming and bathing assistance

## EMPLOYMENT HISTORY

### ON THE ROAD TO WELLNESS/STEP UP STEP DOWN

Manchester, New Hampshire

**Peer Support Specialist** 03/2021 to Current

- Recorded participants' daily progress, noted trends and addressed negative strategies to help redirect actions and improve progress
- Monitored resident safety and security at residence
- Planned and implemented appropriate activities to encourage residents to be social and active
- Assisted others through dynamic relationships built on trust and utilized effective listening and interpersonal skills.
- Instilled hope by promoting positive self-disclosure and actively listening to client needs.
- Delivered compassionate care to increase comfort and psychological, social and spiritual well-being.

### RCM HEALTH CARE SERVICES

Manchester, NH

**Licensed Nursing Assistant/Team Leader, COVID-19 PCR Testing Site** 11/2021 to Current

- Recorded and documented test results to compare to expected results for students and staff
- Testing team coordination
- Ensure all necessary consent forms are filled out and scanned in to the system
- Assist with prepping supplies and PPE for testing events to ensure testing team have what they need prior to testing event
- Review collection process with testing team

### RIDGEWOOD NURSING HOME

Bedford, NH

**Licensed Nursing Assistant** 01/2020 to 11/2021

- Provided basic patient care by bathing and grooming patients, changing bedding and assisting in feeding activities.
- Assisted patients with shaving, bathing and oral hygiene to promote healthy habits and overall wellness.
- Facilitated activities of daily living, personal hygiene management, feeding and ambulation.
- Collected and documented vital signs to track current patient conditions.
- Answered signal lights, bells and requests-for-service to assist patient services fulfillment.
- Documented information in patient charts and communicated status updates to interdisciplinary care team.

## EDUCATION AND TRAINING

**ADULT AND PEDIATRIC FIRST AID/CPR/AED: LICENSED NURSING ASSISTANT** 03/2020  
Genesis Health Care/American Red Cross

**BUSINESS/CLERICAL TRADE COMPLETION: BUSINESS/CLERICAL** 08/2001  
Northlands Job Corps Center, Vergennes, VT

**GED** 07/2001  
Northlands Job Corps Center, Vergennes, VT

# LORIANNE DIMARCO

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## OBJECTIVE

TO OBTAIN A POSITION THAT WILL BENEFIT FROM MY KNOWLEDGE, SKILLS, AND ABILITIES IN THIS INDUSTRY AND TO MAXIMIZE MY WORK ACTIVITIES AND CONTEXT TO ACHIEVE A POSITIVE OUTCOME.

## EXPERIENCE

### 07/21/2021 – CURRENT RESIDENTIAL PEER SPECIALIST

ON THE ROAD TO WELLNESS, MANCHESTER NH  
PRACTICING IPS (INTENTIONAL PEER SUPPORT)  
USING OWN LIFE EXPERIENCE TO CONNECT AND SUPPORT OTHERS  
SUPPORT PERSONS WITH A MENTAL ILLNESS  
ASSIST PERSONS ON THEIR JOURNEY OF RECOVERY  
PLAN AND FACILITATE PEER SUPPORT ACTIVITIES  
OFFER ONE-ONE SUPPORT  
WELCOME GUESTS, AND PARTICIPATE IN CREATING AN ENVIRONMENT  
CONDUCTIVE TO RECOVERY  
MAINTAIN CONFIDENTIALITY  
COMPLETE ALL REQUIRED FORMS AND REPORTS ACCURATELY AND IN A  
TIMELY FASHION

### 07/11/2013-CURRENT DIRECT SUPPORT PROFESSIONAL (DSP)

COMMUNITY BRIDGES, CONCORD NH  
I TAKE A CLIENT OUT INTO THE COMMUNITY FOR SOCIALIZATION

### 10/27/2013-CURRENT DIRECT SUPPORT PROFESSIONAL

ONE SKY COMMUNITY SERVICES INC. PORTSMOUTH NH  
WORKED WITH CLIENT WITH DOWNS SYNDROME GAIN  
EMPLOYMENT  
PROVIDE SUPPORT  
HELP WITH CRISIS MANAGEMENT

## EDUCATION HISTORY

05/2005  
BACHELOR'S DEGREE  
SPRINGFIELD COLLEGE, MANCHESTER NH

**Robert True**



**Objective:**

To secure employment with a treatment center and to expand my experience and skills working with others suffering from SUD.

**Work History:**

- Walmart, Gilford NH - Cashier/Sales: Made sales for store, unloaded trucks, put orders away and did store inventories. Worked the register.
- Big Apple, Laconia NH - Cashier/Sales: Kept inventories, Ran cash register.
- Northline Construction, Wolfeboro NH - Laborer/ Ran Machine's: All general labor and equipment operating.
- Blueprint Recovery Center, Concord NH - Behavioral Health Tech: I assisted in day to day activities with the Clients I gave out Meds, counted meds mad sure Clients were where they were suppose to be when they were suppose to, I did shift reports and emailed medication refills as they were needed.
- Avenues Recovery Center, Concord NH - Behavioral Health Tech: I worked third shift during my shifts I did rounds made sure clients were not lost I handed out Medications and counted them I also emailed any refills as they were needed. At the end of my shifts, I did a walk through made sure everything was tour ready and then put in my shift report.

**Education History:**

Moultonboro Academy, Moultonboro, NH 1999

**Related skills:**

- Familiar with Office 365
- Organized
- Punctual
- 27 months in Recovery
- CRSW Certificates

# Samantha Captain



## PROFESSIONAL SUMMARY

As an individual with a strong sense of social responsibility, exemplified by personal and professional activities, I am committed to addressing the mental health needs of my community. I am a highly creative problem solver, seeking to improve processes through the implementation of new strategies to meet current organizational needs.

## EXPERIENCE

### **Residential Program Co-Director - Step-Up Step-Down Program, On the Road to Wellness 01/2021 - Present**

*59 Sheffield Road, Manchester, NH*

Developed a new "hospital alternative" program, where individuals with mental health challenges can stay and receive peer support (24/7) in a homelike setting for up to 90 days. Step-Up, Step-Down is a peer-run and peer-staffed program with no clinical component. Opened in August of 2021.

- Hire and train the right people to do important work, find individuals to work as Certified Peer Specialists who are passionate, dedicated, and effective. Encourage, mentor, supervise, and support the staff of 'On the Road to Wellness' (OTRTW) Recovery-Oriented Step-up Step-down (SUSD) program. Train staff and coach them to success, conducting regular supervision meetings, co-reflections, and annual evaluations.
- Maintaining the home and program in order to facilitate ongoing Peer Support activities for Guests to participate in using the Four Tasks, Three Principles, and Ten Values of Intentional Peer Support (IPS). Working to establish and maintain a co-learning environment conducive to recovery. Ensuring that the support provided to guests is of high quality and that the interactions and relationships formed are meaningful and impactful.
- Staffing adequately to maintain 24/7 coverage.
- Respond to referrals and conduct conversations with prospective guests and referral sources.
- Provide education to the community, guests, and staff about the program.
- Write and periodically review policies, procedures, and program worksheets to ensure consistent, high-quality support will be provided to all guests. Make sure all program materials are in accordance with the requirements of the contract with the Department of Health and Human Services as well as the principles and values of peer support.
- Intentional Peer Support train-the-trainer completed October 2021, with the goal of becoming a State IPS trainer for New Hampshire.

**Trainer - Wildflower Alliance**

**09/2021 - Present**

*Per Diem - Remote*

Provide online and in-person training on the practice of peer support, including Hearing Voices Network Facilitators, Alternatives to Suicide Facilitators, When the Conversation Turns to Suicide, Intentional Peer Support, and others.

**Peer Support Team Leader - Emergency Services, Riverbend Community Mental Health**

**05/2019 - 01/2021**

*40 Pleasant St. Concord, NH*

Certified Peer Specialist, promoted in May of 2019 to lead a team of 13 peer support specialists working in a psychiatric emergency services department.

- Ensured the highest quality of care was received by the clientele by hiring excellent, committed individuals with a passion for the work, and training new staff to grow in the role, maintaining regular supervision with staff and reviewing client interactions, feedback, and documentation.
- Supported my team in processing difficult cases and circumstances by understanding how vicarious trauma can impact peers differently because of the additional burden of being authentic and vulnerable while having pre-existing mental health conditions.
- Positively affected the culture of the department by working to reduce stigma and increase job satisfaction, improving retention, and reducing compassion fatigue and burnout. Developed and improved training practices and maintained regular supervision with staff, resulting in an improved ability to connect with and impact the population served. Increased the knowledge, compassion, and comfort level of the team especially when dealing with individuals experiencing homelessness, co-occurring substance use, hearing voices, or domestic violence.
- Wrote and adjusted a monthly schedule for a demanding 24/7/365 program, for 13 employees, over 2 departments.
- As a member of the training committee, I developed and presented training on the topics of Voices and Visions, Grief and Loss, Establishing a therapeutic relationship, Peer Support, Peer Ethics, and Stigma. Training offered and delivered to anyone in the agency, regardless of their role, with the goal of increased knowledge and ability for staff, while increasing awareness of and from the peer perspective. Consistently achieving the highest marks in terms of feedback scores and comments from training participants. Training presented both in-person and remotely over Zoom.

## **Peer Support Specialist - ACT Team, Riverbend Community Mental Health**

**04/2016 - 05/2019**

*10 West St. Concord, NH*

I have earned my certification as a Peer Specialist in the state of NH, with three years of experience on an ACT Team of a community mental health center. I have sought specialized training in the treatment of individuals who hear voices, Intentional Peer Support, Whole Health Action Management, Wellness Recovery Action Planning, Suicide Prevention, Disaster Behavioral Health Response, Trauma-informed care, Illness Management Recovery, et. al.

- Regularly meeting 1:1 with adults struggling with severe and persistent mental illnesses, such as schizophrenia. Working with people to support their own goals and walk beside them on the journey to recovery. By using empathy to help me understand their experience and creativity to help them overcome challenges, I was able to quickly build meaningful relationships that resulted in improved outcomes for many of my clients.
- Awarded for excellence from the Bureau of Mental Health for being a "beacon of recovery". Consistently receiving high marks for my work as a Peer Support Specialist by the Department of Health and Human Services during routine evaluations of the team and agency.
- Founded a peer support group for individuals who have experienced hearing voices, one of only two in the state of NH. Following the model established by the Hearing Voices Network, I was able to increase connection for group participants resulting in improved outcomes and reduced isolation and stigma.
- Worked to train my colleagues in areas of stigma, peer support, and hearing voices.

### **SKILLS & ABILITIES**

- **Computer Skills:** Proficient in Mac and PC platforms, Microsoft Office (including Word, Excel, PowerPoint, Outlook, and Access), Adobe Creative Suite (including Photoshop, Lightroom, Bridge, Illustrator, and Indesign), iWork (Pages, Numbers, and Keynote) and iMovie.
- Excellent communication skills, superb interpersonal skills, leadership ability, and training experience, skilled in both oral and written communication.

### **PUBLIC SPEAKING EXPERIENCE**

- **This Is My Brave - Concord, NH - 2019** - I shared my own story of mental health challenges and my recovery live on stage in front of a few hundred audience members.
- **In Our Own Voice - Remote - Ongoing** - Worked with NAMI NH to develop my own story to fit their format and requirements. Sharing my story over zoom to a variety of audiences. All in an effort to reduce stigma.

### **VOLUNTEER WORK**

- Former Member of the **First Episode Psychosis/Early Serious Mental Illness Committee** with NAMI in NH. Participated in the development of this initiative in NH, with a focus on creating a campaign to reduce stigma and increase connectedness for affected individuals and families in NH.
- Current Member of the **New Hampshire Mental Health Peer Alliance**. Developed a survey to be sent to individuals who self-identify as having mental health challenges to determine the priorities for the Alliance. Created marketing material and PowerPoint presentations for distribution that inform the viewer of the work of the Alliance and how they can get involved.



- Former Board of Directors Member for **New Hampshire Destination Imagination**, an organization that teaches children about creative problem solving and teamwork, while building confidence in the participants. Worked as the assistant training director, writing and presenting training to volunteers and participants.
- Current Member of the Planning and Implementation Committee led by NH DHHS for **988**, the new three-digit helpline for those experiencing a mental health crisis, which goes live in July 2022. Working specifically on Public Messaging and Communication as well as Training and Operations. Lending my voice of lived experience to the planning and implementation process.

#### EDUCATION

##### **Souhegan High School - Amherst, NH – HS Diploma (09/1998-06/2002)**

##### **Tufts University at the School of the Museum of Fine Arts – Boston, MA – BFA (09/2002-05/2005)**

- Majored in Photography with a Minor in Peace and Justice Studies.
- Completed 90 credits, Degree incomplete.

##### **Southern New Hampshire University – Manchester, NH – BA (09/2019-04/2021)**

- Bachelor's Degree in General Studies with a concentration in Psychology.
- 2 courses remain to earn my degree.
- 126 total credits earned and transferred in.

# Sheila Richard

[REDACTED]  
[REDACTED]  
[REDACTED]

## Work Experience

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### **Residential Peer Specialist**

On the Road to Wellness - Manchester, NH

March 2022 to Present

- Offer One-on-One support for Step-Up Step-Down Guests
- Maintain an environment that supports recovery
- Support Peer Support principles and values using Intentional Peer Support
- Facilitate Peer Support Activities with guests

### **Receptionist**

Families in Transition - Manchester, NH

January 2010 to October 2021

- Reception: direct phone calls; provide information on services offered in the community; greet and direct visitors
- Community Service Coordination
- Clerical duties: Scheduling, documenting; document typing; faxing, email communication, support to departments

## Education

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### **Associate in Human Services**

New Hampshire Community Technical College-Laconia - New Hampshire

August 1999 to June 2021

## Skills

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- Clerical Experience
- Front Desk
- Phone Etiquette
- Microsoft Word

## Shelby Hedlund

### EDUCATION

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#### SOUTHERN NEW HAMPSHIRE UNIVERSITY

Bachelor of Arts in Sociology

- GPA: 3.8 | President's List

Manchester, NH

Expected August 2024

### QUALIFICATIONS

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- New Hampshire Certified Peer Support Specialist
- Certified Wellness Recovery Action Plan (WRAP) Co-Facilitator
- Certified in Intentional Peer Support
- Certified Whole Health Action Management (WHAM) Facilitator
- Mental Health First Aide training

### RELEVANT EXPERIENCE

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#### STEP-UP STEP-DOWN PROGRAM, ON THE ROAD TO WELLNESS

*Peer Support Specialist*

- Utilize Wellness Recovery Action Plan and Intentional Peer Support to care for up to three program guests.
- Reinforce program rules and values to ensure emotional and physical safety for staff and guests.
- Provide on-call support to offer guidance to coworkers in addressing crisis situations.

