

Lori A. Shibinette

Commissioner

Katja S. Fox Director

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

September 8, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed below in **bold** for Recovery Housing services and supports to individuals with Opioid and/or Stimulant Use Disorder by exercising contract renewal options by increasing the total price limitation by \$350,000 from \$908,045 to \$1,258,045 and extending the completion dates from September 29, 2021 to September 29, 2022 effective upon Governor and Council approval. 100% Federal Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
FIT/NHNH, Inc. Manchester, NH	#15773 0-B001	Manchester	\$361,957	\$168,162	\$530,119	O: 6/19/19 #29B A1: 1/22/21 #20
Hope on Haven Hill, Inc. Rochester, NH	#275119- B001	Rochester	\$200,300	\$65,604	\$265,904	O: 6/19/19 #29B A1: 1/22/21 #20
Homestead Inn 1765, LLC Boscawen, NH	#312235- B001	Boscawen	\$245,788	\$116,234	\$362,022	O: 10/23/19 #18 A1: 1/22/21 #20
Dismas Home of New Hampshire Manchester, NH	#290061- B001	Manchester	\$100,000	\$0	\$100,000	O: 6/19/19 #29B
	<u> </u>	Total:	\$908,045	\$350,000	\$1,258,045	

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence. His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to provide Recovery Housing services and supports to individuals with Opioid and/or Stimulant Use Disorder who need housing in a safe environment. New Hampshire is supporting the development of Recovery Housing, but still has minimal capacity to serve individuals in need of recovery housing options and even fewer options for specialty populations who have complex needs and/or gender-specific housing. This request will allow the contractors to continue providing recovery housing services, statewide, to serve specific populations with Opioid and/or Stimulant Use Disorder, which include:

- A Recovery Residence for females only;
- A Recovery Residence for individuals who have complex criminal backgrounds that limit access to other housing options; and
- Recovery Residences to serve the general population.

The Contractors provided services to 50 individuals from January 1, 2021 through June 30, 2021. The Department anticipates the Contractors will provide services to approximately 100 individuals from September 30, 2021 to September 29, 2022.

The Contractors will continue to provide recovery housing and services to individuals so that they may be housed in a safe environment, which gives them a more stable foundation on which to pursue recovery.

The Department will continue to monitor services through ad hoc data reports, periodic surveys, and other data as requested by the Department. The Department will work with community partners and other state agencies to collect data regarding positioning individuals for longer-term recovery, employment, and housing stability.

As referenced in Exhibit C-1, Revisions to General Provisions, Section 3 of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year of the one (1) available year remaining.

Should the Governor and Executive Council not authorize this request, Recovery Housing services and supports may not be available for some individuals with Opioid and/or Stimulant Use Disorders. This could impede their recovery journey, increase the potential for future substance misuse, and add to the burden on the health care system.

Area served: Statewide

Source of Funds: Assistance Listing Number #93.788, FAIN #H79TI083326

Respectfully submitted,

lever Lori A. Shibinette

Lori A. Shibinett Commissioner

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT 100% Federal Funds, _% General Funds, _% Other Funds (Name of Source)

Vendor Name		FIT/NHNH, Inc.		Vendor # 157730		,
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019			92057040	\$2,970.00	\$0.00	\$2,970.0
2020	102-500731	Contracts for Program Services	92057040	\$127,555.00	\$0.00	\$127,555.0
2021	102-500731	Contracts for Program Services	92057040	\$32,633.00	\$0.00	\$32,633.0
2021	102-500731	Contracts for Program Services	92057046	\$36,799.00	\$0.00	\$36,799.0
2021	102-500731	Contracts for Program Services	92057048	\$108,000.00	\$0.00	\$108,000.0
2022	102-500731	Contracts for Program Services	92057048	\$54,000.00	\$0.00	\$54,000.0
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$126,121.00	\$126,121.0
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$42,041.00	\$42,041.0
		Sub Total		\$361,957.00	\$168,162.00	\$530,119.0
endor Name		pe on Haven Hill, Inc.	1	Vendor # 275199		
State Fiscal	Class / Account	Class Title	Job Number	Current Amount	Increase	
2019	102-500731	Contracts for Program Services	92057040	\$35,332.00	\$0.00	\$35,332.0
2020	102-500731	Contracts for Program Services	92057040	\$60,442.00	\$0.00	\$60,442.
2021	102-500731	Contracts for Program Services	92057040	\$26,970.00	\$0.00	\$26,970.
2021	102-500731	Contracts for Program Services	92057046	\$14,356.00	\$0.00	\$14,356.0
2021	102-500731	Contracts for Program Services	92057048	\$42,133.00	\$0.00	\$42,133.0
2022	102-500731	Contracts for Program Services	92057048	\$21,067.00	\$0.00	\$21,067.0
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$49,203.00	\$49,203.0
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$16,401.00	\$16,401.0
		Sub Total		\$200,300.00	\$65,604.00	\$265,904.0
/endor Name	, Hor	nestead Inn 1765 LLC	1	Vendor # 312235		

Vendor Name	. Hor	nestead inn 1765 LLC	f	Vendor # 312235		
State Fiscal Year	Class / Account Class Title		Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	92057040	\$85,500.00	\$0.00	\$85,500.00
2021	102-500731	Contracts for Program Services	92057040	\$22,878.00	\$0.00	\$22,878.00
2021	102-500731	Contracts for Program Services	92057046	\$25,411.00	\$0.00	\$25,411.00
2021	102-500731	Contracts for Program Services	92057048	\$74,666.00	\$0.00	\$74,666.00
2022	102-500731	Contracts for Program Services	92057048	\$37,333.00	\$0.00	\$37,333.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$87,176.00	\$87,176.00
2023	3 074-500585 Grants for Pub Asst and Rel		92057048	\$0.00	\$29,058.00	\$29,058.00
		Sub Total		\$245,788.00	\$116,234.00	\$362,022.00

Vendor Name	Dismas	Home of New Hampshire]	Vendor # 290061		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102-500731	Contracts for Program Services	92057040	\$38,567.00	\$0 <u>.00</u>	\$38,567.00
2020	102-500731	Contracts for Program Services	92057040	\$49,146.00	\$0.00	\$49,146.00
2021	102-500731	 Contracts for Program Services 	92057040	\$12,287.00	\$0.00	\$12,287.00
	Sub Total			\$100,000.00	\$0.00	\$100,000.00

ſ	Overall Total	\$908,045.00	\$350,000.00	\$1,258,045.00
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State of New Hampshire Department of Health and Human Services Amendment #2

This Amendment to the Recovery Housing for Individuals with OUD contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and FIT/NHNH, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item # 29B), as amended on January 22, 2021 (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

September 29, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$530,119.

3. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.2., to read:

6.2. Reserved.

- 4. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.11., to read:
 - 6.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana for treatment using marijuana. The Contractor shall ensure:
 - 6.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 6.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - 6.11.3. This marijuana restriction applies to all subcontracts and memoranda of understanding (MOU) that receive SOR funding.
- 5. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.12., to read:
 - 6.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

6.12.1. Internal policies for the distribution of Fentanyl strips;

6.12.2. Distribution methods and frequency; and

6.12.3. Other key data as requested by the Department.

6. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards by adding Subsection 6.13., to read:

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FIT/NHNH, Inc. Page 1 of 5

Contractor Initials 873172021 Date

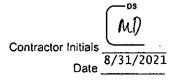
- 6.13. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
 - 6.13.1. Invoicing;
 - 6.13.2. Funding restrictions; and
 - 6.13.3. Billing.
- 7. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:
 - This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
- 8. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 2, to read:
 - Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 SOR II Budget through Exhibit B-7 Amendment #2 SOR II Budget.
- 9. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 4, to read:
 - 4. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
 - 4.1. Backup documentation includes, but is not limited to:
 - 4.1.1. General Ledger showing revenue and expenses for the contract.
 - 4.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 4.1.3. Invoices supporting expenses reported.
 - 4.1.3.1. Unallowable expenses include, but are not limited to:
 - 4.1.3.1.1. Amounts belonging to other programs.
 - 4.1.3.1.2. Amounts prior to effective date of contract.
 - 4.1.3.1.3. Construction or renovation expenses.
 - 4.1.3.1.4. Food or water for employees.

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FIT/NHNH, Inc. Page 2 of 5 Contractor Initials

A-S-1.0

- 4.1.3.1.5. Directly or indirectly, to purchase, prescribe, or-provide marijuana or treatment using marijuana.
- 4.1.3.1.6. Fines, fees, or penalties.
- 4.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
- 4.1.3.1.8. Cell phones and cell phone minutes for clients.
- 4.1.4. Receipts for expenses within the applicable state fiscal year.
- 4.1.5. Cost center reports.
- 4.1.6. Profit and loss report.
- 4.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 4.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 4.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 10. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, by adding Section 14 to read:
 - 14. For the purposes of this Agreement:
 - 14.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR §200.330.
 - 14.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 14.3 The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
- 11. Add Exhibit B-7 Amendment #2, SOR II Budget, which is attached hereto and incorporated by reference herein.
- 12. Add Exhibit B-8 Amendment #2, SOR II Budget, which is attached hereto and incorporated by reference herein.



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

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

State of New Hampshire Department of Health and Human Services

9/1/2021

Date

— DocuSigned by: Katja Fox

Name: Katja Fox

Title: Director

FIT/NHNH Inc.