Manchester, NH

August 2021 - Present

#### ON THE ROAD TO WELLNESS

*Program Director*

- Supervised 12 staff at two locations in providing guidance in peer support tasks, executing scheduled group meetings and organized activities, and facilities maintenance.
- Managed the recruitment process of 10-20 new staff to include onboarding, training, and leading staff meetings.
- Mentored staff by discussing peer support scenarios to identify best practices and provide emotional support
- Created monthly newsletter and calendar highlighting peer support group meetings, educational events, and field trips for members to uphold state deliverables.
- Facilitated the creation of kits containing emotional support resources, educational tools and art supplies that were delivered to 50 members' homes to provide continuous care while facilities were closed due to COVID-19 pandemic.

Manchester, NH

January 2018 - June 2021

#### CRISIS RESPITE, H.E.A.R.T.S PEER SUPPORT

*Peer Respite Staff*

- Incorporated Wellness Recovery Action Plan, and Intentional Peer Support practices to provide crisis support to guests to minimize inpatient hospitalizations.

Nashua, NH

February 2017 - January 2018

## Casey Ruane

[REDACTED]

Highly motivated, diligent, and honest aspiring professional willing to learn and eager to work.

### Work Experience

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#### **Peer Support Driver**

On The Road to Wellness-Derry, NH  
June 1, 2021 to present

Contact members in advance to schedule their transportation needs. Schedule and map the route(s) necessary to fulfill transportation needs. Pick up residents from their homes to the Center at the beginning of the day. Work with adults who have mental health challenges or a co-occurring disorder. Be willing to share my life experience while being aware that each person's road to recovery is unique. Complete all required documentation in a timely manner on a daily basis. Participate in team meetings, trainings and peer events and promote a recovery perspective.

#### **Maintenance**

PetSmart - Salem, NH  
August 2018 to November 2019

Responsibilities included sweeping, use of the commercial floor scrubbing/buffing machine, keeping restrooms stocked and cleaned, sanitizing pet areas, stocking shelves and overall assistance where needed.

#### **Food Service/Delivery Driver**

Giovanni's Pizza - Salem, NH  
September 2015 to June 2016

My daily responsibilities were offering exceptional customer service while taking and delivering orders in a timely manner. Navigation and organizational skills were needed and utilized.

#### **Food Service Worker**

Papa Gino's - Hudson, NH  
September 2014 to October 2015

My responsibilities included providing exceptional customer service while taking and delivering orders with accuracy.

#### **Sales Associate**

RadioShack - Derry, NH  
September 2012 to January 2013

Cashiering, sales and customer service, Planograms, stocking shelves and maintaining cleanliness of store.

### Education

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#### **Associate's Degree in Liberal Arts**

Northern Essex Community College - Haverhill, MA  
September 2005 to May 2007

### Skills

Hardworking, Attention to detail, Independent, Self-Directed, Works well with others

Janet Pushor

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Sept 2019 to Now (April 2022)**

Peer Support Specialist at On the Road to Wellness

45 South Main Street Derry, NH

Planning 45 minute educational/entertaining groups

Cleaning and maintaining the center

Listening to members and have an understanding of the benefits available in the area.

**Special Training**

Diversity and Cultural Competence

IPS training

Promoting Resiliency through Peer Support Whole Health

Action Planning for Prevention and Recovery

A half a dozen Co-Reflections

**October 2004 – 2019**

Certified Caregiver, First Aid trained.

Alliance Home Health Care

Hampstead NH. 603-3298288

Owner/Manager Mark Sweeney

Home Health Aide

In home health aide. Helping with everything from companionship to total personal care.

**September 2004 - October 2004**

[REDACTED]  
Private employer

Personal Care Assistant

[REDACTED] suffered from Pica disease. A dementia that destroys the frontal lobe.

She displayed aggressive bizarre behavior. ASSIST in bathing and all grooming, toileting, feeding. Helped with use of Incontinence items. Cooked, cleaned and ran errands for the family. Started at two days a week, progressed to five days a week eight hours a day.

**January 2001- August 2001**

[REDACTED]  
Private employer

Personal Care ASSISTant

[REDACTED] was suffering from emphysema.

Assisted in transfers, bathing, toileting, dressing and light housework.

**January 2001 - October 2001**

[REDACTED]  
Private employer

[REDACTED]  
Personal Care Assistant

[REDACTED] is a stroke victim.

Assisted with range of motion, physical therapy and speech therapy.  
Cooked and served lunch. Helped with bathing dressing and grooming.  
Two days a week, three hours a day.

**September 1997 - June 2001**

Pine Run Elder Reach

Home Health Care Service 215-348-7770

Caregiver

**Tender Care Home Health Agency**

**Derry NH. 603-434-2535**

**Personal Care Assistant**

**Companion and light housekeeping for elderly client. Two hours a day, five days a week.**

**September 2004 - October 2006**

**Silverthorne Adult Day Care**

**Salem, NH. 603-893-4799**

**Activities Mgr**

**Lead in exercises for the body and mind.**

**Serve lunch and see to toileting needs.**

**January 2002 - August 2004**

**Alterra Clare Bridge Cottage**

**Memory loss care facility**

**Dublin, PA. 215-249-1700**

**Resident Assistant**

**3-11 shift**

**ASSist with toileting, feeding, bathing grooming,**

**entertaining and putting to bed 26 residents**

**with varying degrees of dementia.**

**May 2003 - August 2004**

  
**Private employer**

**Personal Care ASSistant**

 **is a stroke victim. Left side is affected. Assisted with range of motion, physical therapy,**

**transfer, bathing, and dressing. Five days a week, three hours a day.**

**May 2000 - June 2002**

[REDACTED]

Private employer

Personal Care Assistant

[REDACTED] suffered from Pics disease. A dementia that destroys the frontal lobe.

She displayed aggressive bizarre behavior. ASSIST in bathing and all grooming, toileting, feeding. Helped with use of Incontinence items. Cooked, cleaned and ran errands for the family. Started at two days a week, progressed to five days a week eight hours a day.

**January 2001- August 2001**

[REDACTED]

Private employer

Personal Care ASSISTant

[REDACTED] was suffering from emphysema.

Assisted in transfers, bathing, toileting, dressing and light housework.

**January 2001 - October 2001**

[REDACTED]

Private employer

[REDACTED]

Personal Care Assistant

[REDACTED] is a stroke victim.

Assisted with range of motion, physical therapy and speech therapy.  
Cooked and served lunch. Helped with bathing dressing and grooming.  
Two days a week, three hours a day.

**September 1997 - June 2001**

Pine Run Elder Reach

Home Health Care Service 215-348-7770

Caregiver



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Trained to go into the community to assist the elderly still living at home to ensure they were safe and healthy.

Duties included total personal care, light housekeeping, cooking, transfers, driving clients to appointments, etc.

**1972 - 1997**

Worked in various retail stores as Manager, Assistant Manager sales person and stock clerk.

# Mallory Manning

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## Education:

Londonderry High School, Londonderry, NH	June 2014
Northern Essex Community College, Haverhill, MA	
Associate's Degree in Liberal Arts	May 2019

## Certifications

Peer Specialist	July 2021
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## Work Experience:

<i>Ticket Sales for Athletic Events</i>	January 2012-October 2013
Windham High School, Windham, NH	
I sold tickets and calculated change for many customers in a limited time	

<i>Hostess</i>	March 2014-August 2014
Cracker Barrel Old Country Store, Derry, NH	
Maintain an equal number of customers for each server	
Market special menu items to guests	
Service customer complaints	
I have seated over 100 guests in less than 30 minutes	

<i>Hostess</i>	April 2015-July 2015
Airport Diner, Manchester, NH	
Maintain an equal number of customers for each server	
Service customer complaints	
Answer telephone calls	
Take to-go orders and room service orders for the connecting hotel	
Cashier	
Deliver room service orders to hotel	
Assist servers	

<i>Cashier</i>	December 2016-November 2017
Hazelton Orchards, Chester, NH	
Cashier	
Restock produce	
Run pick-your-own stand	

- Create visual advertisements
- Service customer complaints
- Assist in taking down netting over blueberry fields at the end of the season

*Peer Support Facilitator*

March 2019-April 2021

On The Road to Wellness, Derry, NH

- Facilitate peer support groups
- Make and answer outreach calls with new and existing members
- Make lunch for members
- Various cleaning tasks
- Run workshop during retreat event
- Member of re-opening committee following COVID-19
- Hold key to cashbox and give out and record employee reimbursement for supplies
- Create "Member of the Month" board for members of the month
- Participate in one-on-one peer support with members
- Represent the center at town events
- Update job board
- Maintain a friendly and welcoming attitude
- Run a group at the Cypress Center about the Wellness Recovery Action Plan
- Show visitors around the center and inform them about programming
- Explain programming to members of the community at "Derryfest" town event

*Team Leader*

On The Road to Wellness, Derry, NH

April 2021-Current

- Hold all responsibilities of a peer support facilitator
- Delegate information from the Director of Operations to all members of the Derry staff
- In charge of training new hires
- Create the schedule for Derry staff
- Assist Director of Operations in planning educational events and field trips
- Create an activity for the "DerryFest" town event
- Create a winter clothing drive outreach event
- Run community meetings
- Respond to Facebook messages from potential members
- Create social media posts for the organization
- Organize monthly paperwork for statistics
- Schedule and run Derry staff meetings

*Peer Support Driver*

On The Road to Wellness, Derry, NH

August 2021-Current

- Drive members home at the end of the day

Pick-up members in the mornings when the morning driver is out  
Drive members to field trips and other off-site events  
Deliver newsletters to local businesses and organizations  
Bring recyclables to the Derry Transfer Station  
Pick up and deliver supplies from the Manchester Center to the Derry Center

**Trainings:**

Conflict Resolution	May 2019
2 Day WRAP Seminar I	November 2019
Intentional Peer Support Core	December 2019
Promoting Resiliency through Peer Support Whole Health	April 2021
NSC Defensive Driving Course	August 2021
Diversity and Cultural Competence	October 2021

**Technical Skills:**

Microsoft Office: Word, Excel, PowerPoint, Publisher  
Social Media: YouTube, Facebook, Instagram, Twitter, TikTok, Reddit

# ***RENEE ROUTHIER***

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## **SUMMARY OF QUALIFICATIONS:**

Certified Peer Specialist looking for a position in Peer Support: doing, but not limited to, Facilitation of groups, one-on-one peer support, outreach calling, activities, etc.

### **Skill Proficiencies**

- Certified Peer Specialist
- Intentional Peer Support
- WRAP
- WHAM
- One-on-one peer support

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## **EDUCATION**

Credits earned in Accounting/Finance equal to Junior year in College

Southern New Hampshire University, Manchester, NH

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## **PROFESSIONAL EXPERIENCE**

On The Road To Wellness

5/2018 to present

### **Peer Support Facilitator**

Planning and facilitating peer support groups both informational and fun.

Worked as a Team Leader for a short time.

Outreach Calling to check on members and their wellbeing.

One-on-one peer support of members and others who attend the Center or call in.

Balancing the cash for the café, buying the supplies, doing banking to cash in ones and coins.

Hitachi Cable America, Inc.

9/2016 to 5/2017

### **Payable/Payroll Assistant**

Processing Accounts Payable in proven batches, proving statements from vendors and communicating with vendors researching problems with invoices.

Processing Payroll with time card information in ADP on a weekly basis including, but not limited to, proving timecards, processing advances, processing changes in deductions, etc...

Also assisted with Receptionist duties.

*Continued...*

Accountemps/Robert Half International, Inc.

11/2015-9/2016

**Accounts Payable/Payroll Assistant**

Processing Accounts Payable in proven batches, proving statements from vendors and communicating with vendors researching problems with invoices.

Processing Payroll with time card information in ADP on a weekly basis including, but not limited to, proving timecards, processing advances, processing changes in deductions, etc...

Also assisted with Receptionist duties. This was a temp to hire position.

Town of Derry, NH

3/2006 to 3/2016

**Supervisor of the Checklist**

- responsibilities include registering voters, running the registration portion at the polls, doing change requests, answering questions on voting registration and the like. Chairman for the last 4 years.

**Self employed Bookkeeper and Tax preparer**

1/2003 to present

- responsibilities included bank reconciliation, accounts payable, accounts receivable, input into Quickbooks, general ledger and financial reporting to customer.

Circle of L.I.F.E.

9/2006 through 4/2008

**Driver/Arts & Crafts Instructor/Computer Class Instructor**

- Drove 60 mile one way pick up route to bring psychologically disabled persons to activities and classes at the Circle of L.I.F.E. Later changed to instructing Arts & Crafts class where I planned activities and
- instructed members on completing the crafts. Also taught the Computer class by teaching use of Windows, handling and assembling hardware and Microsoft Word use.

Accountemps

2005

**Accounting/Bookkeeping Assignment**

Temporary Agency assigned me to a lawyer's office to

- Perform Accounts Receivable reconciliations, Bank reconciliations and any other detailed research needed for their and client's books.

**Key Contributions:**

- Detailed research in balancing over a year's worth of bank reconciliations
- Detailed research and matching of Accounts Receivable and bank transactions

MayzieLynn Leeman



## Work Experience

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### **McDonalds Crew Member**

McDonald's - Manchester, NH

July 2020 to December 2020

## Education

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**High school diploma**

## Skills

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- Food service
- Stocking
- Basic math
- Cleaning
- Retail sales
- Driving
- Cooking
- Cashiering
- Customer Service
- Organizational Skills
- Supervising Experience
- Sales
- Customer support





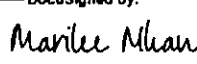
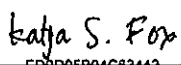
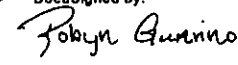
Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-07)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Alternative Life Center		1.4 Contractor Address 6 Main Street Conway, NH 03818	
1.5 Contractor Phone Number (603) 447-1765	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$1,245,310
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Marilee Nihan Acting Director, Court App	
1.13 State Agency Signature DocuSigned by:  Date: 6/6/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/7/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.
- 1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 1.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.
- 1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:
  - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
  - 1.6.2. May include individuals who are homeless.
- 1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.8. Peer Support Services:
  - 1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:
    - 1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:
      - 1.8.1.1.1. Intentional Peer Support (IPS).
      - 1.8.1.1.2. Wellness Recovery Action Planning.