----- DocuSigned by:

8/31/2021

Date

Maria Devlin <u>A533172B74E140C...</u> Name: Maria Devlin Title: President & CEO

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A-S-1.0

FIT/NHNH, Inc. Page 4 of 5 The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

DocuSigned by

OFFICE OF THE ATTORNEY GENERAL

9/3/2021

Date

J. Christopher Marshall

Name: J. Christopher Marshall Title: Assistant Attorney General

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

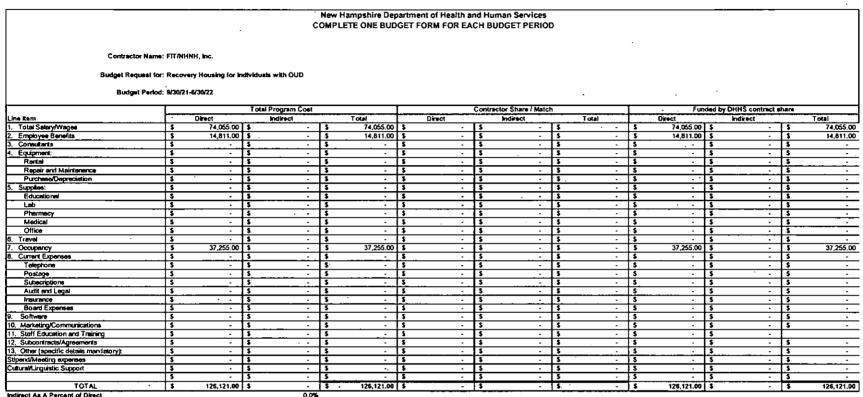
OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

FIT/NHNH, Inc. Page 5 of 5

Exhibit B-7 Budget Amendment #2 SOR B Budget



Indirect As A Percent of Direct

FIT/NHNH, Inc. RFA-2019-BDAS-02-RECOV-02-A02 Exhibit B-7 Amendment #2 SOR II Budget Page 1 of 1

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мD Contractor Initial 8/31/2021 Date

Exhibit B-8 Budget Amendment #2 SOR I Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD Contractor Name: FIT/NHNH, Inc. Budget Request for: Recovery Housing for Individuals with OUD Budget Period: SFY 2023 7/1/22-9/29/22 Total Program Cost Contractor Share / Match Funded by DHH\$ contract share Line item Direct ···· indirect Total Direct. Total* Direct Total Indinact Indice ct . Total Salary/Wages 25,425.00 \$ 25,425.00 S 25,425.00 \$ 25,425.00 i s 5 S 13 e 5 5,085.00 \$ 5,085.00 . Employee Benefits 15 15 5.065.00 \$ -\$ \$ 13 5,085.00 S s -. -- 5 Consultants \$ s \$ - 15 · \$ · \$ -5 -t • . Equipment: 15 -5 • \$. \$ -5 • 5 - \$ -\$ -- 15 Rental i s -5 • 5 · 5 - 5 -• -5 · 5 Repair and Maintenance 1 \$ • \$ - 5 s - 5 ---\$. 2 -Purchase/Depreciation 15 · \$ - S - 15 · \$ - 5 ŝ • \$ Supples: i s - 5 · 5 . . - 5 -5 - 5 -\$ \$ • Ś · 5 Educational 1 \$ -÷ . 15 • \$ • \$. • -Lab 15 · | \$ - \$ - 15 s -• - 5 -S • Pharmecy 15 · \$ • \$. . \$ - \$ ----÷ Medical - 5 . 5 - 5 15 --5 * Office 15 . \$. \$ - 5 τ_ - 5 - 5 • -. ŝ 3 Travel 15 - 5 - 5 . . · \$. . . 5 . ŝ • \$ 11,531.00 \$ 11,531.00 \$ - 5 Occupancy · · S 11,531.00 \$ 11,531.00 i s - 5 • S . S 15 - 5 - 5 . . . Current Expenses . S • 13 5 -٠ . -Telephone i s - 5 - 5 - \$ - 5 . \$ - 5 s . s Postage 15 s -- \$ • \$ • \$ - 5 -5 s . Subscriptions 15 -\$ -5 - \$ - 5 • - 5 -S --Audit and Legal - <u>s</u> · 5 15 -5 - 5 . \$ ŝ ÷_ -. -15 - 5 - 5 Insurance - 5 - \$ - S • 5 -- 5 Board Expenses 15 - 5 - <u>s</u> - \$ • 5 • 5 -5 -5 9. Software 15 - 5 - 5 - 5 - 5 . . -5 -٠ --10. Marketing/Communications - \$ - 5 . . 15 - 5 . \$ · . . S -S • \$ • \$ - \$ 11. Staff Education and Training 15 -15 - \$ -- \$ -\$ · s \$ • -5 ŝ 12. Subcontracts/Agreements - 5 - 5 - \$ - \$ - \$ ٠ • Ξ_ 13. Other (specific details mandatory): 5 - 5 5 - 5 \$ ---- \$ ٠ ŝ • ·.__ Stipend/Meeting expenses 5 . . - \$ - 5 - 5 - \$. \$ ÷.__ - 5 • Cultural/Linguistic Support 5 - \$ 5 5 • . \$ - 5 -5 ------\$ - 5 · 1 - 5 - 5 - 5 Ś -- 15 TOTAL 42,041.00 \$ 42,041.00 \$ • \$ -42,041.00 5 - 5 - \$ - \$ 42,041.00 \$ \$ 0.0%

indirect As A Percent of Direct

FIT/NHNH, Inc. RFA-2019-8DAS-02-RECOV-02-A02 Exhibit B-7 Amendment #2 SOR II Budget Page 1 of 1

мD Contractor Initia B/31/2021 Date_

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIT/NHNH, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 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: 207982 Certificate Number: 0005352884



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 20th day of April A.D. 2021.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I,Scott Ellison	hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)	
1. I am a duly elected Officer ofFIT/NHNH, Inc (Corporation/LLC Name)	
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareh held on <u>August 31</u> , 2021, at which a quorum of the Directors/shareholders (Date)	
VOTED: That <u>Maria Devlin, President/CEO</u> (may list (Name and Title of Contract Signatory)	more than one person)
is duly authorized on behalf of <u>FIT/NHNH, Inc.</u> to enter into contracts or ag (Name of Corporation/ LLC)	preements with the State
of New Hampshire and any of its agencies or departments and further is authorized documents, agreements and other instruments, and any amendments, revisions, or more 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 for	ce 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 incontracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: August 31, 2021

Signature of Elected Officer Name: Scott Ellison Title: Board of Director, Chair

FAMIINT-01

DBEAUDOIN	

DATE	(MM/DD/YYYY)	
0.	20/2024	

ACORD	CERT	IFICATE OF LIA	ABILITY INS	SURAN	CE		26/2021
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SURANC	DR NEGATIVELY AMEND, E DOES NOT CONSTITU CERTIFICATE HOLDER.	EXTEND OR ALT	ER THE CO BETWEEN	DVERAGE AFFORDED B THE ISSUING INSURER(3Y THI S), AU	E POLICIES ITHORIZED
IMPORTANT: If the certificate hold If SUBROGATION IS WAIVED, subj this certificate does not confer rights	ect to the	e terms and conditions of	the policy, certain	policies may	NAL INSURED provisions require an endorsement	orbe	endorsed. atement on
PRODUCER			CONTACT NAME:				
Davis & Towle Morrill & Everett, Inc. 115 Airport Road			PHONE (A/C, No, Ext): (603) 2	225-6611	FAX (A/C, No):((<u>303) 2</u>	225-7935
Concord, NH 03301			E-MAIL ADDRESS:		-		
							NAIC #
			INSURER A : Philade	IPNIA INSUL Ite Health Care &	Ance Company Human Services Self Insured Gr	OUD	23850
FIT/NHNH, Inc.			INSURER C :				· · · ·
122 Market St			INSURER D :				
Manchester, NH 03101			INSURER E :			•	
		<u> </u>	INSURER F :				J
					REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA' EXCLUSIONS AND CONDITIONS OF SUCI	REQUIREN (PERTAII	VENT, TERM OR CONDITION	N OF ANY CONTRA DED BY THE POLIC	CT OR OTHER	R DOCUMENT WITH RESPEC ED HEREIN IS SUBJECT TO	CT TO	WHICH THIS
INSR TYPE OF INSURANCE	ADDL SUB		POLICY EFF (MM/DP/YYYY)	POLICY EXP (MM/DD/YYYY)			
A X COMMERCIAL GENERAL LIABILITY						\$	1,000,000
		PHPK2221002	1/1/2021	1/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000 20,000
						<u>\$</u>	1,000,000
	-					<u>s</u> s	3,000,000
						<u>,</u> s -	3,000,000
						\$	
A AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		PHPK2221005	1/1/2021	1/1/2022	BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY SCHEDULED AUTOS ONLY NON OWNED		•			BODILY INJURY (Per accident)	<u>\$</u>	
HIRED ONLY AUTOSONLY						<u>\$.</u>	
A X UMBRELLA LIAB OCCUR	+ +				ii	<u>s</u>	5,000,000
EXCESS LIAB CLAIMS-MAD	E	PHUB751268	1/1/2021	1/1/2022		<u>*</u>	
DED X RETENTION \$ 10,00	0					\$	5,000,000
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER		
AND EMPEOTERS LIABLET Y // ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		HCHS2020000404	2/1/2021	2/1/2022	E.L. EACH ACCIDENT	\$	1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below A Professional Liabili		PHPK2221002	1/1/2021	1/1/2022	E.L. DISEASE - POLICY LIMIT	<u>\$</u>	1,000,000
A Professional Liabili		PHPK2221002	1/1/2021	1/1/2022	Aggregate		3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH \$1,000,000 Excess Employers Liability Co	CLES (ACO verage is	RD 101, Additional Remarks Schedu provided under Policy# EWi	ule, may be attached if mo C009477 by Midwest	re space is requir Employers C	red) asualty Corp policy tern	ר 2/1/2	020 - 2/2/2021.
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Our Mission

The mission of Families in Transition is to prevent and break the cycle of homelessness.

BerryDunn



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in Transition Providing & Home Building Hope



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2020

(With Comparative Totals for 2019)

With Independent Auditor's Report

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INDEPENDENT AUDITOR'S REPORT

Board of Directors FIT/NHNH, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of FIT/NHNH, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2020 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2020, and the changes in their consolidated net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

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Board of Directors FIT/NHNH, Inc. and Subsidiaries Page 2

Report on Summarized Comparative Information

We have previously audited the Organization's 2019 consolidated financial statements and, in our report dated March 31, 2020, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2019 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2020, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn Mcheil & Parker, LLC

Manchester, New Hampshire March 29, 2021

Consolidated Statement of Financial Position

December 31, 2020 (With Comparative Totals for December 31, 2019)

		<u>2020</u>		<u>2019</u>
ASSETS				
Current assets Cash and cash equivalents Accounts receivable Grants and contributions receivable Prepaid expenses Other current assets	\$	3,536,208 67,946 1,691,498 87,753 60,946	\$	2,522,454 67,501 589,218 65,512 59,367
Total current assets	_	5,444,351	_	3,304,052
Replacement reserves Reserve cash designated for properties Investments Investment in related entity Property and equipment, net Development in process Other assets		512,271 847,300 1,235,007 1,000 34,425,916 218,835 80,638	_	428,390 1,012,597 1,123,413 1,000 32,788,053 155,686 80,638
Total assets	\$_	42,765,318	\$_	38,893,829
LIABILITIES AND NET ASSETS				
Current liabilities Current portion of long-term debt Accounts payable Accrued expenses Other current liabilities	\$ -	345,909 889,234 264,583 134,693	\$	317,739 167,557 372,038 59,671
Total current liabilities		1,634,419		917,005
Long-term debt, net of current portion and unamortized deferred costs	_	15,223,778	_	15,610,670
Total liabilities		16,858,197		16,527,675
Net assets Without donor restrictions - controlling interest Without donor restrictions - noncontrolling interest		22,831,326 2,344,795	_	19,284,224 2,602,333
Total without donor restrictions		25,176,121		21,886,557
With donor restrictions	_	731,000	_	479,597
Total net assets	_	25,907,121	_	22,366,154
Total liabilities and net assets	\$	42,765,318	\$	38,893,829