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Peer Support Agencies**

**EXHIBIT B**

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- 1.8.1.1.3. Whole Health Management.
- 1.8.1.1.4. Setting boundaries.
- 1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.
- 1.8.1.1.6. Wellness.
- 1.8.1.1.7. Stress management.
- 1.8.1.1.8. Addressing trauma.
- 1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 1.8.1.2.1. Smoking cessation.
  - 1.8.1.2.2. Weight loss.
  - 1.8.1.2.3. Nutrition and Cooking.
  - 1.8.1.2.4. Physical exercise.
  - 1.8.1.2.5. Mindfulness activities including, but not limited to:
    - 1.8.1.2.5.1. Yoga.
    - 1.8.1.2.5.2. Meditation.
    - 1.8.1.2.5.3. Journaling.
- 1.8.1.3. A minimum of four (4) activity groups per week that provide positive skill-building activities which may include, but are not limited to:
  - 1.8.1.3.1. Arts and crafts.
  - 1.8.1.3.2. Music expression.
  - 1.8.1.3.3. Creative writing.
  - 1.8.1.3.4. Cooking.
  - 1.8.1.3.5. Sewing.
  - 1.8.1.3.6. Gardening.
  - 1.8.1.3.7. Movies.
- 1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

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Peer Support Agencies

EXHIBIT B

- 1.8.1.4.1. Online blogs or articles that relate to mental health.
- 1.8.1.4.2. Obtaining employment.
- 1.8.1.4.3. Budgeting.
- 1.8.1.4.4. Decision-making.
- 1.8.1.4.5. Self-advocacy.
- 1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:
  - 1.8.2.1. Visiting a natural setting.
  - 1.8.2.2. Volunteering opportunities.
  - 1.8.2.3. Visiting a museum.
  - 1.8.2.4. Visiting a local historical site.
  - 1.8.2.5. Visiting local farms or gardens.
- 1.8.3. The Contractor shall ensure PSA's are:
  - 1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
  - 1.8.3.2. At a physical location and/or building that is:
    - 1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and
    - 1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.
- 1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:
  - 1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
  - 1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.
- 1.8.5. The Contractor shall provide PSA's based on the Substance Abuse



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Peer Support Agencies**

**EXHIBIT B**

and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

- 1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;
  - 1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;
  - 1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;
  - 1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;
  - 1.8.5.5. Encourages informed decision-making about all aspects of people's lives;
  - 1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - 1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and
  - 1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.
- 1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:
- 1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;
  - 1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and
  - 1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:
    - 1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

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- 1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;
  - 1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;
  - 1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and
  - 1.8.6.3.5. May include outreach calls.
- 1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:
- 1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;
  - 1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;
  - 1.8.7.3. Include member articles and contributions; and
  - 1.8.7.4. Include other relevant topics that might be of interest to members and participants.
- 1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:
- 1.8.8.1. Rights Protection.
  - 1.8.8.2. Peer Advocacy.
  - 1.8.8.3. Recovery.
  - 1.8.8.4. Employment.
  - 1.8.8.5. Wellness Management.
  - 1.8.8.6. Community Resources.
- 1.8.9. The Contractor shall provide individual peer support services to ensure individuals:
- 1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and
- 1.8.9.3. Can self-advocate.
- 1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:
  - 1.8.10.1. Information relative to obtaining and maintaining competitive employment.
  - 1.8.10.2. Referrals to community mental health center employment programs.
  - 1.8.10.3. Employment-related activities that include, but are not limited to:
    - 1.8.10.3.1. Resume writing.
    - 1.8.10.3.2. Interviewing techniques.
    - 1.8.10.3.3. Completing employment applications.
- 1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:
  - 1.8.11.1. Stigma of mental illness, wellness and recovery;
  - 1.8.11.2. Peer support and wellness services; and
  - 1.8.11.3. The peer support community.
- 1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:
  - 1.8.12.1. Preparing for appointments.
  - 1.8.12.2. Taking notes.
  - 1.8.12.3. Utilizing the physician's desk reference book as a resource.
- 1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.
- 1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:
  - 1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from their

**New Hampshire Department of Health and Human Services  
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homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

- 1.8.14.1.1. Peer support services.
- 1.8.14.1.2. Wellness and recovery activities.
- 1.8.14.1.3. Annual conferences.
- 1.8.14.1.4. Regional meetings.
- 1.8.14.1.5. Council meetings.
- 1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:
  - 1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.
  - 1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.
  - 1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.
- 1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.
- 1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.
- 1.8.14.5. Acknowledge funding from the Department to support transportation costs:
  - 1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.
  - 1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership

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application to join and support the activities and mission of the PSA.

- 1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:
  - 1.8.16.1. The minimum engagement policy.
  - 1.8.16.2. Suspension of membership policy.
  - 1.8.16.3. Membership rules.
  - 1.8.16.4. Attestation that the consumer supports the mission of the PSA.
- 1.8.17. The Contractor shall provide services to:
  - 1.8.17.1. Both members and non-members.
  - 1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.
- 1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
  - 1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
  - 1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
    - 1.8.19.1.1. Individuals name.
    - 1.8.19.1.2. Date of written grievance.
    - 1.8.19.1.3. Nature and subject of the grievance.
    - 1.8.19.1.4. A method to submit an anonymous grievance.
  - 1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
  - 1.8.19.3. A method to track grievances.
  - 1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

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- 1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.
- 1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.
- 1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.
- 1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.
- 1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.
- 1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:
  - 1.8.25.1. Mental health service providers.
  - 1.8.25.2. Area homeless shelters.
  - 1.8.25.3. Community action programs.
  - 1.8.25.4. Housing agencies.
- 1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.
- 1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:
  - 1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

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- 1.8.27.2. Any review may result in a report and potential corrective action plan.
- 1.8.28. The Contractor shall participate in quality assurance reviews as follows:
  - 1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.
  - 1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:
    - 1.8.28.2.1. Data.
    - 1.8.28.2.2. Financial records.
    - 1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.5. Scheduled phone access to Contractor principals and staff.
- 1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
  - 1.8.29.1. Participating in bi-annual quality improvement review.
  - 1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
  - 1.8.29.4. Reviewing personnel files for completeness.
  - 1.8.29.5. Reviewing the grievance process.
- 1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.
- 1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.
- 1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

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- 1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
  - 1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.
  - 1.8.33.3. Annual wellness training is available to staff.
  - 1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.
  - 1.8.33.5. All personnel and training records are current and available to the Department, as requested.
- 1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
- 1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:
- 1.8.35.1. The individual's name is on the BEAS State Registry;
  - 1.8.35.2. The individual has a criminal record of a felony conviction; or
  - 1.8.35.3. The individual has a record of any misdemeanor conviction involving:
    - 1.8.35.3.1. Physical or sexual assault;
    - 1.8.35.3.2. Violence;
    - 1.8.35.3.3. Exploitation;
    - 1.8.35.3.4. Child pornography;
    - 1.8.35.3.5. Threatening or reckless conduct;
    - 1.8.35.3.6. Theft;
    - 1.8.35.3.7. Driving under the influence of drugs or alcohol;or

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- 1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
- 1.11.1. Personnel records.
  - 1.11.2. Financial records.
  - 1.11.3. Program data files.
- 1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.
- 1.13. Reporting
- 1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
    - 1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.
    - 1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.
    - 1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:
      - 1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.
      - 1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
    - 1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

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- 1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
- 1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
- 1.13.1.7. Quarterly revenue and expenses by cost, category and locations.
- 1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.
- 1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.
- 1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
  - 1.13.3.1. Community outreach activities as outlined in the Statement of Work.
  - 1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.
  - 1.13.3.4. Statistical data including, but not limited to:
    - 1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.
    - 1.13.3.4.2. Program utilization data.
    - 1.13.3.4.3. Number of telephone peer support outreach contacts.
    - 1.13.3.4.4. Number and description of outreach activities.
    - 1.13.3.4.5. Number and description of educational events provided on-site and in the community.

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- 1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.
  - 1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:
    - 1.13.3.6.1. Executive Director's report.
    - 1.13.3.6.2. Board of Directors roster.
  - 1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:
    - 1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.
    - 1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.
    - 1.13.4.3. The contract shall provide the following reports as determined by the department:
      - 1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.
  - 1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.
  - 1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.
  - 1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.
- 1.14. Performance Measures
- 1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.
  - 1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
  - 1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

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1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

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Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.3.3.1. Brochures.
  - 3.3.3.2. Resource directories.
  - 3.3.3.3. Protocols or guidelines.
  - 3.3.3.4. Posters.
  - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

- 3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**4. Records**

- 4.1. The Contractor shall keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

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or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
  - 1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
  - 3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
  - 3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to:

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Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. 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.
8. Audits
  - 8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.
  - 8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) 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.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
9. Property Standards
  - 9.1. Insurance coverage.



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9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.

9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.

9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

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provide for competition to the extent practicable and result in the highest possible return.

- 9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

**9.3. Equipment.**

9.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

9.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

9.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

9.3.2.2. Not encumber the property without approval of the State.

9.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

**9.3.3. Use.**

9.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that

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such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

- 9.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- 9.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:
  - 9.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  - 9.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
  - 9.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  - 9.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
  - 9.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or

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Peer Support Agencies**

**EXHIBIT C**

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

- 9.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
- 9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
- 9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- 9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

**10. Property Trust Relationship and Liens**

10.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR 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.

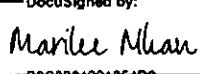
Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name: Alternative Life Center

6/6/2022

Date

DocuSigned by:  
  
DocID: 122107400  
 Name: Martiée Nihan  
 Title: Acting Director, Court App



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1:11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Alternative Life Center

6/6/2022

Date

DocuSigned by:

*Martee Nihan*

Name: Martee Nihan

Title: Acting Director, Court App

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MN

Vendor Initials

Date 6/6/2022

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





New Hampshire Department of Health and Human Services  
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements, in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Alternative Life Center

6/6/2022

Date

DocuSigned by:  
*Marilee Nihan*  
Name: Marilee Nihan  
Title: Acting Director, Court App

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Contractor Initials  
Date 6/6/2022

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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MN

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Alternative Life Center

6/6/2022

Date

DocuSigned by:

*Marilee Nihan*

Name: Marilee Nihan

Title: Acting Director, Court App

Exhibit G

Contractor Initials

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MN

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Alternative Life Center

6/6/2022

Date

DocuSigned by:

*Marilee Nihan*

Name: Marilee Nihan

Title: Acting Director, Court App



## 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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Contractor Initials

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Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

- i. **“Required by Law”** shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **“Security Rule”** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **“Unsecured Protected Health Information”** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials DS MN

Date 6/6/2022



New Hampshire Department of Health and Human Services.

Exhibit I


Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving <sup>PHI</sup> 

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Contractor Initials \_\_\_\_\_

Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

3/2014

Contractor Initials MN

Date 6/6/2022





## New Hampshire Department of Health and Human Services

## Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. MN

3/2014

Contractor Initials

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Date



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State by:

*Katja S. Fox*

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative  
Director

Title of Authorized Representative

6/6/2022

Date

Alternative Life Center

Name of the Contractor

*Marilee Nihan*

Signature of Authorized Representative

Marilee Nihan

Name of Authorized Representative

Acting Director, Court App

Title of Authorized Representative

6/6/2022

Date

DS  
*MN*



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: Alternative Life Center

6/6/2022

Date

DocuSigned by:

*Marilee Nihan*

Name: Marilee Nihan

Title: Acting Director, Court App

DS  
MN

Contractor Initials

6/6/2022

Date



New Hampshire Department of Health and Human Services  
Exhibit J

**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 115664687

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: <u>Shawn Cardi</u>	Amount: <u>\$40,000</u>
Name: <u>Joanne Hill</u>	Amount: <u>\$40,000</u>
Name: <u>Ellen Tavino</u>	Amount: <u>\$17,000 Part time</u>
Name: <u>Jodi Collins</u>	Amount: <u>\$17,000 Part time</u>

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

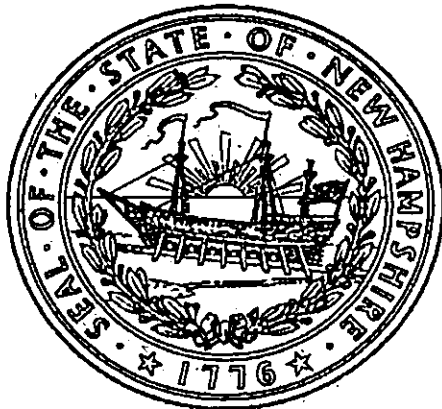
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE ALTERNATIVE LIFE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 15, 1999. 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: 307757

Certificate Number: 0005785211



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

THE STATE OF NEW HAMPSHIRE

GRAFTON, SS.

SUPERIOR COURT

Attorney General,  
Director of Charitable Trusts

v.

The Alternative Life Center

**[PROPOSED] ORDER FOR APPOINTMENT OF RECEIVER  
OVER THE ALTERNATIVE LIFE CENTER AND RELATED RELIEF**

The Attorney General, Director of Charitable Trusts (“the Director”) filed a Complaint for Appointment of a Receiver and Declaratory Judgment as to Authority of Directors, seeking, among other relief, the appointment of a receiver over The Alternative Life Center (“ALC”), arising out of its management and governance as set forth in the Complaint. After considering the Complaint, the Ex Parte Motion for Appointment of Receiver, the Affidavit of Juliánne Carbin, and other documents and statements of counsel, the Court finds that the Director has met his burden of proof and issues the following Order:

1. Effective as of the date of this order, Marilee Nihan of Bow is appointed as receiver of ALC with all powers under the articles of agreement and by-laws of ALC and the laws of the State of New Hampshire to act as the officers and directors of ALC. Without limiting the generality of the foregoing, the receiver is granted all necessary power and authority to: take custody and control of all of ALC's property; operate ALC's programs; conserve and/or expend assets as appropriate and lawful; make or authorize such payments and disbursements from the funds and assets taken into control or thereafter received by the receiver and authorize



True Copy Attest

*D. J. Nihan*

the incurrence of such expenses and make, or authorize the making of such agreements as may be reasonable, necessary and advisable in discharging the receiver's duties; assume control of, and be named signatory for, all accounts at any bank, brokerage firm or financial institution which has possession, custody or control of any assets or funds; manage employment matters including making decisions regarding the retention, allocation, and/or termination of staff; if appropriate, recruit new directors subject to approval of this Court; obtain full and complete access to all books and records; review and analyze all records of ALC with respect to billing, receipt, and expenditure of funds; collect receivables and initiate actions determined by the receiver as necessary or appropriate to preserve the rights of ALC in any claims; determine appropriate levels of insurance coverage; ensure proper licensing; and file all appropriate and necessary reports and forms with federal and state entities, including, but not limited to the Internal Revenue Service, Secretary of State, and the Charitable Trusts Unit.

2. Specifically, the receiver and her agents have the authority to enter and take control of the facilities of ALC and its contents at Littleton, Conway, Colebrook, and Berlin, New Hampshire. ALC, its agents and employees, shall offer their cooperation to the receiver and shall immediately turn over to her control all ALC assets, including ALC facilities, vehicles, equipment, keys, business and financial records, human resource records, programmatic records, electronic records, computers, account passwords, and operational procedures so that the receiver may meet her responsibilities.

3. The receiver shall be responsible for determining, as a preliminary matter, whether ALC can be a viable independent organization moving forward and how best to ensure the continuity of services to the communities it serves.



True Copy Attest

*David P. Carlson*

David P. Carlson, Clerk of Court

July 22, 2021



4. The Court shall schedule a status conference for approximately thirty (30) days from the date of this Order. The receiver shall be required to attend this conference for the purposes of discussing and determining an appropriate course of action, as well as any other issues as necessary. A further order of the Court may be issued following that hearing.

5. Commencing October 31, 2021, the receiver shall file quarterly reports with this Court regarding her progress, and the status of resolving ALC's financial, governance, and management issues. The receiver may request a hearing before the Court at her discretion to address any matters under her jurisdiction.

6. The receiver is authorized to charge ALC for her services at a rate of \$90 per hour up to \$30,000 based upon billing submitted for approval to the Director of Charitable Trusts. The receiver may also incur reasonable and necessary expenses necessary to her work as receiver, except she shall not charge ALC for her travel time nor for her mileage expense. The receiver may apply to the Court should she seek additional compensation for her services. Any party may request a hearing on the receiver's bill(s), which the Court will schedule at its discretion. The receiver may also be permitted to withdraw upon motion to the Court if ALC shall fail to make payment as required herein.

7. The receiver shall not be required to post a bond.

8. The receiver may retain at her discretion agents to assist her with her work. So long as those agents are not compensated by ALC, no further approval is required. Should the receiver determine it necessary to retain additional paid persons to assist her in her work (other than current employees or their replacements, and who are not officers or directors), she shall file a motion requesting authority to take such action with the Court.



True Copy Attest

*D. P. Carlson*  
David P. Carlson, Clerk of Court

July 22, 2021

9. / In furtherance of her responsibilities, the receiver is authorized to communicate with, and/or serve this Order upon, any person, entity or government office she deems appropriate to inform them of the status of this matter and/or the financial condition of ALC.

10. Subject to payment for services provided after the date of this order, any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to ALC shall maintain such service.

11. All banks, financial institutions and other business entities which have possession, custody or control of any assets, funds or accounts in the name of ALC shall cooperate expeditiously in the granting of control and authorization as a necessary signatory as to said assets and account to the receiver.

12. Except for acts of gross negligence, the receiver shall not be liable for any loss or damage to ALC by reason of any act performed or omitted to be performed by the receiver in connection with the discharge of the receiver's duties and responsibilities and shall not be liable for any debts or claims of creditors of ALC, whether the same shall arise before or after the appointment of the receiver.

13. The Court, upon its own motion, or upon motion by the receiver or the Director of Charitable Trusts, may terminate the appointment of the receiver when the issues set forth in the Complaint have been satisfactorily addressed.

14. The Court accepts the action by consent of the remaining directors of ALC to suspend their authority. The Receiver may consult with, but is not required to follow the direction of, those directors.



True Copy Attest

A handwritten signature in black ink, appearing to read "D. Carlson".

David P. Carlson, Clerk of Court

July 22, 2021

15. This Order concerns the appointment of a receiver and ancillary relief. Nothing in this order shall limit the authority of the Director of Charitable Trusts to bring any other necessary enforcement action against ALC, its directors, officers, employees or agents, as it deems necessary under its common law and/or statutory authority, in any appropriate judicial forum.

SO ORDERED.

July \_\_\_\_, 2021

/s/ Peter H. Bornstein

Honorable Peter H. Bornstein

July 21, 2021

Presiding Justice

Clerk's Notice of Decision  
Document Sent to Parties  
on 07/22/2021



True Copy Attest

*D.P.C.*

David P. Carlson, Clerk of Court

July 22, 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/08/2021

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).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>FAX (A/C, No):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.net																					
<b>INSURED</b>  Alternative Life Center c/o Debit One 41 Washington Street Conway NH 03818	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Wesco Insurance Co</td> <td>25011</td> </tr> <tr> <td>INSURER C:</td> <td>Mount Vernon Insurance Company</td> <td>26522</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Insurance Co		INSURER B:	Wesco Insurance Co	25011	INSURER C:	Mount Vernon Insurance Company	26522	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

**COVERAGES**                      **CERTIFICATE NUMBER:** 2021                      **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2334661	10/25/2021	10/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 50,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2334662	10/25/2021	10/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED   RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3550808	10/20/2021	10/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors and Officers			NDO2552060D	10/25/2021	10/25/2022	Per claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

locations:  
 6 Main Street, Conway, NH  
 27 Lombard Street, Colebrook, NH  
 567 Main Street, Berlin, NH  
 33 Main Street, Littleton, NH  
 Employee Dishonesty Coverage \$37,500

<b>CERTIFICATE HOLDER</b>  NH DHHS DBH 129 Pleasant Street  Concord NH 03301	<b>CANCELLATION</b>  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  
---	--



## **Alternative Life Center**

### **"Mission Statement"**

***"Our Mission is to provide a sanctuary where people, eighteen years and older, learn to create a personal vision leading their own recovery. The journey towards recovery occurs in a compassionate atmosphere through education, peer support, sharing of common experiences and utilizing individual as well as community resources."***



Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION FOR BEHAVIORAL HEALTH*  
*BUREAU OF MENTAL HEALTH SERVICES*

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
Fax: 603-271-5058 TDD Access: 1-800-735-2964 [www.dhhs.nh.gov](http://www.dhhs.nh.gov)

April 27, 2022

Marilee Nihan  
The Alternative Life Center  
33 Main St, Suite 203 & 204  
Littleton, NH 03785

Dear Marilee:

Thank you for submitting the annual independently reviewed financial statements of The Alternative Life Center (ALC), as required by He-M 402.04(d). The Department is aware that, prior to your appointment by the Grafton County Superior Court as receiver of ALC, there were discrepancies in documentation that have impacted the auditor's ability to complete the audit for State Fiscal Year (SFY) 2021. Given the circumstances, however, and in order for the receivership to continue moving forward, the Department accepts the independent financial statements for SFY 2021 in the form in which it was submitted.

Sincerely,

A handwritten signature in black ink that reads "Julianne Carbin".

Julianne Carbin, MSW  
Director  
Bureau of Mental Health Services  
(603) 271-8378  
[Julianne.Carbin@dhhs.nh.gov](mailto:Julianne.Carbin@dhhs.nh.gov)

cc: Marilee Nihan, court-appointed receiver for ALC  
Tanja Godtfredsen, DHHS DBH Finance  
Ayla Kendall, DHHS BMHS

**6. Board of Directors List**

**Please see Court-Ordered Receivership**

# Shawn Cardi

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## OBJECTIVE

To challenge myself and grow in my position and life.

---

## EDUCATION

2021	Recovery Coach
2019.	Intentional Peer Support Certified
2009	G.E. D

---

## WORK EXPERIENCE

December 2019- Present

### **Alternative Life Center-Littleton**

Started as floor staff and currently Team Leader. Duties include but not limited to, facilitating support/wellness groups, maintaining Statistics for Region 1, assisting other locations within our region, assisting with warmline, overseeing outreach within the Littleton catchment area.

October 2019- December 2019.

### **Dunkins**

Duties included opening/closing the store, communicating effectively and efficiently with customers.

February 2018- September 2019.

### **Genfoot**

Manufacturing and producing products within time lines provided by company.

## SKILLS



# Shawn Cardi

Computer literate, effective communication skills, and a team player. Proficient writing skills. Ability to learn quickly and adapt to new tasks.

---

## REFERENCES

Available upon request.



# Jodi Collins



Original Uploaded By: 62963332600-8300-4230-4676-NEA1138

## PROFESSIONAL SUMMARY

Peer Support worker with proven ability to build trusting relationships with clients. Caring with genuine concern for wellbeing of peers.

## SKILLS

- Relationship Development
- Understanding of Policies and Procedures.
- Service-Oriented
- Staff Supervision
- Classroom Observation
- Student Ability Evaluation
- Attention to daily living with the elderly

## WORK HISTORY

### PEER SUPPORT WORKER / TEAM LEADER

09/2010 to CURRENT

The Alternative Life Center | Conway, N.H.

- Built relationships with others based upon trust and honesty by using active listening and strong communication skills.
- Interaction with members through a non-profit program which aims to enable people through peer support to be better on their own.
- Responsible for daily operations of Conway Peer Support center.

### SERVER / BARTENDER

09/2004 to 12/2016

Peking Sunrise | Conway, NH

- Cultivated warm relationships with regular customers.
- Explained menu items and suggested appropriate options for food allergy concerns.
- Bussed and reset tables to keep dining room and work areas clean.

### 1:1 HEALTHCARE AIDE

02/2005 to 06/2015

SAU 9 Conway School District | Conway, NH

- Provided mobility assistance such as walking and regular exercising.
- Assisted with daily school assignments.

### LNA

09/1994 to 08/2005

Sunbridge Care And Rehabilitation | Conway, NH

- Facilitated personal hygiene management, feeding and ambulation.
- Maintained patient stability by checking vital signs and weight and recording intake and outtake information.

## EDUCATION

Associate of Arts | Licenced Nursing Assistant  
American Red Cross, Haverhill, Massachusetts

- Continuing education in Nursing Assistance

1993

# Joanne Hill

## Objective:

- Obtain a position where I can utilize my acquired skills and advance my experiences in serving the public.

## Work History & Responsibilities:

**Assistant Director for Region 1 ALC** 2015 - present  
**Peer Support Specialist for Littleton Northern Human Services** 2015 - present

### Team Leader

The Alternative Life Center, the Haven in Colebrook NH; 2007-present  
Oversee staff and members  
Help members become more secure with themselves and the community  
Assist members with WRAP Programs and IPS  
Represent the Haven at the Resource Committee

### Waitress & Bartender

Colebrook Country Club & Cedar Lounge in Colebrook NH; 1998-2006  
Assist with service planning, functions, and finances.  
Deescalated potentially dangerous situations.

### Patient Advocate

UCVMHS and Vershire Center in Colebrook NH; 1994-1998  
Oversee individuals' finances, housing and medications  
Documentation for state data and monthly progress reports  
Social communications and ADL skills

### Behavior Specialist Assistant

Leominster Day Habilitation Center in Leominster MA; 1992-1993  
Taught and supervised staff as to the implementation of behavioral programs within center and independent group homes  
Documented information for evaluation, reassessments and Senior Case Manager  
Organized and managed human rights committee meetings for district  
Appointed representative for semi-annual and annual meetings for district

### Vocational Instructor

Leominster Day Habilitation Center in Leominster MA; 1987-1992  
Taught vocational, social, communicative and daily living skills  
Implemented behavior programs as assigned  
Documented data and monthly progress reports

## Education & Certifications:

Bachelor of Science: Human Services 2008  
Associate of Arts: Arts 1983

Wellness Recovery Action Plan (WRAP) certified  
Intentional Peer Support Specialist (IPS) certified

# ELLEN TAVINO

**OBJECTIVE** | To continue working at the Alternative Life Center

**SKILLS & ABILITIES** |

- Able to effectively communicate with supervisor, staff, and members at a Peer Support Center
- Am able to complete a statistical report for a Peer Support Center
- Am responsible for a monthly calendar and The Alternative Life Center's monthly newsletter.
- Able to write items for press, and other entities as needed. (Am a published poet.)

**EXPERIENCE** |

**THE ALTERNATIVE LIFE CENTER  
2003 TO CURRENT**

Am responsible for the day-to-day operation of a Peer Support Center: Serenity Steps. My current role is as Team Leader

**PEER SUPPORT WORKER (NORTHERN HUMAN SERVICES)**

Provided peer support services to individuals with mental health challenges, for approximately two years. (Left to work at The Alternative Life Center))

**Day Habilitation Aid (Volunteer) (NORTHERN HUMAN SERVICES)**

Was assisting in teaching Daily living skills, language development, and community integration for severely intellectually impaired individuals for approximately 10 years

**EDUCATION**

**LYNDON STATE COLLEGE 1983**

B.S.in Behavioral Sciences

Received the Rita Boyle Award for academic achievement

**PROFESSIONAL ACHIEVEMENTS** |

**Certified in Intentional Peer Support,  
Certified Facilitator of Wellness Recovery Action Planning (WRAP)  
Have Successful Completed Annual Trainings in:**

- Intentional Peer Support
- Warmline
- Conflict Resolution
- Sexual Harassment
- Member/Client Rights

**References Available Upon Request**

**ALTERNATIVE LIFE CENTER**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Vacant	Executive Director	\$60,000
Shawn Cardi	Team Leader-Littleton	\$40,000
Jodi Collins	Team Leader-Conway	\$17,000 Part Time
Joanne Hill	Team Leader-Colebrook	\$40,000
Ellen Tavino	Team Leader-Berlin	\$17,000 Part Time

Subject: Peer Support Agencies (RFA-2023-BMHS-01-PEERS-08)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Stepping Stone Drop-In Center Association		1.4 Contractor Address 108 Pleasant Street Claremont, NH 03743	
1.5 Contractor Phone Number (603) 543-1388	1.6 Account Number 010-092-4117-102-0731 JN 92204117; 010-092-4118-102-0731 JN 92204118; 010-092-4120-074-0589 JN 92204120	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$974,272
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Paul J. Marinelli</i> Date: 6/3/2022		1.12 Name and Title of Contractor Signatory Paul J. Marinelli Treasurer	
1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 6/10/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Polyn Quirino</i> On: 6/13/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

PJM

Date 6/3/2022



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.

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Peer Support Agencies**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall operate a Peer Support Agency (PSA) in this agreement for individuals 18 years of age or older who self-identify as a current recipient of mental health services or former recipient of mental health services, or who are at a significant risk of becoming a recipient of mental health services.
- 1.2. The Contractor shall ensure services are available to individuals statewide and the physical location be located in Region 2.
- 1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor shall function as a PSA and provide peer support services to individuals living in New Hampshire with mental illness in accordance with NH Administrative Rule, He-M 400, Community Mental Health, Part 02, Peer Support, referred to as He-M 402.
- 1.6. The Contractor shall provide mental health peer support services to individuals who are 18 years of age or older who:
  - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
  - 1.6.2. May include individuals who are homeless.
- 1.7. The Contractor shall agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.8. Peer Support Services:
  - 1.8.1. The Contractor shall provide a minimum of 15 hours of on-site programming at each center each week, and of those 15 hours, up to five (5) hours each week may be conducted in the center's community or region, as approved by the Department. The Contractor shall provide services that include, but are not limited to:
    - 1.8.1.1. A minimum of five (5) separate discussion groups per week, with a new topic introduced each month, that address emotional wellbeing topics, which may include, but are not limited to:
      - 1.8.1.1.1. Intentional Peer Support (IPS).
      - 1.8.1.1.2. Wellness Recovery Action Planning.