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

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Consolidated Statement of Activities

Year Ended December 31, 2020 (With Comparative Totals for the Year Ended December 31, 2019)

	Ŵ	thout Donor Restrictions <u> - Controlling Interest</u>	١	Mithout Donor Restrictions <u> - Noncontrolling Interest</u>	Тс	otal Without Donor <u>Restrictions</u>	With Donor Restrictions		Total 2020		Total <u>2019</u>
Revenue and support											
Federal, state and other grant support	\$	4,317,329	\$	· -	\$	4,317,329	\$ 615,231	\$		\$	4,629,513
CARES Act Grants		4,183,652		-		4,183,652	-		4,183,652		
Rental income, net of vacancies		2,492,880		-		2,492,880	•		2,492,880		2,346,802
Thrift store sales		410,942		-		410,942	-		410,942		573,355
Public support		2,952,466		-		2,952,466	-		2,952,466		2,050,951
Tax credit revenue		-		-		-	-		•••		268,238
Special events.		420,547		-		420,547	•		420,547		518,237
Developer fees		121,670		-		121,670	-		121,670		101,545
VISTA program revenue		-		-		· · · · · -	-				75,368
Unrealized gain on investments		103,827		-		103,827	-		103,827		252,431
(Loss) gain on disposal of assets		(1,362)		-		(1,362)	-		(1,362)		210,190
Interest income		14,838		. •		14,838	-		14,838		19,326
In-kind donations		9,244		-		9,244	-		9,244		105,484
Investment income		8,207		-		8,207	-		8,207		21,969
Forgiveness of debt		131,267		-		131,267	-		131,267		131,267
Medicaid reimbursements		488,990		-		488,990	-		488,990		674,861
Other income		201,865		-		201,865	•		201,865		226,640
Net assets released from restrictions	_	363,828		<u> </u>	-	363,828	(363,828)	•	<u> </u>	-	
Total revenue and support	-	16,220,190		_	-	16,220,190	251,403		16,471,593	_	12,206,177
Expenses											
Program activities											
Housing		10,277,005		-		10,277,005	-		10,277,005		9,524,438
Thrift store		415,817		<u> </u>	_	415,817			415,817	_	417,963
Total program activities	_	10,692,822				10,692,822	-		10,692,822.		9,942,401
Fundraising		1,074,295		· .		1,074,295	-		1,074,295		1,000,388
Management and general	_	1,186,537		<u> </u>	-	1,186, <u>537</u>	<u> </u>		<u>1,186,537</u>	_	1,078,712
Total expenses	_	12,953,654			_	12,953,654			12,953,654		12,021,501
Excess of revenue and support over expenses		3,266,536		•		3,266,536	251,403		3,517,939		184,676
Capital contributions		24,438		-		24,438	-		24,438		12,928
Partnership distributions		(543)		(867)		(1,410)	• •		(1,410)	•	(7,317)
Change in net assets		3,290,431		(867)	-	3,289,564	251,403		3,540,967	_	190,287
-											
Change in net assets attributable to noncontrolling interest in subsidiaries	_	256,671		(256,671)	-	<u> </u>			<u> </u>	_	<u> </u>
Change in net assets after reclassification of portion attributable to noncontrolling interest in subsidiaries		3,547,102		(257,538)		3,289,564	251,403		3,540,967		190,287
Net assets, beginning of year		19,284,224		2,602,333	_	21,886,557	479,597		22,366,154	_	22,175,867
	_					25 176 424	731,000		25 007 134		22,366,154
Net assets, end of year	\$_	22,831,326	2	\$ <u>2,344,795</u>	3	25,176.121	\$ /31,000	•	25,907,121	°=-	22,300,134

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

Consolidated Statement of Functional Expenses

Year Ended December 31, 2020 (With Comparative Totals for the Year Ended December 31, 2019)

	Program	Activities	_			
	Housing	Thrift Store	Fundraising	Management and General	2020 <u>Total</u>	2019 <u>Total</u>
Salaries and benefits					-	
Salaries and wages	\$ 4,739,044	\$ 268,372	\$ 465,765	\$ 683,020	\$ 6,156,201	\$ 5,295,139
Employee benefits	506,292	21,134	49,673	73,234	650,333	546,228
Payroll taxes	329,916	20,663	33,444	49,060	433,083	393,960
Total salaries and						
benefits	5,575,252	310,169	548,882	805,314	7,239,617	6,235,327
Other expenses						
Advertising	9,001	19,278	2,335	5,749	36,363	56,494
Application and permit fees	0,001	10,210	2,000	0,,,,0		4,915
Bad debts	63,594	-	•		63,594	13 402
Bank charges	8,125	6,059	881	7,027	22,092	21,874
Condominium association fees	15,515	0,000		1,021	15,515	12,072
Consultants	109,301	2,900	13,736	18,272	144,209	49,374
COVID expenses	336,834	1,840	36,824	52,646	428,144	45,574
Depreciation	1,116,863	10,101	166,761	88,507	1,382,232	1,239,330
•				00,007		
Events	9,709	741	63,921	-	74,371	147,755
Food	156,813	-	40.000	-	156,813	124.060
General insurance	150,186	1,924	16,826	11,565	180,501	175,444
Interest expense	189,205	494	36,525	12,175	238,399	221,658
Management fees	-	-	-	-		6,724
Meals and entertainment	1,663	138	192	285	2,278	4,747
Membership dues	10,449	-	1,289	1,933	13,671	8,621
Merger expenses	-	-	-	-	-	146,686
Office supplies	64,808	8,490	6,841	10,075	90,214	131,166
Operational expenses - other	156,304	-	-	-	156,304	107,422
Participant expenses	72,037	-	-	-	72,037	139,602
Postage	7,219	8	912	1,352	9,491	16,240
Printing	18,189	3,112	2,198	3,216	26,715	47,361
Professional fees	128,112	4,000	8,677	42,254	183,043	212,640
Rental subsidies	301,110	-	-	-	301,110	332 635
Repairs and maintenance	422,528	17,050	56,979	31,988	528,545	721,321
Staff development	24,383	50	2,959	4,424	31,816	45,882
Taxes	337,333	3,000	· · ·	-	340,333	367,212
Technology support	147,700	1,376	17,247	25,620	191,943	221 898
Telephone	122,090	1,320	10,143	15,114	148,667	137,136
Travel	21,145	272	2,767	4,134	28,318	51,658
Utilities	508,965	17,984	64,754	26,209	617,912	643,659
VISTA program	66,785	.,,004	12,646	20,200	79,431	208,887
Workers' compensation	125,787	5,511		18,678	<u>149,976</u>	168,299
Total expenses	\$ <u>10,277,005</u>	\$ <u>415,817</u>	\$ <u>1,074,295</u>	\$ <u>1,186,537</u>	\$ <u>12,953,654</u>	\$ <u>12,021,501</u>

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

Consolidated Statement of Cash Flows

Year Ended December 31, 2020 (With Comparative Totals for the Year Ended December 31, 2019)

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	<u>2020</u>	<u>2019</u>
Cash flows from operating activities	,	
Change in net assets	\$ 3,540,967	\$ 190,287
Adjustments to reconcile change in net assets to net cash provided by		
operating activities		
Depreciation and amortization	1,395,576	1,253,461
Forgiveness of debt	(131,267)	
Unrealized gain on investments	(103,827)	
Loss (gain) on disposal of assets	1,362	(210,190)
(Increase) decrease in:	(445)	(15,290)
Accounts receivable Grants and contributions receivable	(445) (1,102,280)	
Prepaid expenses	(1,102,280) (22,241)	
Other current assets	(1,579)	
Increase (decrease) in:	(1,010)	100,070
Accounts payable	(46,887)	(82,350)
Accrued expenses	(107,455)	
Due to related party	-	(35,613)
Other current liabilities	75,022	(22,804)
Net cash provided by operating activities	3,496,946	1,035,944
Cash flows from investing activities Repayments from related parties		35,613
(Purchases) proceeds from sale of investments	(7,767)	
Investment in development in process	(63,149)	•
Proceeds from disposal of assets	(00,140)	846,634
Acquisition of property and equipment	(2,227,481)	(1,730,333)
Net cash used by investing activities	(2,298,397)	(905,616)
	,	, <u></u> ,
Cash flows from financing activities		(145.000)
Net repayments on line of credit Proceeds from long-term borrowings	2,452	(145,000) 2,127,975
Payment of financing costs	2,402	(31,409)
Payments on long-term debt	(268,663)	(771,218)
Net cash (used) provided by financing activities	(266,211)	1,180,348
Net increase in cash, cash equivalents and restricted cash	932,338	1,310,676
Cash, cash equivalents and restricted cash, beginning of year	3,963,441	2,652,765
Cash, cash equivalents and restricted cash, end of year	\$ <u>4,895,779</u>	\$ <u>3,963,441</u>
Composition of cash, cash equivalents and restricted cash, end of year		
Cash and cash equivalents	\$ 3,536,208	\$ 2,522,454
Replacement reserves	512,271	428,390
Reserve cash designated for properties	847,300	1,012,597
	\$ <u>4,895,779</u>	\$ <u>3,963,441</u>
Supplemental disclosures:		
	\$ 768,564	\$ -
Acquisition of property and equipment through accounts payable	\$ <u>25,412</u>	¢
Acquisition of property and equipment through long-term borrowings from seller	v <u></u> £∪,→1£ ¢	\$ <u>3,972,896</u>
Property and equipment transferred from development in process	₹ <u></u>	
Interest paid	\$ <u>238,399</u>	\$ <u>221,658</u>

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

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

Organization

FIT/NHNH, an incorporated New Hampshire nonprofit, provides hunger relief, emergency shelter, safe affordable housing and support services to individuals and families who are homeless or in need in the State of New Hampshire. The programs and services offered provide positive outcomes through the incorporation of evidence based models and practices to meet identified needs and goals of those they serve and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by two limited partnerships of which the Organization, or one of its subsidiaries, is the sole general partner. These limited partnerships include Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

The Organization also owns and operates emergency shelters for homeless individuals in facilities located on Manchester Street and Union Street in Manchester, NH. In 2020, FIT/NHNH purchased an additional property on Lake Ave in Manchester, New Hampshire where it will operate its food pantry formerly located at the Manchester Street, Manchester, New Hampshire facility.