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- 1.8.1.1.3. Whole Health Management.
- 1.8.1.1.4. Setting boundaries.
- 1.8.1.1.5. Positive thinking, including the reduction of negative or intrusive thoughts, and management of emotional states.
- 1.8.1.1.6. Wellness.
- 1.8.1.1.7. Stress management.
- 1.8.1.1.8. Addressing trauma.
- 1.8.1.2. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 1.8.1.2.1. Smoking cessation.
  - 1.8.1.2.2. Weight loss.
  - 1.8.1.2.3. Nutrition and Cooking.
  - 1.8.1.2.4. Physical exercise.
  - 1.8.1.2.5. Mindfulness activities including, but not limited to:
    - 1.8.1.2.5.1. Yoga.
    - 1.8.1.2.5.2. Meditation.
    - 1.8.1.2.5.3. Journaling.
- 1.8.1.3. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
  - 1.8.1.3.1. Arts and crafts.
  - 1.8.1.3.2. Music expression.
  - 1.8.1.3.3. Creative writing.
  - 1.8.1.3.4. Cooking.
  - 1.8.1.3.5. Sewing.
  - 1.8.1.3.6. Gardening.
  - 1.8.1.3.7. Movies.
- 1.8.1.4. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:

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- 1.8.1.4.1. Online blogs or articles that relate to mental health.
- 1.8.1.4.2. Obtaining employment.
- 1.8.1.4.3. Budgeting.
- 1.8.1.4.4. Decision-making.
- 1.8.1.4.5. Self-advocacy.
- 1.8.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per quarter for activities that may include, but are not limited to:
  - 1.8.2.1. Visiting a natural setting.
  - 1.8.2.2. Volunteering opportunities.
  - 1.8.2.3. Visiting a museum.
  - 1.8.2.4. Visiting a local historical site.
  - 1.8.2.5. Visiting local farms or gardens.
- 1.8.3. The Contractor shall ensure PSA's are:
  - 1.8.3.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
  - 1.8.3.2. At a physical location and/or building that is:
    - 1.8.3.2.1. In compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval; and
    - 1.8.3.2.2. Open a minimum of eight (8) hours per day, five-and-a-half (5 ½) days per week, or the hourly equivalent thereof.
- 1.8.4. The Contractor shall ensure PSA's are provided for individuals and by individuals with lived experience with mental illness and recovery. The Contractor shall ensure services include, but are not limited to:
  - 1.8.4.1. Supportive interactions, shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
  - 1.8.4.2. Individual and group-based services including, but not limited to, in person, by phone and virtual or a HIPAA compliant online platform.
- 1.8.5. The Contractor shall provide PSA's based on the Substance Abuse

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and Mental Health Services Administration (SAMHSA) Core Competencies for Peer Workers and utilize the IPS or another SAMHSA-recognized mental health peer support model to facilitate recovery and wellness that:

- 1.8.5.1. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery;
  - 1.8.5.2. Fosters self-advocacy skills, autonomy, and independence;
  - 1.8.5.3. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making; strong conflict resolution; non-medical approaches; and non-static roles, including but not limited to, staff who are members and members who are educators;
  - 1.8.5.4. Offers support and education on mental health, mental illness and the effects of trauma and abuse;
  - 1.8.5.5. Encourages informed decision-making about all aspects of people's lives;
  - 1.8.5.6. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - 1.8.5.7. Emphasizes a holistic approach to health that includes a vision of the whole person; and
  - 1.8.5.8. Promotes wellness strategies to strengthen individuals' abilities to attain and maintain their health and recovery from mental illness.
- 1.8.6. The Contractor shall provide face-to-face, virtual or telephonic outreach to individuals who are unable to attend agency activities. The Contractor shall:
- 1.8.6.1. Conduct outreach to individuals who are hospitalized with a psychiatric condition;
  - 1.8.6.2. Conduct outreach to individuals who meet membership criteria and are homeless; and
  - 1.8.6.3. Provide Warmline telephonic peer support services. The Contractor shall ensure Warmline services:
    - 1.8.6.3.1. Are provided to members, participants, or any individual with the ability to receive calls and make calls statewide and who lives or works in the State of New Hampshire;

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- 1.8.6.3.2. Are provided during select hours, as approved by the Department, that the PSA is closed;
  - 1.8.6.3.3. Assist individuals with addressing a current crisis related to their mental health;
  - 1.8.6.3.4. Include referrals to appropriate treatment and other resources available in the individual's service area; and
  - 1.8.6.3.5. May include outreach calls.
- 1.8.7. The Contractor shall distribute newsletters to peer support services members, the Bureau of Mental Health Services, and Mental Health Block Grant Planning and Advisory Council, other interested parties, which may include but are not limited to Community Mental Health Centers and any other community organizations, a minimum of five (5) business days prior to the upcoming month. The Contractor shall ensure newsletters:
- 1.8.7.1. Include a calendar of monthly peer support and wellness activities and services;
  - 1.8.7.2. Describe agency services and activities; other community services; and social and recreational opportunities;
  - 1.8.7.3. Include member articles and contributions; and
  - 1.8.7.4. Include other relevant topics that might be of interest to members and participants.
- 1.8.8. The Contractor shall provide monthly education events and presentation topics relevant to issues and concerns individuals utilizing mental health services may have which include, but are not limited to:
- 1.8.8.1. Rights Protection.
  - 1.8.8.2. Peer Advocacy.
  - 1.8.8.3. Recovery.
  - 1.8.8.4. Employment.
  - 1.8.8.5. Wellness Management.
  - 1.8.8.6. Community Resources.
- 1.8.9. The Contractor shall provide individual peer support services to ensure individuals:
- 1.8.9.1. Can locate, obtain, and maintain mental health services and supports through referral, peer education, and self-empowerment;

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- 1.8.9.2. Receive assistance with addressing identified issues and/or with resolving grievances; and
- 1.8.9.3. Can self-advocate.
- 1.8.10. The Contractor shall provide employment education by providing information that includes, but is not limited to:
  - 1.8.10.1. Information relative to obtaining and maintaining competitive employment.
  - 1.8.10.2. Referrals to community mental health center employment programs.
  - 1.8.10.3. Employment-related activities that include, but are not limited to:
    - 1.8.10.3.1. Resume writing.
    - 1.8.10.3.2. Interviewing techniques.
    - 1.8.10.3.3. Completing employment applications.
- 1.8.11. In order to facilitate referrals and share information about services and other local resources with members; families of individuals affected by mental illness; the general public; local human service providers; and funders, the Contractor shall provide quarterly community education presentations relative to:
  - 1.8.11.1. Stigma of mental illness, wellness and recovery;
  - 1.8.11.2. Peer support and wellness services; and
  - 1.8.11.3. The peer support community.
- 1.8.12. The Contractor shall provide training and technical assistance to peers in order to assist peers with self-advocacy regarding healthcare which may include, but is not limited to:
  - 1.8.12.1. Preparing for appointments.
  - 1.8.12.2. Taking notes.
  - 1.8.12.3. Utilizing the physician's desk reference book as a resource.
- 1.8.13. The Contractor shall provide residential support services, as needed, by providing referrals to resources that can assist individuals with staying in their home or apartment, or with finding a place to live.
- 1.8.14. The Contractor shall provide transportation services to members, participants and guests, as needed and approved by the Department. The Contractor shall:
  - 1.8.14.1. Transport members, participants, and guests, in a Contractor-owned or leased vehicle, to and from <sup>OS</sup> their



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homes and/or the Contractor's PSA to participate in activities that may include, but are not limited to:

- 1.8.14.1.1. Peer support services.
- 1.8.14.1.2. Wellness and recovery activities.
- 1.8.14.1.3. Annual conferences.
- 1.8.14.1.4. Regional meetings.
- 1.8.14.1.5. Council meetings.
- 1.8.14.2. Ensure all vehicles and drivers used for transportation comply with Federal and State Department of Transportation and Department of Safety regulations, which include, but are not limited to:
  - 1.8.14.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500, Vehicle Registration Rules.
  - 1.8.14.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, Official Motor Vehicle Inspection Requirements.
  - 1.8.14.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, Driver Licensing.
- 1.8.14.3. Require all employees, members, or volunteers who drive Contractor-owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form in order to access individual driver records that indicate drivers have safe driving records.
- 1.8.14.4. Require all employees, members, or volunteers, who drive Contractor-owned vehicles, complete a National Safety Council Defensive Driving course offered through a State of New Hampshire-approved agency.
- 1.8.14.5. Acknowledge funding from the Department to support transportation costs:
  - 1.8.14.5.1. Is not used for activities other than peer support related activities defined in this Agreement.
  - 1.8.14.5.2. May be used on an 'as needed' basis to pay for bus rides that are necessary to transport individuals to peer support services provided by the Contractor.

1.8.15. The Contractor shall request individuals complete a membership

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- application to join and support the activities and mission of the PSA.
- 1.8.16. The Contractor shall ensure the membership application includes, but is not limited to:
- 1.8.16.1. The minimum engagement policy.
  - 1.8.16.2. Suspension of membership policy.
  - 1.8.16.3. Membership rules.
  - 1.8.16.4. Attestation that the consumer supports the mission of the PSA.
- 1.8.17. The Contractor shall provide services to:
- 1.8.17.1. Both members and non-members.
  - 1.8.17.2. Individuals who have a desire to work on wellness issues, and who have a desire to participate in services.
- 1.8.18. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
- 1.8.18.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.8.19. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
- 1.8.19.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
    - 1.8.19.1.1. Individuals name.
    - 1.8.19.1.2. Date of written grievance.
    - 1.8.19.1.3. Nature and subject of the grievance.
    - 1.8.19.1.4. A method to submit an anonymous grievance.
  - 1.8.19.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
  - 1.8.19.3. A method to track grievances.
  - 1.8.19.4. Investigation of allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.

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- 1.8.19.5. An immediate review of the grievance and investigation by the Contractor's director or designee.
- 1.8.19.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 1.8.19.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.8.20. The Contractor shall ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.8.21. The Contractor shall submit a copy of the written decision of the grievance to the Department within one (1) day from the written decision.
- 1.8.22. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.
- 1.8.23. The Contractor shall ensure individuals other than the Contractor's employees who provide leadership development meetings, workshops, and training events, participate in statewide meetings.
- 1.8.24. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting.
- 1.8.25. The Contractor shall, at a minimum of two (2) times per year, meet with other regional community support organizations that serve the same populations, which may include, but are not limited to:
  - 1.8.25.1. Mental health service providers.
  - 1.8.25.2. Area homeless shelters.
  - 1.8.25.3. Community action programs.
  - 1.8.25.4. Housing agencies.
- 1.8.26. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Subparagraphs 1.8.23. through 1.8.25.
- 1.8.27. The Contractor shall participate in quality program reviews and site visits on a schedule provided by the Department. The Contractor shall agree:
  - 1.8.27.1. All contract deliverables, programs, and activities are subject to review; and

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- 1.8.27.2. Any review may result in a report and potential corrective action plan.
- 1.8.28. The Contractor shall participate in quality assurance reviews as follows:
  - 1.8.28.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200, subpart F.
  - 1.8.28.2. Ensure the Department is provided with access that shall include, but is not limited to:
    - 1.8.28.2.1. Data.
    - 1.8.28.2.2. Financial records.
    - 1.8.28.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
    - 1.8.28.2.5. Scheduled phone access to Contractor principals and staff.
- 1.8.29. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
  - 1.8.29.1. Participating in bi-annual quality improvement review.
  - 1.8.29.2. Participating in ongoing communications, monitoring and reporting based on the review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 1.8.29.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
  - 1.8.29.4. Reviewing personnel files for completeness.
  - 1.8.29.5. Reviewing the grievance process.
- 1.8.30. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities.
- 1.8.31. The Contractor shall provide all requested audits to the Department no later than November 1st of each State Fiscal Year.
- 1.8.32. The Contractor shall meet the staffing, staff training and staff development requirements of a PSA in accordance with New Hampshire Administrative Rule He-M 402.

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- 1.8.33. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.8.33.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
  - 1.8.33.2. All staff receive suicide prevention training, as approved by the Department, annually.
  - 1.8.33.3. Annual wellness training is available to staff.
  - 1.8.33.4. IPS training or another SAMHSA-recognized mental health peer support model and its required consultations to meet State Peer Specialist certification is provided.
  - 1.8.33.5. All personnel and training records are current and available to the Department, as requested.
- 1.8.34. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought, submit the individual's name for review against the Department's Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
- 1.8.35. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a volunteer if:
- 1.8.35.1. The individual's name is on the BEAS State Registry;
  - 1.8.35.2. The individual has a criminal record of a felony conviction; or
  - 1.8.35.3. The individual has a record of any misdemeanor conviction involving:
    - 1.8.35.3.1. Physical or sexual assault;
    - 1.8.35.3.2. Violence;
    - 1.8.35.3.3. Exploitation;
    - 1.8.35.3.4. Child pornography;
    - 1.8.35.3.5. Threatening or reckless conduct;
    - 1.8.35.3.6. Theft;
    - 1.8.35.3.7. Driving under the influence of drugs or alcohol;or

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- 1.8.35.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 1.9. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.10. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.11. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
- 1.11.1. Personnel records.
  - 1.11.2. Financial records.
  - 1.11.3. Program data files.
- 1.12. The Contractor shall ensure staff, including the executive director, participate in NH Center for Nonprofits trainings on topics to include but not limited to finance, governance and leadership development as required by the Department.
- 1.13. Reporting
- 1.13.1. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
    - 1.13.1.1. The Profit and Loss Statements, including a budget column allowing for budget-to-actual analysis.
    - 1.13.1.2. Statements that are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.
    - 1.13.1.3. The Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities. The Contractor shall:
      - 1.13.1.3.1. Utilize the following formula: Total current assets divided by total current liabilities.
      - 1.13.1.3.2. Maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
    - 1.13.1.4. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

- 1.13.1.5. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
- 1.13.1.6. Ensure revenues are equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
- 1.13.1.7. Quarterly revenue and expenses by cost, category and locations.
- 1.13.1.8. Quarterly Auditor's Reports: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.
- 1.13.2. The Contractor shall prepare and present an Annual Report presentation for the benefit of the Mental Health Block Grant Planning and Advisory Council in a format approved by the Department on a date determined by the department.
- 1.13.3. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
  - 1.13.3.1. Community outreach activities as outlined in the Statement of Work.
  - 1.13.3.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 1.13.3.3. Peer support service deliverables as identified on templates provided by the Department.
  - 1.13.3.4. Statistical data including, but not limited to:
    - 1.13.3.4.1. The total number of participants, as defined by the department, served on a daily, monthly, and yearly basis.
    - 1.13.3.4.2. Program utilization data.
    - 1.13.3.4.3. Number of telephone peer support outreach contacts.
    - 1.13.3.4.4. Number and description of outreach activities.
    - 1.13.3.4.5. Number and description of educational events provided on-site and in the community.