Housing Benefits, a Community Development Housing Organization was created to identify and develop new housing units and refurbish existing units to meet the persistent need of combating homelessness. Completed housing units are located on Concord Street, School & Third Street, Lowell Street, Belmont Street, Market Street, Spruce Street and Hayward Street, in Manchester, New Hampshire as well as additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), and at Bicentennial Square in Concord, New Hampshire and an emergency shelter location in Wolfeboro, New Hampshire.

On April 12, 2019, HB-AH, LLC (HB-AH) was legally formed as a limited liability company organized under the laws of the State of New Hampshire, which is treated as a disregarded entity for federal income tax purposes. HB-AH's purpose is to acquire, own, rent, operate and manage 23 residential apartments located in Manchester, New Hampshire. HB-AH is to operate exclusively to further the charitable purpose of Housing Benefits, HB-AH's sole member.

The Organization is the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family Outfitters, LLC (OutFITters), a limited liability corporation. OutFITters operates an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

The Organization is the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy."

Wilson Street Condominium Association (the Association) was established for the purpose of maintaining and preserving a five unit property located on Wilson Street in Manchester, New Hampshire. The Organization is the majority owner of the Association.

The Organization has several wholly-owned corporations which include Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

In 2021, it is anticipated that FIT/NHNH will begin the redevelopment of its Union St property. The project, known as Angie's Housing Program, will create 11 units of permanent, supportive housing for those experiencing homelessness.

1. Summary of Significant Accounting Policies

Principles of Consolidation

Since the General Partners have control of the Limited Partnerships, in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 810-20-25, *Consolidation*, the financial statements of the Limited Partnerships are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statement of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, Housing Benefits, HB-AH, MEH, OutFITters, NHCEH, the Association, and the General Partners. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

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Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2019 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

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

Basis of Presentation

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

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities.

All contributions are considered to be available for general use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

The Organization reports contributions of buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Reserves are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation, less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated. Following is a summary of estimated useful lives by asset category:

Land improvements	20 years
Buildings and improvements	3 - 40 years
Furniture and fixtures	3 - 10 years
Equipment	3 - 10 years
Vehicles	5 years

Rental Income

Rental revenue is recognized pro rata over each tenant's period of occupancy. A contract is entered into with a tenant and covers a period of twelve months. All rents are collected at the beginning of each month and are nonrefundable. A tenant has an option to cancel a lease at any time with a minimum of 30 days notice, at which time the Organization will prorate the final rent payment through a tenant's expected move-out date.

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

When a contract is entered into with a tenant, the Organization collects a security deposit. The security deposits are maintained in separate cash accounts and a corresponding liability is recognized. Upon termination of a tenant's contract, the Organization assesses the condition of the unit being vacated. If it is determined a unit is vacated in a condition equivalent to when the tenant occupied the unit, the security deposit is refunded to the tenant. If a unit is determined to be vacated in a condition less than equivalent to when the tenant occupied the unit, the security deposit is retained and recognized as revenue.

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2020 and 2019 was approximately \$414,047 and \$1,030,000, respectively.

Functional Expense Allocation

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated include salaries and benefits, depreciation and amortization, office and other expenses, which are allocated based on direct payroll hours by functional cost centers.

Change in Net Assets from Operations

The consolidated statements of activities include a measure of change in net assets from operations. Changes in net assets which are excluded from change in net assets from operations include capital contributions and partner distributions which are considered non-operating.

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2020 and 2019, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as partnerships, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

The Association is not exempt from income taxes; however, the Code categorizes any profits realized by the Association from its member activities as reductions of members' contributions towards the operation of the condominium property and not as taxable income of the Association or its members. Accordingly, no provision for income taxes has been made in these consolidated financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 29, 2021, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

As of December 31, 2020, the Organization has working capital, excluding current assets with donor restrictions, of \$3,095,757 and average days (based on normal expenditures) cash and cash equivalents on hand of 90.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on long-term debt, and capital acquisitions not funded through replacement reserves or financed with debt, were as follows:

	1	<u>2020</u>	<u>2019</u>
Financial assets:			·
Cash and cash equivalents	\$3	,536,208	\$ 2,522,454
Accounts receivable	•	67,946	67,501
Grants and contributions receivable	1	,691,498	589,218
Investments		,235,007	1,123,413
Total financial assets	6	,530,659	4,302,586
Donor-imposed restrictions:		,	
Restricted funds		<u>(731,000)</u>	<u>(479,597</u>)
Financial assets available at year end for			
current use	\$ <u>5</u>	<u>,799,659</u>	\$ <u>3,822,989</u>

The Organization also has a line of credit available to meet short-term needs, as described in Note 5.

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

The Organization has replacement reserves and cash reserves designated for properties as part of its debt financing with New Hampshire Housing Finance Authority (NHHFA) which are only available when approved by NHHFA. As a result, these replacement reserves and cash reserves designated for properties are not considered available for general expenditure within the next year and are not reflected in the amount above. The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

3. Property and Equipment

Property and equipment consisted of the following:

		<u>2020</u>		2019	
Land	\$	3,764,378	\$	3,764,378	
Land improvements		650,360		650,360	
Buildings and improvements		41,941,856		39,119,498	
Furniture and fixtures		1,055,379		920,936	
Equipment		639,373		604,425	
Vehicles		386,565		361,153	
Construction in progress	_		_	85 <u>0</u>	
		48,437,911		45,421,600	
Less: accumulated depreciation		14,011,995	.	12,633,547	
Property and equipment, net	\$	34,425,916	\$	32,788,053	

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At December 31, 2020 and 2019, the Organization held \$37,334,275 and \$37,087,574, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and improvements at December 31, 2020 and 2019 was \$10,319,415 and \$9,284,428, respectively.

4. Development in Process

At December 31, 2020 and 2019, development in process consisted of various projects in process related to all of the properties owned by the Organization.

5. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$550,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There were no outstanding balance as of December 31, 2020 and 2019.

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

6. Long-Term Debt

Lon	g-term debt consisted of the following:	<u>2020</u>	•	2019
A r	nortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 46,492	\$	50,142
	note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283		163,283
A r	mortgage loan payable to St. Mary's Bank in monthly payments of \$883, including interest at 5% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034.	103,048		104,019
A r	nortgage loan payable to TD Bank, N.A. in monthly payments of \$1,123, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	36,401		48,028
А	mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	196,746		207,307
A	mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	128,086		135,156

Notes to Consolidated Financial Statements

A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This note is nonrecourse.	84,456	85,018
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$84,456 note payable.	336,674	336,955
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	260,000	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This note is nonrecourse.	445,068	445,068
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	193,172	207,057
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	226,725	226,725
A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000

Notes to Consolidated Financial Statements

230,000	230,000
19,860	32,773
850,000	850,000
396,436	415,323
600,000	600,000
505,816	516,277
72,726	81,817
	19,860 850,000 396,436 600,000 505,816

Notes to Consolidated Financial Statements

А	note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,922 include principal and interest at 3.25%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT/NHNH, Inc. and Big Shady Tree.	235,835	251,100
A	mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,683 include principal and interest at 8% per annum. The note is due in February 2021.	9,544	40,664
A	second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	617,613	617,613
A	mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	413,575	413,575
A	mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628
А	second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.	156,022	160,022
A	noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2020 and 2019, \$131,267 was recognized as revenue and support in the consolidated statements of activities.	721,963	853,230

Notes to Consolidated Financial Statements

A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	216,148	216,148
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due annually by October 1. The note is due in full by October 1, 2045.	567,808	572,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$2,137 include principal and interest at 4.35%. The note is due in full by April 2024.	372,849	386,216
A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan was paid in full in 2020.	-	4,237
A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan was paid in full in 2020.	-	5,989
A vehicle loan payable in monthly payments of \$472, including interest at 4.25%. The loan is due in March 2025 and is collateralized by the related vehicle.	20,560	-
A vehicle loan payable in monthly payments of \$308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.	9,791	12,930
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non- interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$991 include principal and interest at 3.015%. The note is due in full by October 2025.	174,276	177,428

Notes to Consolidated Financial Statements

A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,283 include principal and interest at 4.94%. The note is due in full by January 2027.	364,674	373,411
A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal, interest and escrow of \$6,854 are due over a 30 year period starting September 2018 at 4.90% interest.	707,538	724,146
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments are due in amounts equal to 25% of surplus cash. The loan is due in full by November 1, 2047.	720,000	720,000
Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.9% annual interest rate. The loans are due and payable in March 2022.	15,937	28,771
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047:	1,453,182	1,458,182
A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note		
is due in full by December 1, 2047.	531,252	531,252

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FIT/NHNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The loan is due in full by December 1, 2047.		780,000	
A mortgage note payable to NHHFA and is collateralized by the real estate and personal property of HB-AH, LLC on Concord Street in Manchester, New Hampshire. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of \$6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.		1,558,090	
A technical assistance note payable to NHHFA to provide support to the Organization for renovations at the Union Street Shelter in Manchester, New Hampshire. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.		41,627	
A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2% will be		28,924	
required until December 2021.			
	15,613,873	15,985,939	
Less current portion Less unamortized deferred costs	345,909 44,186	317,739 <u>57,530</u>	
	\$ <u>15,223,778</u>	\$ <u>15,610,670</u>	

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

Principal maturities of long-term debt over the next five years and thereafter are as follows:

2021	\$ 345,909
2022	229,001
2023	551,929
2024	666,228
2025	303,181
Thereafter	<u>13,517,625</u>
	\$ 15 613 873

Interest expense charged to operations, including amortization of deferred costs of \$13,344, was \$238,399 and \$221,658 in 2020 and 2019, respectively.

7. Net Assets

At December 31, 2020 and 2019, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	<u>2020</u>	<u>2019</u>
Investments to be maintained in perpetuity, income is to support general operations	\$25,000	\$ <u>25,000</u>
Funds maintained with donor restrictions temporary in nature: The Family Place Scholarships Housing programs Direct care for clients Hope House NHNH merger Substance use disorder services NHNH programs Passage of time	134,190 19,264 35,000 147,904 369,642	81,933 8,764 37,500 88,784 21,067 12,779 119,760 17,344 <u>66,666</u>
Total funds maintained with donor restrictions temporary in nature	<u> </u>	454,597
Total net assets with donor restrictions	\$ <u>731,000</u>	\$ <u>479,597</u>

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

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

•	<u>2020</u>	<u>2019</u>
Satisfaction of purpose restrictions: Operating releases		
The Family Place VISTA program	\$ 9,280 -	\$ 26,607 48,116
Housing programs	55,000	-
Direct care for clients	103,321	71,083
Community Gardens	-	2,000
Hope House	21,566	107,175
NHNH merger	76,944	122,810
Substance use disorder services	97,717	· 374,438
NHNH programs	 <u> </u>	107
	 363,828	752,336
Capital project releases Family Willows Recovery Housing		
Program	-	264,238
NHNH programs	 <u> </u>	35,616
	 · <u> </u>	299,854
	\$ 363,828	\$ <u>1,052,190</u>

8. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

9. <u>Retirement Plan</u>

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$99,580 and \$71,543 during the years ended December 31, 2020 and 2019, respectively.