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT B**

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- 1.13.3.5. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to statistical data.
  - 1.13.3.6. Board of Directors meeting minutes for the previous quarter that include, but are not limited to:
    - 1.13.3.6.1. Executive Director's report.
    - 1.13.3.6.2. Board of Directors roster.
  - 1.13.4. The Contractor shall provide a report for Department approval by the last business day in July of each State Fiscal Year, which outlines:
    - 1.13.4.1. Specific steps the Contractor will take to increase membership and program participation in the State Fiscal Year.
    - 1.13.4.2. Annual fund development plan and progress report as developed and approved by the board of directors to ensure fiscal sustainability.
    - 1.13.4.3. The contract shall provide the following reports as determined by the department:
      - 1.13.4.3.1. Monthly on-site services schedules and newsletters to the Department 10 days before the beginning of the following month.
  - 1.13.5. The Contractor shall ensure monthly reports are submitted no later than the 30th of each month for the prior month's data, unless otherwise approved by the Department in writing.
  - 1.13.6. The Contractor shall ensure quarterly statistical data reports are submitted no later than the 15th day of the month following the close of a quarter.
  - 1.13.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including service-user demographic, performance, and service data.
- 1.14. Performance Measures
- 1.14.1. The Department will monitor Contractor performance by reviewing monthly, quarterly, and annual reports provided by the Contractor.
  - 1.14.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
  - 1.14.3. The Department may collect other key data and metrics from the Contractor, including service user-level data, demographic, performance, and service data.

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**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

- 1.14.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**3.3. Credits and Copyright Ownership**

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.3.3.1. Brochures.
  - 3.3.3.2. Resource directories.
  - 3.3.3.3. Protocols or guidelines.
  - 3.3.3.4. Posters.
  - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

- 3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**4. Records**

- 4.1. The Contractor shall keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

or collected by the Contractor.

- 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 39% Federal funds, Mental Health Block Grant, as awarded on 02/03/2021, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, CFDA 93.958, FAIN B09SM083816.
  - 1.2. 61% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
  - 3.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
  - 3.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to:

**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. 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.
8. Audits
  - 8.1. The Contractor shall submit annual financial audits performed by an independent CPA to the Department.
  - 8.2. If 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, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) 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.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
9. Property Standards
  - 9.1. Insurance coverage.

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EXHIBIT C

- 9.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
- 9.2. Real property.
- 9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.
- 9.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.
- 9.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:
- 9.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
- 9.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that

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EXHIBIT C

provide for competition to the extent practicable and result in the highest possible return.

- 9.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

- 9.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

- 9.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

- 9.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

- 9.3.2.2. Not encumber the property without approval of the State.

- 9.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

- 9.3.3. Use.

- 9.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

- 9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

- 9.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- 9.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:
  - 9.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  - 9.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
  - 9.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  - 9.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
  - 9.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or

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**New Hampshire Department of Health and Human Services  
Peer Support Agencies**

**EXHIBIT C**

program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

- 9.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
- 9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
- 9.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- 9.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

**10. Property Trust Relationship and Liens**

10.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

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**New Hampshire Department of Health and Human Services  
Exhibit D**



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



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: The Stepping Stone Drop-in Center Association

6/3/2022

Date

DocuSigned by:

*Paul J. Marinelli*

Name: Paul J. Marinelli

Title: Treasurer



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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: The Stepping Stone Drop-in Center Association

6/3/2022

Date

DocuSigned by:

*Paul J. Marinelli*

Name: Paul J. Marinelli

Title: Treasurer

DS  
*PJM*

Vendor Initials

6/3/2022

Date

**New Hampshire Department of Health and Human Services  
Exhibit F**



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Exhibit F – Certification Regarding Debarment, Suspension  
And Other Responsibility Matters

Contractor Initials

<sup>DS</sup>  
PJM

6/3/2022

Date



New Hampshire Department of Health and Human Services  
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: The Stepping Stone Drop-in Center Associatio

6/3/2022

Date

DocuSigned by:

Paul J. Marinelli

Name: Paul J. Marinelli

Title: Treasurer

DS
PJM

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

DS  
PJM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: The Stepping Stone Drop-in Center Associatic

6/3/2022

Date

DocuSigned by:

*Paul J. Marinelli*

Name: Paul J. Marinelli

Title: Treasurer

Exhibit G

Contractor Initials

DS  
*PJM*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections





New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: The Stepping Stone Drop-in Center Association

6/3/2022

Date

DocuSigned by:

*Paul J. Marinelli*

Name: Paul J. Marinelli

Title: Treasurer



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

PJM



New Hampshire Department of Health and Human Services

Exhibit I

- i. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

3/2014

Contractor Initials PJM

Date 6/3/2022



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

PJM

Date 6/3/2022



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI; return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The Stepping Stone Drop-in Center Association

The State

Name of the Contractor

*Katja S. Fox*

*Paul J. Marinelli*

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Paul J. Marinelli

Name of Authorized Representative

Name of Authorized Representative

Director

Treasurer

Title of Authorized Representative

Title of Authorized Representative

6/10/2022

6/3/2022

Date

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.

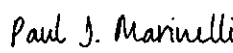
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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: The Stepping Stone Drop-in Center Association

6/3/2022

Date

DocuSigned by:  
  
 Name: Paul J. Marinelli  
 Title: Treasurer

DS  
  
 Contractor Initials  
 Date 6/3/2022





New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

WYSJUKKSJ4J7

1. The DUNS number for your entity is: \_\_\_\_\_
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

  X   NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Initials DS  
PJM  
Date 6/3/2022

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate, as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

- 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- 2. The Contractor must not disclose any Confidential Information in response to a

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

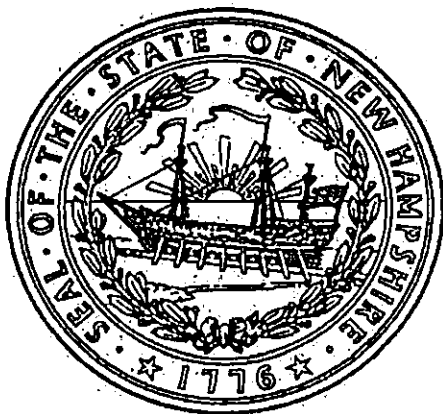
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE STEPPING STONE DROP-IN CENTER ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 08, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 235613

Certificate Number: 0005759553



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Suellen Griffin, hereby certify that:  
(Name of the elected Officer of the Corporation)

1. I am a duly elected Secretary of The Stepping Stone Drop-In Center Association.  
(Name of Corporation)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on May 11, 2022, at which a quorum of the Directors was present and voting.  
(Date)

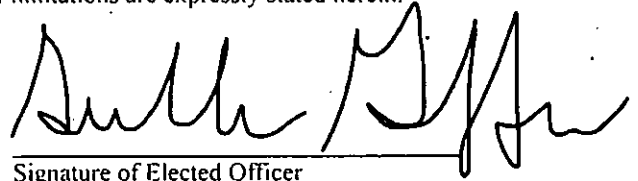
**VOTED:**

That Paul J. Marinelli, Treasurer, is duly authorized on behalf of The Stepping Stone Drop-In Center Association  
(Name and Title of Contract Signatory) (Name of Corporation)

to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his 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 listed above currently occupies the position indicated and that he has 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: 6/13/2022



Signature of Elected Officer  
Name: Suellen Griffin  
Title: Board Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/17/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Christine K Holman, CPCU, CIC <b>PHONE (A/C No. Ext):</b> (603) 224-2562 <b>FAX (A/C No.):</b> (603) 224-8012 <b>E-MAIL ADDRESS:</b> cholman@rowleyagency.com														
<b>INSURED</b> Stepping Stone Drop in Center Association 108 Pleasant Street Claremont NH 03743	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Eastern Alliance Insurance Co.</td> <td style="text-align: center;">10724</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Company		INSURER B: Eastern Alliance Insurance Co.	10724	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Company															
INSURER B: Eastern Alliance Insurance Co.	10724														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER: 22-23 all 1 lines      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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2231393	3/22/2022	3/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PRPK2231393	3/22/2022	3/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	excl: Lori Brown, Paul Marinelli, Suellen Griffin 01-125157-03	3/22/2022	3/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
A	Abuse Conduct Liability			PHPK2231393	3/22/2022	2/22/2023	Each Claim 1,000,000 Annual Aggregate 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Evidence of Insurance - Employee Dishonesty - Limit: \$30,000 - Deductible: \$500 (Part of Policy)  
 PHPK2231393 - Policy Dates 3/22/21 - 3/22/22

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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  C Holman, CPCU, CIC/C <i>Christine K Holman</i>
--	---

The Stepping Stone Drop In Center Association

**Mission Statement**

*To support our mental health peers on their personal paths toward wellness within a community free from judgment where we share feelings, experiences, and tools in a respectful way.*

*Approved by Board of Directors 3/13/19*

# *Financial Statements*

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## **STEPPING STONE DROP-IN CENTER ASSOCIATION**

**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

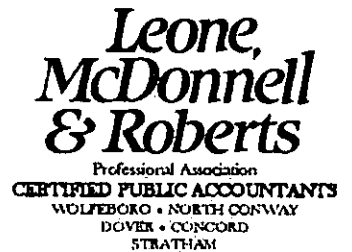
**FINANCIAL STATEMENTS**

**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Stepping Stone Drop-In Center Association  
Claremont, New Hampshire

We have audited the accompanying statements of Stepping Stone Drop-In Center Association (the "Association") (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of cash flows, and the notes to the financial statements for the years then ended, and the related statement of activities for the year ended June 30, 2021.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Stepping Stone Drop-In Center Association as of June 30, 2021 and 2020 and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2021 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Stepping Stone Drop-In Center Association's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 23, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Revenue, Support and Expenses on page 14 and The Bureau of Mental Health Services Refundable Advance – Designated and Surplus on page 15 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone McDowell & Roberts,  
Professional Association*

Wolfeboro, New Hampshire  
October 6, 2021

**STEPPING STONE DROP-IN CENTER ASSOCIATION****STATEMENTS OF FINANCIAL POSITION  
AS OF JUNE 30, 2021 AND 2020**

	<b><u>ASSETS</u></b>	
	<b><u>2021</u></b>	<b><u>2020</u></b>
<b>CURRENT ASSETS</b>		
Cash, designated	\$ 15,346	\$ 12,409
Cash, undesignated	51,598	3,882
Accounts receivable	34,522	52,124
Prepaid expenses	<u>6,192</u>	<u>7,283</u>
Total current assets	<u>107,658</u>	<u>75,698</u>
<b>PROPERTY</b>		
Building	453,689	453,689
Equipment	<u>75,529</u>	<u>75,529</u>
Total	529,218	529,218
Less: accumulated depreciation	<u>(227,856)</u>	<u>(207,657)</u>
Property, net	<u>301,362</u>	<u>321,561</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 409,020</u></b>	<b><u>\$ 397,259</u></b>
	<b><u>LIABILITIES AND NET ASSETS</u></b>	
<b>CURRENT LIABILITIES</b>		
Current portion of long-term debt	\$ 14,896	\$ 14,006
Accounts payable and accrued expenses	4,632	1,552
Accrued payroll and related liabilities	11,902	10,459
Due to State of New Hampshire	12,000	-
Refundable advances, designated	<u>15,346</u>	<u>12,409</u>
Total current liabilities	58,776	38,426
<b>LONG-TERM DEBT, NET OF CURRENT PORTION SHOWN ABOVE</b>	<u>166,173</u>	<u>182,572</u>
Total liabilities	<u>224,949</u>	<u>220,998</u>
<b>NET ASSETS</b>		
Without donor restrictions	184,011	176,201
With donor restrictions	<u>60</u>	<u>60</u>
Total net assets	<u>184,071</u>	<u>176,261</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 409,020</u></b>	<b><u>\$ 397,259</u></b>

See Notes to Financial Statements

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2021  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2021 Total</u>	<u>2020 Total</u>
<b>REVENUES AND SUPPORT</b>				
Grants	\$ 339,470	\$ -	\$ 339,470	\$ 377,110
Third-party reimbursements	22,991	-	22,991	72,162
Contributions	3,100	-	3,100	6,634
Rental income	12,672	-	12,672	12,672
Other income	4,708	-	4,708	8,573
Other grants	<u>15,680</u>	<u>-</u>	<u>15,680</u>	<u>-</u>
Total revenues and support	<u>398,621</u>	<u>-</u>	<u>398,621</u>	<u>477,151</u>
<b>EXPENSES</b>				
<b>Program services:</b>				
Stepping Stone	283,182	-	283,182	328,366
Next Step	54,916	-	54,916	62,458
Warm Line	18,282	-	18,282	23,281
Respite	12,156	-	12,156	40,053
Other programs	22,275	-	22,275	14,720
General management allocation	(26,555)	-	(26,555)	(46,454)
<b>Supporting activities:</b>				
General management	<u>26,555</u>	<u>-</u>	<u>26,555</u>	<u>46,454</u>
Total expenses	<u>390,811</u>	<u>-</u>	<u>390,811</u>	<u>468,878</u>
<b>CHANGES IN NET ASSETS</b>	7,810	-	7,810	8,273
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>176,201</u>	<u>60</u>	<u>176,261</u>	<u>167,988</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 184,011</u>	<u>\$ 60</u>	<u>\$ 184,071</u>	<u>\$ 176,261</u>

See Notes to Financial Statements

**STEPPING STONE DROP-IN CENTER ASSOCIATION****STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 7,810	\$ 8,273
Adjustments to reconcile increase in net assets to net cash from operating activities:		
Depreciation	20,199	23,618
(Increase) decrease in assets:		
Accounts receivable, net	17,602	(44,675)
Prepaid expenses	1,091	(1,755)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	3,080	(4,128)
Accrued payroll and related liabilities	1,443	(38,183)
Due to State of New Hampshire	12,000	-
Refundable advances	-	(7,494)
Refundable advances - designated	<u>2,937</u>	<u>(22,736)</u>
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>66,162</u>	<u>(87,080)</u>
<b>CASH FLOWS USED IN FINANCING ACTIVITIES</b>		
Repayment of long-term notes payable	<u>(15,509)</u>	<u>(14,015)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(15,509)</u>	<u>(14,015)</u>
<b>NET INCREASE (DECREASE) IN CASH AND DESIGNATED CASH</b>	50,653	(101,095)
<b>CASH AND DESIGNATED CASH, BEGINNING OF YEAR</b>	<u>16,291</u>	<u>117,386</u>
<b>CASH AND DESIGNATED CASH, END OF YEAR</b>	<u>\$ 66,944</u>	<u>\$ 16,291</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<u>\$ 7,123</u>	<u>\$ 8,916</u>
<b>CASH BALANCES</b>		
Undesignated cash	\$ 51,598	\$ 3,882
Designated cash	<u>15,346</u>	<u>12,409</u>
Total cash and restricted cash	<u>\$ 66,944</u>	<u>\$ 16,291</u>

See Notes to Financial Statements

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Stepping Stone Drop-In Center Association (the Association) is a nonprofit organization incorporated under the laws of the State of New Hampshire on September 8, 1995. The Association is a voluntary, non-profit, educational, social, peer support association formed to support and assist people who are, have been, or could be at risk of becoming a consumer of psychiatric and/or psychological services. Services include provision of community resources to consumers through mutual peer support, education of the public regarding human and civil rights of the consumers, as well as societal responsibility for supporting those rights. In addition, Stepping Stone Drop-In Center Association provides assistance and support to consumers in their efforts to improve their own quality of life. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

**Basis of Accounting**

The financial statements of the Association have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles established by the Financial Accounting Standards Board (FASB).

**Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and the liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

**Basis of Presentation**

The financial statements of the Association have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Association to report information regarding its financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions** – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and board of directors.

**Net assets with donor restrictions** – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Association or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

**STEPPING STONE DROP-IN CENTER ASSOCIATION****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(continued)**

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

**Other Events**

The Association's operations could be impacted should the disruptions from the novel coronavirus (COVID-19) lead to changes in consumer and donor behavior. The COVID-19 impact on the capital markets could also impact the Association's cost of borrowing. There are certain limitations on the Association's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the operations, particularly over the near to medium term.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management closely monitors outstanding balances and writes off all balances deemed uncollectible. No allowance for doubtful accounts was considered necessary at June 30, 2021 and 2020.

**Advertising**

The Association expenses advertising costs as incurred.

**Property and Depreciation**

Property is stated at cost or fair value at date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is computed using straight-line methods over the estimated lives of the related assets as follows:

Equipment	5 - 7 years
Buildings	39 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized with authorization from the State of New Hampshire. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized.

Depreciation expense was \$20,199 and \$23,618 for the years ended June 30, 2021 and 2020, respectively.

**Income Taxes**

The Association is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Association to be other than a private foundation. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

**STEPPING STONE DROP-IN CENTER ASSOCIATION****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(continued)****Income Taxes (continued)**

Management has evaluated the Association's tax positions and concluded that the Association has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to the financial statements.

**Fair Value of Financial Instruments**

The Association's financial instruments consist of cash, short-term receivables and payables and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2021 and 2020.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Occupancy costs have been grouped and allocated to the programs as a line item. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<b><u>Expense</u></b>	<b><u>Method of allocation</u></b>
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Direct assignment
All other expenses	Direct assignment

The costs of providing various programs and other activities have been summarized below.

	<b><u>2021</u></b>	<b><u>2020</u></b>
Program services	\$ 364,256	\$ 422,424
General management	<u>26,555</u>	<u>46,454</u>
Total	<u>\$ 390,811</u>	<u>\$ 468,878</u>

**Contributions**

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. No amounts have been reflected in the statements for donated services, as no objective basis is available to measure the value of such services; however, a number of volunteers have donated time to the Association's program services. The Board of Directors serves in a volunteer capacity.



**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 1      ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
**(continued)**

**Revenue Recognition**

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU is a comprehensive revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. The Association adopted this ASU on July 1, 2020, using the modified retrospective approach and applied this ASU only to contracts not completed as of July 1, 2020. Contracts and transactions with customers predominantly contain a single performance obligation.

The Association records the following exchange transaction revenue in its statements of activities for the years ended June 30, 2021 and 2020:

Rental Income – Revenue from the rent of a residential apartment unit is recognized at a point in time when rents become due.

**Reclassifications**

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

**Subsequent Events**

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through October 6, 2021, which is the date that the financial statements were available to be issued.

**New Accounting Pronouncements**

As of July 1, 2020, the Association adopted the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, as amended. ASU 2014-09 applied to exchange transactions with customers that are bound by contracts or similar arrangements and establishes a performance obligation approach to revenue recognition. Results for reporting the years June 30, 2021 and 2020 are presented under FASB ASC Topic 606. The ASU has been applied retrospectively to all periods presented, with no effect on previously issued financial statements.

**STEPPING STONE DROP-IN CENTER ASSOCIATION****NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 2**      **LIQUIDITY AND AVAILABILITY**

The following represents the Association's financial assets as of June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Cash and designated cash	\$ 66,944	\$ 16,291
Accounts receivable, net	<u>34,522</u>	<u>52,124</u>
 Total financial assets	 \$ <u>101,466</u>	 \$ <u>68,415</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	\$ 60	\$ 60
Cash, designated	<u>15,346</u>	<u>12,409</u>
 Amounts not available within one year	 <u>15,406</u>	 <u>12,469</u>
 Financial assets available to meet general expenditures over the next twelve months	 \$ <u>86,060</u>	 \$ <u>55,946</u>

The Association's goal is generally to maintain financial assets to meet 60 days of operating expenses (approximately \$61,000 and \$73,000 at June 30, 2021 and 2020, respectively).

**NOTE 3**      **DESIGNATED CASH**

Certain grant awards contain provisions requiring the Association to maintain separate cash accounts. Amounts deposited in these accounts are designated as to use and are not available for day to day operations. As of June 30, 2021 and 2020, designated cash aggregated \$15,346 and \$12,409, respectively.

**NOTE 4**      **LONG-TERM DEBT**

Long-term debt consisted of the following as of June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Mortgage note payable to a bank in monthly installments of \$433 for principal and interest through June of 2033. Interest was stated at 4.50% and 4.625% at June 30, 2021 and 2020, respectively. The note is secured by certain real estate of the Association.	\$ 47,892	\$ 51,420

**STEPPING STONE DROP-IN CENTER ASSOCIATION****NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 4**      **LONG-TERM DEBT (continued)**

	<u>2021</u>	<u>2020</u>
Mortgage payable to a bank in monthly installments of \$1,281 for principal and interest through May of 2031. Interest is stated at the five year treasury rate plus 1.5% (adjusted every three years) which resulted in an interest rate of 2.750% and 3.375% at June 30, 2021 and 2020, respectively. The note is secured by certain real estate of the Association.	<u>133,177</u>	<u>145,158</u>
	181,069	196,578
Less current portion due within one year	<u>(14,896)</u>	<u>(14,006)</u>
Total long term debt	<u>\$ 166,173</u>	<u>\$ 182,572</u>

The scheduled maturities of the notes payable at June 30, 2021 were as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u> <u>Due</u>
2022	\$ 14,896
2023	15,366
2024	15,852
2025	16,354
2026	16,873
Thereafter	<u>101,728</u>
Total	<u>\$ 181,069</u>

**NOTE 5**      **REFUNDABLE ADVANCES - DESIGNATED**

Under the terms of the service agreement with the Bureau of Mental Health Services (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, the Association is required to segregate amounts received in excess of allowable expenses. As of June 30, 2021 and 2020, funds set aside in accordance with this requirement amounted to \$27,346 and \$12,409, respectively.

**NOTE 6**      **ECONOMIC DEPENDENCY**

Over 91% and 94% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services for the years ended June 30, 2021 and 2020, respectively. The future existence of the Association is dependent upon the funding policies and continued support of this source. The loss of this funding could have a material adverse effect on the Association.

**STEPPING STONE DROP-IN CENTER ASSOCIATION****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 7 LEASE AGREEMENT**

The Association entered into a lease agreement in April of 2016. The tenant was to pay the Association \$1,200 per month with the lease expiring as of April 30, 2022. The Association received \$12,672 in rental income for the years ended June 30, 2021 and 2020.

**NOTE 8 NET ASSETS**

Net assets with donor restrictions were as follows for the years ended June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Special Purpose Restrictions:		
Various donations	\$ <u>        60</u>	\$ <u>        60</u>
Total net assets with donor restrictions	\$ <u>        60</u>	\$ <u>        60</u>

Net assets released from net assets with donor restrictions are as follows:

	<u>2021</u>	<u>2020</u>
Satisfaction of Purpose Restrictions:		
Various donations	\$ <u>          -</u>	\$ <u>        80</u>
Net assets released from restrictions	\$ <u>          -</u>	\$ <u>        80</u>

**NOTE 9 CONTINGENCIES – GRANT COMPLIANCE**

The Association receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Association is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Association might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2021 and 2020.

**NOTE 10 NONPROFIT EMERGENCY RELIEF FUND GRANT**

During the year ended June 30, 2021, the Association applied for and received a Nonprofit Emergency Relief Fund grant in the amount of \$15,680 through the Main Street Relief Fund administered by the New Hampshire Governor's Office of Emergency Relief and Recovery. The funds were awarded to reimburse for necessary business expenses and losses due to the COVID-19 pandemic. The amount has been reported as Other grants on the accompanying Statement of Activities.

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 11     RETIREMENT BENEFITS**

The Association, at its discretion, may match eligible employees' individual retirement account contributions up to 3% of the employees' wages. These retirement benefits amounted to \$2,967 and \$2,212 for the years ended June 30, 2021 and 2020, respectively, and were recorded under employee benefits on the accompanying schedule of functional revenue, support and expenses.

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**SCHEDULE OF FUNCTIONAL REVENUE, SUPPORT AND EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2021  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Stepping Stone</u>	<u>Next Step</u>	<u>Warm Line</u>	<u>Respite</u>	<u>Total BBH Funds</u>	<u>Other Non-BBH Programs</u>	<u>2021 Total</u>	<u>2020 Total</u>
<b>REVENUES AND SUPPORT</b>								
Grants	\$ 253,983	\$ 55,489	\$ 17,834	\$ 12,164	\$ 339,470	\$ -	\$ 339,470	\$ 377,110
Third-party reimbursements	22,991	-	-	-	22,991	-	22,991	72,162
Contributions	-	-	-	-	-	3,100	3,100	6,634
Rental income	-	-	-	-	-	12,872	12,872	12,872
Other income	1,154	-	-	-	1,154	3,554	4,708	8,573
Other grants	-	-	-	-	-	15,880	15,880	-
<b>Total revenues and support</b>	<b>\$ 278,128</b>	<b>\$ 55,489</b>	<b>\$ 17,834</b>	<b>\$ 12,164</b>	<b>\$ 383,615</b>	<b>\$ 35,006</b>	<b>\$ 398,621</b>	<b>\$ 477,151</b>
<b>EXPENSES</b>								
Salaries and wages	\$ 113,747	\$ 16,932	\$ 12,869	\$ 8,182	\$ 151,730	\$ -	\$ 151,730	\$ 208,005
Occupancy costs	56,502	10,595	-	-	67,097	4,828	71,923	40,244
Employee benefits	26,303	518	434	952	28,207	-	28,207	30,356
Statewide training fees	22,991	-	-	-	22,991	-	22,991	72,162
Depreciation	11,715	8,080	-	-	19,795	404	20,199	23,618
Audit and accounting fees	13,013	4,750	-	-	17,763	-	17,763	9,758
Utilities	5,338	2,437	679	1,587	10,039	5,801	15,840	20,051
Telephone	6,387	3,688	3,150	-	13,225	221	13,446	14,882
Payroll taxes	9,877	1,570	1,150	761	13,358	-	13,358	15,931
COVID-19 expenses	-	-	-	-	-	8,696	8,696	-
Insurance	5,803	1,831	-	155	7,789	50	7,839	10,768
Interest expense	1,970	3,457	-	507	5,934	1,189	7,123	8,624
Staff development and training	3,498	270	-	-	3,768	-	3,766	3,517
Office supplies and expense	1,798	158	-	-	1,956	-	1,956	2,082
Travel	1,248	147	-	-	1,395	-	1,395	4,659
Legal fees	75	-	-	-	75	-	75	150
Client consumables	14	-	-	12	28	-	28	2,155
Other	2,907	483	-	-	3,390	1,088	4,478	3,916
<b>Total expenses</b>	<b>\$ 283,182</b>	<b>\$ 54,918</b>	<b>\$ 18,282</b>	<b>\$ 12,156</b>	<b>\$ 368,536</b>	<b>\$ 22,275</b>	<b>\$ 390,811</b>	<b>\$ 468,878</b>

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**BUREAU OF MENTAL HEALTH SERVICES (BMHS)  
REFUNDABLE ADVANCE - DESIGNATED and SURPLUS  
FOR THE YEAR ENDED JUNE 30, 2021**

**Reconciliation of BMHS Refundable Advance**

Total FY 2021 BMHS funds received	\$ 272,486
Accounts receivable - BMHS	30,418
Surplus carried over from prior years	36,566
Recognition of funds released by BMHS	<u>22,991</u>
Total funds received	<u>362,461</u>
Less: BMHS expenses	(368,536)
Add back: depreciation expense	<u>19,795</u>
Total approved expenses	<u>(348,741)</u>
Less: Approved BMHS Expenses	
Mortgage principle reduction - Claremont at 100%	(3,528)
Mortgage principle reduction - Lebanon at 72%	<u>(8,626)</u>
Total approved expenses	<u>(12,154)</u>
BMHS Surplus at June 30, 2021	\$ 1,566
Refundable advance balance at June 30, 2020	12,409
Refundable advance used in FY 2021	<u>2,937</u>
BMHS surplus and refundable advance (designated) at June 30, 2021	16,912
Less: refundable advance (designated) at June 30, 2021	<u>(15,346)</u>
BMHS operating advance	<u>\$ 1,566</u>

# The Stepping Stone Drop-in Center Association

## BOARD OF DIRECTORS

June 6, 2022

### PRESIDENT

**Lori Brown Yanklowitz**

Joined on: 3/2014

Term #: 3

Term length: 3 yrs

Expiration: 2023

### VICE PRESIDENT

**Marilyn Marinelli**

Joined on: 7/2014

Term #: 3

Term length: 3 yrs

Expiration: 2023

### SECRETARY

**Suellen Griffin**

Joined on: 1/2021

Term #: 1

Term length: 3 yrs

Expiration: 2024

### TREASURER

**Paul Marinelli**

Joined on: 2/2015

Term #: 3

Term length: 3 yrs

Expiration: 2024

**Nancy Beaudoin**

Joined on: 9/2016

Term #: 2

Term length: 3 yrs

Expiration: 2022

**Laura Byrne**

Joined on: 3/2015

Term #: 3

Term length: 3 yrs

Expiration: 2024

**Laurie Cummings-Bowen**

Joined on: 5/2016

Term #: 2

Term length: 3 yrs

Expiration: 2022

**Colleen Fisk**

Joined on: 8/2011

Term #: 4

Term length: 3 yrs

Expiration: 2023

**Mark Nichols**

Joined on: 7/2021

Term #: 1

Term length: 3 yrs

Expiration: 2024

**Melissa Valcourt**

Joined on: 12/2021

Term #: 1

Term length: 3 yrs

Expiration: 2024



# JOANNE BAILLARGEON

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## EXPERIENCE

- |              |   |               |
|--------------|---|---------------|
| 8/21-Current | Peer Support Staff, Peer Respite, Warmline, Stepping Stone  | Claremont, NH |
|              | <ul style="list-style-type: none"><li>• Checks in with Members, Make &amp; take phone calls, 1 on 1 Peer Support, facilitates groups.</li></ul> |               |
| 5/21-7/21    | Retail Associate, Chicosfas   | Naples, FL    |
|              | <ul style="list-style-type: none"><li>• Sorted and hung-up clothes.</li></ul>   |               |
| 3/21-5/21    | Home Health Care, Diane Curro   | Naples, FL    |
|              | <ul style="list-style-type: none"><li>• Worked with people and rehabilitation and brought them to appointments.</li></ul>                       |               |
| 2/20-3/20    | Peer Respite, Stepping Stone  | Claremont, NH |
|              | <ul style="list-style-type: none"><li>• 1 on 1 Peer Support.</li></ul>  |               |