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

10. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows:

Limited Partner	<u>Property</u>	2020	<u>2019</u>
BCCC, Inc.	Family Bridge	10	10
Boston Financial Corporate	Family Bridge	607,520	766,943
BCCC, Inc.	Family Willows	10	10
Boston Financial Midway	Family Willows	<u>1,737,255</u>	<u>1,835,370</u>
		\$ <u>2,344,795</u>	\$ <u>2,602,333</u>

11. Uncertainty

On March 11, 2020, the World Health Organization declared the coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of the global pandemic, COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and the scale of government actions to mitigate them. To date, the U.S. government has passed legislation which allows for increased funding to states to assist in paying for costs associated with COVID-19. Therefore, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

On April 8, 2020, the Organization received a loan from the U.S. Small Business Agency (SBA) within the CARES Act under the Paycheck Protection Program (PPP) in the amount of \$1,188,400. The loan had a two-year term with a maturity date of April 2022, bearing an annual interest rate of 1%, and was to be payable monthly with the first six monthly payments deferred. The principal amount of the PPP was subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by the Organization. The Organization received notification from the lender of the loan that the amount had been forgiven in full in November 2020. The full amount of the PPP received and forgiven is included in the federal, state and other grant support in the consolidated statement of activities for the year ended December 31, 2020.

In August 2020, the Organization was awarded a grant in the amount of \$2,832,815 from the State of New Hampshire's Governor's Office for Emergency Relief and Recovery (GOFERR). The GOFERR grant is a pass-through grant provided to the State of New Hampshire through the CARES Act. The GOFERR grant will be used by the Organization to cover eligible costs outlined in the grant agreement that are incurred through December 30, 2020. At December 31, 2020, the Organization had received the entire grant amount and the full amounts of the awards have been recognized as revenue in the consolidated statement of activities as conditions of the funding have been met.

Notes to Consolidated Financial Statements

December 31, 2020 (With Comparative Totals for December 31, 2019)

In March 2020, the Organization was award a grant under the McKinney Emergency Shelter Grant Program (ESG) through the City of Manchester. The funds were provided to decompress the shelters as a result of the pandemic. The grant was paid on a reimbursement basis as qualifying expenses were incurred. Through December 31, 2020, the Organization had incurred \$162,437 of qualifying expenses. The funds have been recognized as revenue in the consolidated statement of activities and were in accounts receivable at December 31, 2020.

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SUPPLEMENTARY INFORMATION

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Consolidating Statement of Financial Position

December 31, 2020

ASSETS

	Families In Transition - <u>Operating</u>	Limited <u>Partnerships</u>	Housing <u>Benefits</u>	Family <u>Outfitters</u>	New Horizons for New <u>Hampshire</u>	Manchester Emergency <u>Housing</u>	New Hampshire Coalition to End <u>Homelessness</u>	Wilson Street Condominium <u>Association</u>	With Donor <u>Restriction</u>	Eliminations	Total
Current assets Cash and cash equivalents Accounts receivable Grants and contributions receivable Prepaid expenses Due from related parties Other current assets	\$ 1,795,698 207,973 607,168 24,656 1,567,121 4,900	\$ 45,009 12,652 15,093 24,493 17,374	\$ 183,157 36,815 	\$ 13,373 - 93,673	\$ 596.078 2,700 1,076,440 26,296 695,490	\$ 618 7.890 394 -	\$ 174,880 2,807	\$ 21,395 - 2,588 -	\$ 706,000	\$ - 5 (192,194) - (2,540,097)	3,536,208 67,946 1,691,498 87,753 60,946
Total current assets	4,207,516	114 <u>.621</u>	433,883	107,046	2,397,004	8,902	177,687	23,983	706,000	(2,732,291)	5,444,351
Replacement reserves Reserve cash designated for properties Related party notes receivable Accrued interest receivable on related party	78,891 66,865 1,725,799	121,247 249,054 -	279,047 531,381 -	-		-	• •	33,086	·	(1,725,799)	512,271 847,300 -
notes	1,248,852	-	-	-	-	-	-	-	25,000	(1,248,852)	- 1,235,007
Investments Investment in related entities	1,181,187 1,196,347		25,051	-	28,820	-	-		25,000	- (1,220,398)	1,235,007
Property and equipment, net	3,517,593	7,312,634	19,395,631	21,871	4,154,610	1,380	1,485	20,712	-	-	34,425,916
Development in process Other assets	207,489	-	50,000	-	11,346 30,638	-	-		-	· -	218,835 80,638
Other assets										• (C 007 340)	\$ 42,765,318
Total assets	\$ <u>13,430,539</u>	\$ <u>7,797,556</u>	\$ <u>20,714,993</u>	\$ <u>128,917</u>	\$ <u>6,622,418</u>	\$ <u>10,282</u>	\$ <u>179,172</u>	\$ <u>77,781</u>	\$ <u>731,000</u>	\$ <u>(6.927,340</u>)	a <u>42,165,318</u>
		í		LIABILITIES A	ND NET ASSE	TS					
Current liabilities		;			\$ 14.076		s -	s -	S -	s - :	\$ 345.909
Current portion of long-term debt Accounts payable	\$ 105,483 109.327	\$ 55,392 74,618	\$ 170,958 41,931	\$ 803	830,449	1.861	2,256	20,183	• -	(192,194)	889,234
Accrued expenses	136,831	781,758	524,710	10,779	49,530	9,827	-	•	-	(1,248,852)	264,583
Due to related parties	843,472	118,419	1,386.125	15,411	6,590	170,006	- 755	74	-	(2,540,097)	134,693
Other current liabilities	5,058	21,900	40,530	<u> </u>	66,450			<u> </u>			
Total current liabilities	1,200,171 -	1,052,087	2,164,254	26,993	967,095	181,694	3,011	20,257,	-	(3,981,143)	1,634,419
Long-term debt, net of current portion and unamortized deferred costs	1,633,073	3,637,088	11,663,664	·	15,752				_	(1,725,799)	15,223,778
Total liabilities	2,833,244	4,689,175	13,827,918	26,993	982,847	181,694	3,011	20,257	<u> </u>	(5,706,942)	16,858,197
Net assets Net assets without donor restrictions - controlling interest Net assets without donor restrictions -	10,597,295	763,586	6,887,075	101,924	5,639,571	(171,412)	176,161	57,524	-	(1,220,398)	22,831,326
noncontrolling interest	<u> </u>	2,344,795								<u> </u>	2,344,795
Total net assets without donor restriction	10,597,295	3,108,381	6,887,075	101,924	5,639,571	(171,412)	176,161	57,524	-	(1,220,398)	25,176,121
Net assets with donor restrictions	<u>`</u>				·	:			731,000	<u> </u>	731,000
Total net assets	10,597,295	3,108.381	6,887,075	101,924	5,639,571	(171,412)		57,524	731,000	(1,220,398)	25,907,121
Total liabilities and net assets	\$ <u>13,430,539</u>	\$ <u>7,797,556</u>	\$ <u>20,714.993</u>	\$ <u>128,917</u>	\$ <u>6,622,418</u>	\$ <u>10,282</u>	\$ <u>179,172</u>	\$ <u>77,781</u>	\$ <u>731.000</u>	\$ <u>(6,927,340</u>)	\$ <u>42,765,318</u>

Consolidating Statement of Activities

Year Ended December 31, 2020

	Families In Transition - <u>Operating</u>	Limited Partnerships	Housing <u>Benefits</u>	Family <u>Outfitters</u>	New Horizons for New <u>Hampshire</u>	Manchester Emergency <u>Housing</u>	New Hampshire Coalition to End <u>Homelessness</u>	Wilson Str eet Condominium <u>Association</u>	Eliminations	Without Donor Restrictions <u>Total</u>	With Donor <u>Restrictions</u>	Total
Revenue and support	•											
Federal, state and other grant support	\$ 3,022,410	\$_	\$ 400,648	\$-	\$ 1,271,795	\$ 224,215	s -	\$-	\$ (601,739)		\$ 615,231	\$ 4,932,560
CARES Act Grants	1,288,103		•	-	2,895,549	-	. •	-	-	4,183,652	-	4,183,652
Rental income, net of vacancies	283,138	695,337	1,558,365	•	23,900	2,466	-	77,476	(147,802)	2,492,880	-	2,492,880
Thrift store sales	•	-	-	410,942	-	•	-	-	-	410,942	-	410,942
Public support	2,274,854	-	180,740	100	394,024	119	102,629	-	•	2,952,466	-	2,952,466
Tax credit revenue	•	-	-	•	-	•	•	-		•	•	
Special events	122,475	-	-	-	298,072	-	-	-		420,547	-	420,547
Property management fees	957,615	-	-	-	-	•	-		(957,615)	-	-	
Developer fees	121,670	-	-	•	-	-	-	•	•	121,670	-	121,670
VISTA program revenue	-	-	-	•	-	-	-	-	-		•	
Unrealized gain on investments	34,849	•	-	-	68,978		-	•	•	103,827	-	103,827
Loss on disposal of assets	(1,362)	-	-	-	-	-	-	-		(1,362)	•	(1,362)
Interest income	104,472	1,420	4,761	-	-	-	-	77	(95,892)	14,838	-	14,838
In-kind donations	7,977	-	· •	•	1,267	-	-	-	-	9,244	-	9,244
Investment income	-	-	-	-	8,207	-	· -	-	•	8,207	-	8,207
Forgiveness of debt	•		131,267	-	-	-	-	-	-	131,267	-	131,267
Medicaid reimbursements	488,990	-	-	-	-	-	-	-	•	488,990	-	488,990
Other income	107,679	19,103	96,157	12,478	6,116	32,150	3,530	16,802	(92,150)	201,865	•	201,865
Net assets released from restrictions	363,828				<u> </u>			<u> </u>	<u> </u>	363,828	(363,828)	
Total revenue and support	9,176,698	715,860	2,371,938	423,520	4,967,908	258,950	106,159	94,355	(1,895,198)	16,220,190	251,403	16,471,593
Expenses												
Program activities	6.034.654	972,545	2,511,090	478,862	2,135,458	. 279,417	17,151	94,355	(1,830,710)	10,692,822	-	10,692,822
Fundraising	541,764	· -	306 134	-	226,397	-	-	-	-	1,074,295	-	1,074,295
Management and general	847 099	· •	130,678	-	273,056	192	<u> </u>		(64,488)	1,186,537		1,186,537
	7,423,517	972,545	2,947,902	478,862	2,634,911	279,609	17,151	94,355	(1,895,198)	12,953,654		12,953,654
Total expenses		972,045	2,347,302	470,002	2,034,311	273,005				12,000,004		12,000,004
Excess (deficiency) of revenue and support over expenses	1,753,181	(256,685)	(575,964)	(55,342)	2,332,997	(20,659)	89,008	-	-	3,266,536	251,403	3,517,939
Capital contributions		-	-	-	-	-	-	24,438	-	24,438	-	24,438
Partnership distributions	-	(1,410)	-	-	-		-		•	(1.410)		(1,410)
r armersnip alsuluadona					<u> </u>			· ·				
Change in net assets	\$ <u>1,753,181</u>	\$ <u>(258,095</u>)	\$ <u>(575,964</u>)	\$ <u>(55,342</u>)	\$ <u>2,332,997</u>	\$ <u>(20,659</u>)	\$ <u>89,008</u>	\$ <u>24,438</u>	\$ <u> </u>	\$ <u>3,289,564</u>	\$ <u>251,403</u>	\$ <u>3,540,967</u>