## EDUCATION

- |           |  |
|-----------|--|
| 2005-2010 | Master's Degree in Education, New England College                |
| 2000-2005 | Bachelor's Degree in Comparative Literature, New England College |
| 1975-1979 | High School Diploma, Stoneham High school                        |

References upon request

# AMBER HEBERT

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## EXPERIENCE

- 03/14-Current      Floor staff and cook, Next Step Peer Support Center,      Lebanon, NH
- Check in with members, Make & take phone calls, 1 on 1 Peer Support, facilitates groups.
- 08/13 – 12/13      Sandwich maker, Subway,      Milford, NH
- 2000 – 2003      Lead teacher, Elliot Hospital Child Care Center,      Manchester, NH
- 1999      Lead teacher, SNHS early Head Start      Manchester, NH

## EDUCATION

Lebanon High School, Lebanon, NH

Hesser College, Manchester, NH

Business Science

References upon request

**Shanon Laferte**

## **Experience**

### **Program Coordinator, Stepping Stone & Next Step Peer Support and Respite Centers**

5/21-Current

Supervise assigned staff; open mail; produce Newsletter, staff schedule, sign-up sheets; plan Educational Events, trips, and events; screen requests for Respite as well as update files as needed; produce payroll summary for the bookkeeper; clerical support; gather data for program statistics, provide on-call on a rotating basis; other duties as assigned

### **Support Coordinator, Stepping Stone & Next Step Peer Support and Respite Centers**

8/14-5/21

Produce Newsletter, staff schedule, sign-up sheets; plan Educational Events, trips, and events; screen requests for Respite as well as update files as needed; produce payroll summary for the bookkeeper; clerical support; gather data for program statistics; other duties as assigned

I have my certification in IPS (2012); Completion of Administration training (2012); Attended WRAP® 101 (2012); WRAP® Overview (2013); IPS Refresher (2015, 2016, and 2018); Sexual Harassment training (2018); Members Rights training (2018); Excel Advanced training (2018).

### **Assistant Coordinator, Stepping Stone & Next Step Peer Support and Respite Centers**

10/10-8/14

Statistics involving daily calls, number of daily visits, Warmline, Crisis Respite; clerical; promote Wellness; other duties as assigned

### **Floor, Warmline & Crisis Respite worker, Stepping Stone & Next Step Peer Support and Respite Centers**

5/09-10/10

Check in with Members, make & take phone calls, 1-on-1 Peer Support, facilitate groups.

### **Durgin & Crowell Lumber Mill**

5/05-2/06

Cleaned Machines

### **Rugerio's**

1/04-3/05

Head cook; prep work; team player

### **Payless Asphalt**

6/02-11/03

Worked with Asphalt & gravel in residential areas

## **Education**

1997 Belmont High School, Belmont NH.

1991 Beech Street Elementary School, Manchester NH.

**References furnished upon request**

# CHRIS MANN'S

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## EXPERIENCE

- 6/2021-Current      Administrative Assistant, Stepping Stone/Next Step      Claremont, NH
- Make copies, scan, file and fax as needed; distribute checks and back-up documentation; maintains inventory and places orders as needed; maintains the calls list and updates as needed; assist in internal and outgoing correspondence and proofread communications; maintain official documents and permanent records; dispose of records in a secure manner according to the records retention policy; project management support; other duties as assigned.
- 2009-Current      Floor and Warmline worker, Stepping Stone/Next Step      Lebanon, NH
- Check in with members, Make & take phone calls, 1 on 1 Peer Support, facilitates groups.
- 2017-Current      Personal Care Attendant, Lakes Region Community Services      Laconia, NH
- Cleaning, shopping, driving, Activities of daily living for client.
- 2009-2011      Maintenance Worker, Aslan's Maintenance      Lebanon, NH
- Performing various janitorial and custodial duties for local business.
- 2004-2006      Wildlife Services and Rehabilitation Intern, VINS Nature Center      Woodstock/Quechee, VT
- Assisting in the treatment and rehabilitation of injured native and migratory bird species.
  - Performing daily husbandry tasks for avian and other live animal residents.
  - Daily cleaning and upkeep of indoor and outdoor animal facilities and aviaries.
  - Daily food prep and feeding of raptors, reptiles, and song birds.
  - Handling of raptors, waterfowls, songbirds and a few reptile species.

## EDUCATION

- 1997-2002      Associates Computer Science, Keene State College
- 1993-1997      High School Diploma, Lebanon High School

References upon request

# SCOTT MCCORMACK

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## EXPERIENCE

8/2019-Current	Warmline, Stepping Stone <ul style="list-style-type: none"><li>• Make &amp; take phone calls.</li></ul>	Claremont NH
3/2007-Current	Peer Support Assistant, On The Road to Wellness	Manchester, NH
7/2009-4/2018	Warmline, Lakes Region Consumer Advisory Board	Laconia, NH

## EDUCATION

1985-1989	Salem High School, Salem, NH
2005-2009	Granite State College, Manchester, NH Associates General studies
2009-2011	Granite State College, Manchester, NH Bachelors in behavioral health

REFERENCES UPON REQUEST

# KIMBERLY J. METCALFE



## EXPERIENCE

- 11/2020-Current Peer Support Staff, Peer Respite, Warmline, The Stepping Stone Drop-In Center Assn, Claremont NH
- Checks in with Members, Make & take phone calls, 1 on 1 Peer Support, facilitates groups.
- 10/2019-11/2020 Peer Respite Coordinator, The Stepping Stone Drop-In Center Assn, Claremont NH
- 1/2017-10/2019 Volunteer, Baby Steps Family Assistance, Claremont NH
- 8/2012-1/2018 Peer Support Staff, The Stepping Stone Drop-In Center Assn, Claremont NH
- 2014 Administrative Assistant, The Stepping Stone Drop-In Center Assn, Claremont NH
- 2002-2003 Director, Community Alliance Day Care
- 2000 Director, Springfield Health and Rehab, Springfield, VT.

## EDUCATION

- 1988 Mt. Anthony Union High School, Bennington, VT  
College Prep
- 1994 North Adams State College, North Adams, MA  
B.S., Elementary Education
- Keene State College, Keene NH  
Grant Writing

REFERENCES UPON REQUEST

# THERESA PARTRIDGE



## EXPERIENCE

2015-Current	Peer Support Staff, Peer Respite, Stepping Stone	Claremont, NH
	<ul style="list-style-type: none"><li>• Checks in with Members, Make &amp; take phone calls, 1 on 1 Peer Support, facilitates groups.</li></ul>	
2012-2015	Landscaping for different clients	Claremont, NH
2009-Current	Baking pastries for customers	Claremont, NH
2008	Workshops at Turning Point Network	Claremont, NH
2003-2007	Floor, PSL, Respite, Stepping Stone	Claremont, NH
2002-2003	Peer Work, West Central	Claremont, NH

## EDUCATION

2001-2003	Voc. Tech, Claremont, NH
1981-1982	Kearsarge High School, Kearsarge, NH

References upon request

# BONNIE SCZUKA-DODSON

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## EXPERIENCE

- 4/01-Current Floor and Peer Respite Worker Stepping Stone/Next Step Peer Support Center, Claremont, NH
- Check in with members, Make & take phone calls, 1 on 1 Peer Support, facilitates groups.
- 4/98-2/00 Floor and Peer Respite Worker Stepping Stone/Next Step Peer Support Center, Claremont, NH
- Check in with members, Make & take phone calls, 1 on 1 Peer Support, facilitates groups.
- 12/97-4/98 Waitperson, cashier, Mc Guinness Deli
- Take orders, Make sandwiches, Ring up orders.
- 4/97 10/97 Light Warehouse, Western Staff Services for CCM-Maska (Sports Supply)
- Filling orders, Misc. organizing, Tagging merchandise
- 10/80 10/98 Fabric and Graphic Artist, Self-Employed
- Exhibited fabric sculpture; artists assistant: assist with photo shoots, painting and packaging.

## EDUCATION

- 1968 Los Gatos High School, Los Gatos Ca.
- 1969-1973 San Jose State University, San Jose Ca.  
Corrections, Sociology

References Upon request



*Susan E. Seidler*

<b>Objective</b>	To be a member of an organization with a firm commitment to its mission and which aligns with my commitment to intentional peer support, diversity, exceptional work quality, teamwork, personal growth and development, and innovative ideas.		
<b>Skills</b>	I have experience in management, including over 30 years of supervisory experience. My organizational strengths include systems thinking, project management, communication, organization, initiative, attention to detail, multi-tasking, discretion, problem-solving, troubleshooting, creativity, sense of humor, and teamwork. I am proficient in Mac- and PC-based operating systems and software programs.		
<b>Experience</b>	<b>10/2021-Present</b>	<b>Health Resources and Services Administration Rural Behavioral Health Workforce Leadership Council</b>	
	<b>10/2018-1/2022</b>	<b>Region 1 IDN Executive Committee</b>	
	<b>12/2006-Present</b>	<b>The Stepping Stone Drop-In Center Association (aka Stepping Stone)</b>	<b>Claremont, NH</b>
	<i>1/2014-Present: Executive Director</i>		
	<ul style="list-style-type: none"> <li>• Provide overall management of the organization, including program development, resource allocation, and business operations.</li> <li>• Establish clear goals and direction for the organization.</li> <li>• Inspire and lead a diverse team of professionals as well as the Management Team.</li> <li>• Advise and inform the Board of Directors.</li> <li>• Champion the organization's vision, goals, and values.</li> <li>• Promote the principles and values of Intentional Peer Support, WRAP®, and Peer Respite internally and within the greater community.</li> </ul>		
	<i>2/2007-1/2014: Site &amp; Program Supports Coordinator</i>		
	<ul style="list-style-type: none"> <li>• Oversaw the Stepping Stone site and all aspects of program supports.</li> <li>• Practiced and modeled peer support.</li> <li>• Participated as member of the Management Team.</li> <li>• Supervised staff.</li> <li>• Maintained accurate and reliable program statistics for BBH contract compliance, Board of Director reports, and Food Bank requirements; submitted same according to established timelines.</li> <li>• Co-facilitated monthly staff meetings.</li> <li>• Maintained Intentional Peer Support certification and attended trainings as required and recommended.</li> <li>• Produced monthly newsletter and oversaw distribution.</li> <li>• Participated as member of Fundraising Committee and PR sub-committee.</li> <li>• Collaborated with the Executive Director on RFP, budgeting, audit, and contracts.</li> <li>• Oversaw business office and human resources functions, including payroll, earned time records, and staff schedule.</li> </ul>		
	<i>12/2006-2/2007: Interim Executive Director</i>		
	<b>6/2005-12/2006</b>	<b>Kendal at Hanover</b>	<b>Hanover, NH</b>
	<i>Health Services Administrative Assistant</i>		
	<ul style="list-style-type: none"> <li>• Provided direct support to the Director of Resident Health Care Services and the Director of Nursing; administrative support to the Health Services Management Team and nursing staff.</li> <li>• Coordinated and scheduled staff development activities and training for the Health Services department, including maintenance of HealthStream database of credit hours.</li> <li>• Provided help desk and in-depth training in computer software.</li> <li>• Participated on the Pharmacy Committee, which included analysis of medication use within Kendal's resident contracts and selection of Medicare D provider.</li> </ul>		

Susan E. Seidler



Experience continued 1983-6/2005 United Developmental Services Lebanon, NH

1987-2005: Administrative Assistant for Operations

- Supervised administrative support staff.
Provided direct support to the Chief Operating Officer/Chief Financial Officer.
Developed and coordinated efficient and effective office procedures.
Prepared and disseminated annual budget and funding proposals within established deadlines; prepared ad hoc statistical reports; performed data entry and quality control for various State-mandated reports; performed miscellaneous accounting duties; signed company checks.
Developed and reviewed internal systems to prepare for yearly State inspections of over 30 residences; refined infrastructure according to changes in State and Federal standards.
Maintained telephone and voice messaging systems, including orientation, training, and programming in accordance with staff preference and company policy.

Ad hoc Responsibilities: member of UDS committees on Recruitment, Compensation, Downsizing, Criminal Justice, and Workplace Violence; member of State of NH DHHS committee to revise State certification requirements and evaluation tools; officer on UDS's HIPAA committee.

1996-2005: Network Administrator (concurrently with AA for Operations)

- Provided support across multiple sites in the administration and maintenance of a Windows-based network for 50+ users in accordance with user preference and company protocols.
Provided help desk and in-depth training in all aspects of computer hardware and software.
Developed and maintained data systems to track and graph program utilization and contract compliance.
Participated in monthly meetings of the NH Bureau of Developmental Services Shared IT Group.

1983-1987: Secretary, Early Intervention Program

- NH Notary Public
West Central Behavioral Health - Board Member 4/2022-Present
New Hampshire Peer Voice - Treasurer, Board of Directors 7/2017-9/2021
Stepping Stone - Treasurer, Board of Directors until 12/2006

- Certified in Intentional Peer Support - Shery Mead Consultants (aka Intentional Peer Support, LLC)
WRAP Overview - The Copeland Center
Warmline and Peer Respite - NH State Trainers certified by Intentional Peer Support, LLC
NH Grants Institute - NH Center for Nonprofits
Complaint Investigation - NH Division of Mental Health & Developmental Services
Granite State College (University System of NH)
AA, General Studies, Concentration in Business Management, Organizational Development, and Finance
Additional coursework in database development, network management, and accounting

References References are available on request.

**THE STEPPING STONE DROP-IN CENTER ASSOCIATION**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract**
Susan E Seidler	Executive Director	\$83,200
Shanon Laferte	Program Director	\$54,080
Joanne Baillargeon	Peer Support Center & Warmline Staff	\$27,144
Amber Hebert	Peer Support Center Staff	\$22,464
Chris Manns	Peer Support Center Staff & Admin Asst	\$22,464
Theresa Partridge	Peer Support Center Staff	\$19,656
Kimberly Metcalfe	Peer Support Center & Warmline Staff	\$17,784
Bonnie Sczuka-Dodson	Warmline Staff	\$ 4,680
Scott McCormack	Warmline Staff	\$ 3,744
Vacant	Peer Support Center Staff	\$ 1,872
Vacant	Driver	\$ 9,360
Vacant	Driver	\$ 9,360
Vacant	Education Coordinator	\$15,600

\*\*anticipated wage pending budget approval