· ·

Consolidating Statement of Functional Expenses

Year Ended December 31, 2020

					Program Activi	ties	,						
	Families In Transition - <u>Operating</u>	Limited Partnerships	Housing <u>Benefits</u>	Family <u>Outfitters</u>	New Horizons for New <u>Hampshire</u>	Manchester Emergency <u>Housing</u>	New Hampshire Coalition to End <u>Homelessness</u>	Wilson Street Condominium <u>Association</u>	Program <u>Activities</u> <u>Total</u>	<u>Fundraising</u>	Management and <u>General</u>	<u>Eliminations</u>	<u>Total</u>
Salaries and benefits Salaries and wages Employee benefits	295,997	\$ - -	\$ 665,157 88,493	\$ 268,372 21,134	\$ 1,317,006 103,349	\$ 198,742 18,453	\$ - -	\$ - -	\$ 5,007,416 527,426	\$ 465,765 49,673	\$ 683,020 73,234 49,060	\$ - -	\$ 6,156,201 650,333 433,083
Payroll taxes	184,481		45,065	20,663	89,566	10,804	<u> </u>		350,579	33,444	49,000	<u> </u>	433,003
Total salaries and benefits	3,038.617		798,715	310,169	1,509,921	227,999	-	•	5,885,421	548,882	805,314	•	7,239,617
Adventising	6,290	-	• _	19,278	2,711	-	-	-	28,279	2,335	. 5,749	-	36,363
Bad debts	9,738	18,156	35,700			-	-	-	63,594	-	· · ·	-	63,594
Bank charges	6,610	1.052		6.059	-		301	162	14,184	881	7,027	-	22.092
Condominium association	•,•.•		74,029		-	-		_	74 029	· · · · ·		(58,514)	15,515
fees									,			(*******)	
Consultants	65,293		6,908	2,900	34,370	2,730	_	-	112,201	13,736	18,272	-	144,209
COVID expenses	120,821		3,400	1.840	209,733	2,880	_	_	338.674	36,824	52,646	-	428,144
	164,519	297,577	581,779	10,101	71,229	204	1,019	536	1,126,964	166,761	88,507	_	1,382,232
Depreciation	104,519	297,577	201,112	741	11,229	204	9,709.	300	10,450	63,921	00,507	-	74,371
Events	-	-	23,530	741	89,360	43,923	3,103,	•	156,813	03,921	-	-	156,813
Food		-					- 809	0 704	152,110	16,826	11,565	-	180,501
General insurance	28,263	41,652	48.808	1.924	15 164	5,786	809	9,704				(05 802)	
Interest expense	44,177	85,389	154,216	494	1 315	•	-		285,591	36,525	12,175	(95,892)	238,399
Management fees	83,448	198,841	629,861	-	•	-	-	25,465	937,615	-	-	(937,615)	-
Meals and entertainment	1,275	-	163	138	225	-	•	•	1,801	192	285	•	2,278
Membership dues	9,666	-	•	-	. 283	-	500	-	10,449	1,289	1,933	-	13,671
Office supplies	40,158	3,175	5,170	8,490	15,051	950	304	-	73,298	6,841	10,075	-	90,214
Operational expenses -	96,150	-	-	-	60,154	-	•	-	156,304	-	-	-	156,304
other					•								
Participant expenses	53,310	243	1,242	-	15,242	-	2,000	-	72,037	-	-	-	72,037
Postage	5,887	-	48	8	1,284	-	-	-	7,227	912	1,352	-	9,491
Printing	11,613	-	-	3,112	6,576	-	-	-	21,301	2,198	3,216	-	26,715
Professional fees	54,528	26.028	29,414	4,000	14,242	700	-	3,200	132,112	8,677	42,254	-	183,043
Related entity expenses	1,437,332	(17,525)	(617 856)	38,245	(94,889)	(51,769)	351	-	693,889	•	-	(693,889)	-
Rent	•	-		24,800		· · ·	-	-	24,800	-	64,488	(89,288)	-
Rental subsidies	285,034	-	· _	-	16,076	-,	-		301,110	-	•	•	301,110
Repairs and maintenance	38,612	89,485	190.511	17.050	67,934	15,300	-	40,686	459,578	56,979	31,988	(20,000)	528,545
Staff development	21,348	-		50	1,140	400	1,495	-	24,433	2,959	4,424	·	31.816
Taxes	34,277	74.680	228,226	3,000		75	75	-	340,333	-,	-		340,333
Technology support	114.352	478	6,943	1.376	20,249	4,972	548	158	149.076	17,247	25,620	-	191,943
	69,989	719	37,466	1,320	8,216	4,064	-	1,636	123,410	10,143	15,114		148,667
Telephone Travel	19,745	/13	51,400	272	1,360	+00.+	40	1,000	21,417	2,767	4,134	_	28.318
	29,427	152,595	254.661	17,984	44,946	14,528		12,808	526,949	64,754	26,209	-	617,912
	29,427	152,595	204,001	17,304	44,340	14,320	-	12,000	66,785	12,646	20,209	-	79.431
VISTA program	•	-	10 450		-	e e75	•	-	131,298	14,040	18,678	, -	149,976
Workers' compensation	77,390		18,156	5,511	23,566	6,675	<u> </u>		131,298		10,078		149,976
Total expenses	\$ <u>6,034,654</u>	\$ <u>972,545</u>	\$ <u>2,511,090</u>	\$ <u>478,862</u>	\$ <u>2,135,458</u>	\$ <u>279,417</u>	\$ <u>17,151</u>	\$ <u>94.355</u>	\$ 12,523,532	\$ <u>1.074,295</u>	\$ <u>1,251,025</u>	\$ <u>(1,895,198</u>)	\$ <u>12,953,654</u>

Families in Transition Board of Directors

Board of Directors

Scott W. Ellison, Chair COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner Board member since 2018

> Roy Tilsley, Vice Chair Bernstein Shur, Shareholder Board member since 2018

Robert Bartley, Treasurer Bartley Financial Advisor, President, CPA, CFP Board member since 2018

> Frank Saglio, Co-Treasurer WIPFLI, LLC, Sr. Manager Tax, Board member since 2018

Kristi Scarpone, Secretary

First, Corporate and Foundation Relations & Field Development Strategy Board member since 2018

> Dick Anagnost, At Large Anagnost Companies, President Board member since 2018

Heather Whitfield, At Large

People's United Bank, Sr. Vice President Board member since 2018

> David Cassidy, Past Co-Chair Retired Board member since 2018

Colleen Cone, Comcast, Vice President, Human Resources Board member since 2018

Alison Hutcheson Merchants Fleet, Associate Director Legal Board member since 2018

AnnMarie French NH Fiscal Policy Institute, Executive Director Board member since 2018

Rev. 5/12/2021 RS

Brian Hansen

Team Engineering, Project Manager Board member since 2018

Brian Mikol Spectrum Marketing, Co-Owner Board member since 2018

Jack Olson

Retired Board member since 2018

Kitten Stearns Realtor, Coldwell Banker Residential Brokerage Board member since 2018

Mary Ann Aldrich

Dartmouth Hitchcock, Sr. Advisor Community & Relations, External Affairs Board member since 2018

Roy Ballentine

Ballentine Partners, LLC, Executive Chairman, Board member since 2019

Sarah Jacobs

AmeriCorps/Portfolio Managers Board member since 2018

Sean Leighton City of Manchester Police Department, Captain Board member since 2019

Wayne McCormick, CFP Steward Partners Managing Director Wealth Manager Board member since 2018

Rev. Gayle Murphy Minister At Large Board member since 2020

Michael McCormick Reporting & Analytics Director/DBG Sales Operations Board member since 2020

Michael Simoneau Members First Credit Union, SVP, Community Outreach Officer Board member since 2021

> Chad Campbell SilverTech Inc., Director of Strategic Accounts Board member since 2021

Danielle Pliska First, Vice President, Finance Board member since 2021

Robert Bonfiglio Rise Wealth Management, Co-Founder of Rise Private Wealth Management Board member since 2021

Melissa Szymanowski Coca-Cola, Human Resources, Benefits, Risk & Safety, Leadership Board member since 2021

> Stephen Norton Solution Health, Chief Strategy Officer Board member since 2021

Rev. 5/12/2021 RS

Maria Devlin

Profile

Tenured professional with extensive experience leading teams through building strategies and initiatives to drive high performance. Adept at developing and carrying out a strategic vision, particularly those that require buy-in from internal and external stakeholders. Expertise includes fundraising, change management, organizational leadership, budget management and improving team engagement.

Skills/Expertise

Experienced with Organizational Budgeting including Revenue & Expense Accountability	Organizational Agility & Complexity Management	Teamwork and Team Building Skills
External Relationships & Partnerships	Face of the organization	Goal Oriented, Leads by Example,
Customer Service Oriented	Mission Focused	Visionary and Focused

Program/Project Management Experience

President & CEO

Families in Transition - New Horizons, Manchester NH

06/2020 - present

03/2008-05/2020

The President serves as Chief Executive Officer of Families in Transition-New Horizons and will have overall strategic and operating responsibility for staff, planning, development, management and successful implementation of programs and services, community engagement and execution of strategic objectives and mission of the organization.

- Establishing a vision for community impact that is achieved through the efforts of a diverse team of high-performing leaders.
- Responsible for overseeing the administration of programs to include financial performance and viability, organization
 mission and strategy, organizational operations, resource development and community impact.

Chief Executive Officer American Red Cross of NH & VT, Concord, NH

Responsible for representing the American Red Cross in the community. Focus externally on core mission delivery, fundraising and being the face of the Red Cross for the media, donors and their communities. Responsible for oversight and execution of a \$5 million operating budget.

- Created overall strategic planning and oversight for 3 major transitions in Northern New England. Oversight of execution of staff and board integration.
- Lead organizational goals for service delivery, fundraising and external relations for the past 4 years have met or exceeded key performance indicators and revenue target of \$1.2 – 2.5 million annually
- Lead dual-state (NH/VT) operations with a team of 24 FTEs plus 1100 volunteers at multiple locations in August 2019, began merger with Red Cross of Maine to align staffing, processes, procedures for a new 3-state region
- Build lasting community partnerships with local corporations & groups to ensure mission delivery such as installing over 12,000 free smoke alarms in homes across the two states in 5 years
- Ensure that volunteers, youth and young adults are engaged and retained 93% of our volunteer workforce is engaged in
 providing at least one hour of volunteer time to mission within the last fiscal year

Interim Executive Director Director of Public Affairs

Children's Alliance of New Hampshire, Concord, NH

01/2007-03/2008

The Children's Alliance (now New Futures Kids Count) advocates, educates and collaborates to improve the health and wellness of NH's residents. Collaborated with Board of Directors on organizational budget, development goals, policy initiatives and organizational values and mission. Responsible for all operations: HR, P&L, Board Development, public policy advocacy initiatives

Organized the Children's Advocacy Network – a diverse group of organizations and individuals – dedicated to improving the life of children and families through legislative and public policy initiatives, such as statewide kindergarten, statewide children's health insurance, greater access to Children in Need of Services (CHINS) and maintaining access to Supplemental Nutrition Assistance Program (SNAP) benefits

Devlin

Acting as the Interim Executive Director supported by 3 paid staff and a board of directors with 12 members

Maria

- Stabilized fundraising, operations and personnel to ensure positive transition to new leadership
- In partnership with the Annie E. Casey Foundation, created & released the 2007 Kids Count data book for New Hampshire
 an annual report which tracks child wellbeing. Data which is used to enrich local and state-level discussions around policy
 change.

Director of Annual Giving

Southern New Hampshire University, Manchester, NH

10/2003-01/2007

Responsible for increasing annual giving from SNHU alumni, family and friends through personalized outreach, donor relationship building, and targeted fundralsing events.

- Successful \$50,000 asks to build stronger scholarship program for students at university, developed moves management plans for donors to increase donor engagement and support
- Managed annual giving program including direct mail, Telefund (connecting with alumni through current students to raise funds via phone calling) leadership and class giving, faculty/staff giving, class gift and related events
- Coordinated all stewardship activities for University President and VP, Development with average gifts over \$15,000
- Managed stewardship for all scholarship donors with average gift of over \$1,000

Director of Development & Program Services

Make-A-Wish Foundation of New Hampshire, Manchester, NH

05/1996-10/2003

- Successfully developed, implemented and executed a new volunteer management program to grow active volunteer base from 100 to over 500 volunteers throughout the state
- Managed & grew special events fundraising from 15 events annually to over 160 events grossing over \$1 million annually
- Managed communications and public relations created newsletters, managed website, pitched wish stories to media –
 increasing the number of families reached to grant over 250 wishes each year.

Education

Southern New Hampshire University, Manchester, NH Master of Science, Organizational Leadership Springfield College, Manchester, NH (satellite) Master of Science in Human Services, Community Psychology

University of Maine, Orono, ME Bachelor of Science, Child Development & Family Relations

Additional Certifications and Development

- Certified Personal Trainer, National Academy of Sports Medicine, 2019
- Adult First Ald/CPR/AED-2-year Certification, American Red Cross, 2018
- Leadership of Non-Profit Organizations, Graduate Certificate, Southern New Hampshire University, 2008

Honors& Achievements

- 2015 Community Service Award Winner, Turkish Cultural Center of NH
- 2014 Excellence In Non-Profit Award Recipient from NH Business Review

Maria_Devlin

- 2013 Business Leader of the Year Pinnacle Award Winner, Greater Concord Chamber of Commerce
- 2013 Presenter at the International Disaster Management Exhibition In Istanbul, Turkey
- 2013 Recognized as one of the Top Women-Led Non-Profits by Business NH Magazine

Community

- Women's Resource Group founding member, American Red Cross 3/19-present
- Governor's Council on Diversity and Inclusion, 3/19-present
- Waypoint NH (formerly known as Child & Family Servicies of NH) Trustee, 1/2015-present
- Volunteer New Hampshire, Board Member 2014-2016
- NH Volunteer Organizations Active in Disaster (NH VOAD), Board Member 2014-2016

Meghan E. Shea, LICSW, MLADC



OBJECTIVE

Continue to utilize and expand the clinical and management skills have I attained from my professional and academic training to secure a position in a nonprofit setting.

EDUCATION / LICENSURE

Master – Licensed Alcohol and Drug Counselor	September 2010- Present
Licensed Independent Clinical Social Worker	October 22, 2012-Present
Master of Social Work, University of New Hampshire	May 2010
 Graduated with an MSW from the Advanced Standing Progra 	m
Bachelor of Art, Social Work, University of New Hampshire	May 2006
 Graduated with an BSW with GPA of 3.41 	,
EMPLOYMENT	
Vice President, Clinical & Supportive Services	
	ecember 20th, 2017 – present
Receivership-Interim Executive Director of Serenity Place	
· Oversees all clinical and supportive services at Families in Transi	tion-New Horizons including
emergency shelter, transitional and permanent supportive housing,	Intensive Outpatient Services
Outpatient services, Recovery Housing and programming.	
 Quality of control of healthcare facilities licensure. 	
 Oversight of fidelity of evidence based practices and models. 	
· Oversight of staff competencies and required trainings for best practic	es across the apency
 Supervision of agency program managers and housing director. 	ao nacous che ngeney.
 Provide clinical supervisor for licensure and certifications. 	
 Quality control of all billing policies and procedures. 	
Clinical Director	
un bas s but s u	ept 1", 2016- December 2017
Oversee and manage Sr. Housing Program Manager who supervises the support	of the services department with up
to 25 staff providing housing (emergency, transitional and permanent) and su	postive services with canacity to
serve 200 homeless individual and families. Supportive services encompass in	dividual case management.
therapy, psycho-educational workshops, pro-social family activities and crisis i	ntervention.
 Oversee the Family Willows Program Manager who supervises 11 clinical treatment to women only 	staff who conduct co-occucring
Develop and staff Recovery Housing program and implementation of news	st housing and supportive service
programming Develop and oversight Open Doors outpatient programming for all transition	nal hausing hang some a Criteri
 Besure quality programming across Families in Transitions clinical department 	* normal brograms or 141.
 Provide training within the organization and community on substance misuse 	in NILI
Administration all provides and according for Realling I. The still of according to the state of	

- * Administer all program policies and procedure for Families In Transition's various Supportive Service
- Oversight of billing components of all levels of Co-occurring treatment.

Therapist Bedford F

Bedford Family Therapy

Treat a caseload of 15 clients in a private outpatient group practice

January 2014- Present

- Utilize various evidence based practices CBT, DBT, and Seeking Safety skills to help clients meet their own individual goals
- Conduct Drug and Alcohol assessments
- Active participant in DWI Offender Program providing mandated outpatient session for individuals coming from the Impaired Drivers Program
- Participate in weekly supervision with other licensed clinicians part of the private group practice.

Clinical & Supportive Service Manager March 7th, 2016- August 31#,2016 Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
 Manage the day to day operations for the Housing program of Families in Transition consisting of over 200 apartment units in New Hampshire.
- Provide clinical and administrative supervision for a total of 14 staff for Families In Transition
- Ensure compliance with budgetary and financial goals.
- Maintain compliance with State, Federal, Accreditation, Contract and Insurance regulations.
- Administer all program policies and procedure for Families In Transition's various Clinical Programs.

Program Manager of the Family Willow Substance Use Treatment Program September 2014-2016 Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Transitioned the program from grant funded to billing all commercial insumnces
- Increased accessibility of treatment from 86 clients in 2013 to 250 in 2016.
- Provided clinical and administrative oversight of the FW Substance Use Treatment Program
- Carried a caseload of 12-15 Individual clients providing co-occurring evidence base thempeutic interventions.
- Pacilitated Intensive Outpatient treatment in a group setting on a weekly basis to group of 12 women.
- Provided training and education to staff on clinical intervention and best practices in the group setting.

Therapist

Families In Transition

- Facilitated Intensive Outpatient Programming in a group setting daily for up to 12 clients
- Carried a caseload of up to 15 people for individual therapy.
- Provided crisis services for the hotline of Familles In Transition
- Conducted Substance Use Disorder Assessments for incoming clients
- Produced treatment plans, progress notes and supporting documentation in a timely manner
- Helped implement new curriculum changes in the treatment programming

MSW Intern

Bedford Counseling - Mental Health Center of Greater Manchester

- Conducted intake interviews for new, adult clients and develop comprehensive psycho-social assessments to
- include diagnosis and substance use assessments
- Provided psychothempeutic intervention services to twenty-two individuals using brief treatment and cognitive behavioral interventions
- Attended thempeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment .

Case Manager

June 2006- May 2010

May 2009 to May 2010

May 2010- September 2014

Families In Transition

- Provided in home case management services to 30 individuals and families to enhance housing stability among the homeless population.
- * Provided crisis hotline coverage for all clinical programming of Pamilies In Transition
- Conducted program interviews for the community support program
- Maintained all files with updated documentation, clear and concise progress notes and treatment plans
- Facilitated workshops to help enhance overall wellness to participants of the program
- Collaborated with community partners to increase referral resources

PROFESSIONAL MEMBERSHIPS

Providers Association Board of Directors-Vice President of Treatment July 2014 to Present NH Alcohol & Drug Abuse Counselors Association January 2012 to Present Member of the Manchester Substance Use Collaborative March 2012 to Present

PRESENTATIONS

NH Association for infant mental health workshop Helping Parents Be Parents: Addressing Substance Use and Trauma in a Family System- Loon Mountain June 2015 Providers Association: Addressing Substance Misuse in the Home Environment March 314,2016 at Wentworth Douglas Hospital in Dover, NH

REFERENCES - AVAILABLE UPON REQUEST

Kristen McGuigan, LICSW	
Rivertion Boston University, Tyngsuoro, MA	September 2006-May 2009
Masters of Social Work	
RIVINI COLARIEL NASILIA, NA	Septemen 2004-May 2006
Bachelor of Arts in Human Development	
Minor in Social Work	September 2002 · May 2004
New Hampsians Trepheral Institute, Concord, NFI Associatas Degree in Bachy Childhood Bducation	Billing Cost. Division
Licenses	
Liconsed Independent Clinical Social Worker in Massachusetts and New Har	mpstilre
Exportence	
FAMILIES IN TRANSITION, MANCHEBITER, NH	A
Child and Family Program Manager	OCTOBER 2016-PASSENT
 Provide individual therapy to children/adolescense and in-home Supporting families whom struggle with substance use, trauma a 	nd pomolescopus
 Supporting families whom struggio with substance use, chaund a Pacilitate therapeutic play groups and parenting groups 	in municasticas
Program Manugar/ Child and Panily Therapist	October 2009- October 2012
 Provide trauna-informed therapetitic services to homelass shild 	ren and families
 Manage the trauma-informed thorapeutic prescised and altered 	roof broßum
 Provide supervision to clinical staff and early educators whose n 	sponsibility levels vary
 Complete psychosocial assessments, develop treatment plans, m 	id DECA/BERS namesment tools
 Provide individual thorapy, family therapy, paronting workshop: 	s, statt trainings, group that apy and cities inforvention July 2018- Pressive
Psychothemapy associates of North Deaders, North Reading, MA Licensed Independent Clinical Social Worker	JOTA SOTO- LINBOUAL
 Provide individual and family counseling to children, addescence 	es. and adulta
 Provide generics to adoloscences during the transition into colleg 	
 Offer ort and play therapy services to children ages 8-15 years of 	d
 Conduct psychotherapy assessments and formulato treatment pl 	
KLAS MEBORIAL, BOSTON, MA	Octomin 2012- May 2014
(Clinical Supervisor	to all a day a new merician to all all at the first of the terms
 Oversee clinical services for children being offered in the agency Provide therapeutic services to children and families enrolled in 	, including supervision to conside som and incerting
 Provide therapediic conjects to children see families enrolled in Enroll and evences services for children that have open cases with 	
 Offer in-house trainings and on-going support in carly childhood 	
 Create and implement behavior management strategies to ensur 	
MOORE CENTER EMOVICES INC., MANADESTER, NTI	Novamen 2008- October 2009
Guse Manager, Children Services	
Assist families with children diagoosed with developmental disa	
 Oversee and manage shild budget to provide services through the Attend children's individual education plan (ISP) meetings and a 	
 Attend children's individual education plan (ISP) meetings and a aducation 	remonistic with scholin systems on portan of charged s
BASTER SHALS HERIDERITAL FACILITY CO-OCCURATE UNIT, MANCHESTOR, NH	Service 2008-May 2009
Master Level Clinical Intern	
 Participate in individual and group therapy with adolescents with 	h substance abuso diagnoses
 Develop curriculum for moup therapy 	· ·
 Involvement with drug court and the New Hampshire court syst 	om
 Porticipated in training for Therapeutic Crisis Intervention How Prass ELEMENTARY, ANNOVER, MA 	Supremulat 2007 - May 2000
Master Leval Clinical Intorn	Supreminic 2007 - Perf 2000
 Lod Individual, group, and family therapy sessions employing a session 	aristy of techniques
 Provided encotional and behavioral support to clients with nutis 	
 Served as lisison between staff and families on mental health ins 	
Trainings	
 Cortified trainer in Suickle Prevention through NAMI (National) 	
 Cortified trainer of Dr. Brazelum Touchpoints child development 	
 Cortified Disastor Case Manager Supervisor (Catholic Charities) 	
 Figulty member participating on a team with montal health prof Barly Education and Caro Systems Broakthrough Collaborative, (
training to early childhood adocators. (Boston Public Martin Co	
weinind to alord menuines provide a fearable and any property do	An and the second method with many of super-sect \$1945681745842

Sarah Bernier, LICSW, MLADC Crisis Intervention, Individual therapy, community outreach, treatment Skille planning, cognitive behavioral therapy, acceptance commitment therapy and motivational Interviewing Interventions. Education Masters in Social Work, May 2012 University of New Hampshire, Manchester NH Bachelor's Degree in Social Work and Counseling, **Completed May 2009** Franklin Plarge University, Rindge NH, GPA 3,78 Alpha Chl, (2009) High Honors in Social Work (Franklin Pierce 2009) Outstanding Senior in Social Work Award (Franklin Pierce 2009) Counselor / Behavioral Health Consultant, Manchester Community Experience Hoalth Conter, Manchester February 2015-Present Facilitates and organizes the medication assisted treatment program Serves as a behavioral health consultant in the clinic working directly with providers to assess and create plans of care for patients with substance use and mental health needs. · Connecting patients to resources and services Individual clinical caseload of adolescents and adult patients . Supervising clinical notes for the medication assisted treatment program PREP Coordinator, Child Health Services, Manchester, NH May 2012-Present · Facilitates, coordinates, recruits and retains adolescent teen girls in an evidence-based, sexual health group. Mental health counseling with teens; including wrap around case management with clients on caseload. Community outreach to promote medical homes Advanced Clinical Intern, <u>Cynthia Day Family Center</u>, Nashua, August 2011 May 2012 Providing direct support to women and children in recovery · Delivered clinical social work skills with clients on caseload Completed evidenced-based groups: Nurturing Paronting and Thinking

- for a Change, Seeking Safety
- Completed bio-psychosocial assessments, mental health assessments, and Alcohol Severity Index (ASI) with clients

Intern, <u>Teen Health Clinic</u>, Manchester, NH August 2010-May 2011

- Met with patients and assess social service needs
- Made referrals for patients to community resources
- Group work, outreach, and program development

Per Diem Rosidential Counselor, <u>Brigide Crossing</u>, Lowell, MA 2010-Jan 2012

- · Supervising adolescent girls with their children in a residential setting
- · Completing daily tasks set up by the program
- Encouraging independent living skills

Intern, <u>Court Appointed Special Advocates</u>, Keene, NH 2008-2009, 2010

- Organized Paperwork and Mail & Resource Cabinet
- Represented Child in Court including Monthly Visits with Child

Stacey Beeley

WORK EXPERIENCE

Recovery Housing Operations Manager

Families in Transition, Manchester NH May 2021-present

- Oversight of Recovery Housing programs including but not limited to; maintain waitlist, conduct interviews for move-ins, orientation, ensure that appropriate follow-up to services and program expectations are met.
- Assist system development of parents and children in accessing programs, resources and community support to further recovery and mental health goals.
- Provide services to participants using harm reduction principles as well as strength based, trauma informed and a participant empowerment approach.
- Assure Quality Assurance and Incident Reporting is conducted in accordance with the agencies policies and procedures.
- Oversight, implementation and maintenance of all required health licensure requirements and policies for assigned programs.
- Oversight of facility operations and coordination with maintenance and administration as appropriate to ensure compliance with health licensure requirements.
- Provide supervision and oversight to recovery support staff members
- Identify, develop linkages with, advocate for and coordinate access to appropriate services in the community.
- Provide crisis intervention, conflict resolution and de-escalation services and support. Conduct risk
 assessment for any participant whose condition, behavior or other circumstances represent a risk to the
 individual, person(s) providing services and/or others.
- Provide housing retention services including processing and obtaining housing rental payments and/or subsidy upon move in. Assist participants with accessing transitional and/or permanent housing.
- Partner with Property Administrator Department to meet the guidelines of client leases
- Complete professional documentation, dashboard outcomes tools and reports and ensure appropriate contract reporting, data collection, record keeping, and conduct regular file reviews.
- Attend Internal and external meetings and trainings as required or needed. Provide on-site support/collaboration with other staff to ensure program efficacy and effectiveness.
- Builds and maintain partner, community and volunteer relationships in order to provide social supports and
 referrals and acts as lialson and point of contact to partner and community agencies.

Clinical Team Lead

Caregiver Homes Merrimack Branch 2019-2021

• Provide coaching and support to Care Teams to manage risk related to population, track and respond to changes and identify the need for active at-risk case management

 Provide oversight to Care Teams to ensure compliance with documentation standards required through NCQA and Mass Health guidelines and regulations

· Manage and track program admissions/discharges, quality improvement initiatives and KPI metrics

• Facilitated statewide workgroups designed to improve Consumer and Caregiver experiences, Internal and external reporting guidelines and ensure branch efficiencies

· Led internal branch trainings on documentation, navigating technological challenges, developing goals/care plans

Continue to manage Care Manager activities listed below

Care Manager

Caregiver Homes Merrimack Branch 2015-2019

· Assess individuals to ascertain Consumer health status and suitability for Mass Health Adult Foster Care program

Facilitate Consumer and Caregiver engagement with appropriate community resources to address identified
problems or issues

· Assist Consumer and Caregivers in Identifying needs and developing person-centered plans of care

Conduct regular home visits to monitor the health and well-being of Consumers and Caregivers

· Providing education, support and coaching to both family and non-family Caregivers

· Communicates with all team members and outside service providers to ensure coordination of care

Facilitated complex case management to culturally diverse population

· Offered support and guidance to new team members as a Preceptor

Home Visitor/Parent Educator

Child and Family Services; Nashua, NH 2010 to 2015

 Provide early, intensive and comprehensive child development, case management, infant/parent relationship and family support through in-home services for Medicaid-eligible pregnant women and their infants to enhance physical, social, emotional, and intellectual development

Deliver health, educational, nutritional, and child growth and development information to parents while facilitating
positive interactions via weekly home visits

 Assess attainment of developmental milestones from birth to 3 using ASQ and ASQ-SE tools, as well as providing intervention activities to ensure fulfillment of milestones

 Provide additional programming and support through the Family Resource Center of Greater Nashua, a collaborative between Child and Family Services and other social service agencies

• Facilitate psycho-educational parenting classes and parent-child activity groups. Certified Parenting Journey, Circle of Parents, Active Parenting 1234 and Nowl facilitator

Develop Individual family support plan in collaboration with clients and support families in locating resources that
best meet their needs

• Represent Child and Family Services and the Family Resource Center at Resource Fairs and community agencies to educate others about the Healthy Families Program and to increase number of clients served

Family Intervention Counselor

Child and Family Services; Manchester, NH 2006 to 2010

 Assess individuals and families to identify barriers preventing attendance or participation in work-related activities, and assist families in overcoming barriers to retain TANF funding

Facilitate clients' rapid engagement with appropriate community resources to address identified problems or issues
 Assist clients in identifying problems and developing short- and long-term goals toward participation in NHEP
 Employment Contract activities

Develop and maintain positive working relationships with New Hampshire Employment Program team members and
maintain frequent communication to work collaboratively to coordinate services

Direct involvement in community coalitions that strengthen family well-being, such as the Concord Children's
 Initiative and Coordinated Human Services and Transit Planning Committee

Family worker

Eckerd Youth Alternatives, Inc; West Stewartstown, NH 2004 to 2006

• Provided social services to improve the well-being and social and psychological functioning of adjudicated youth and their families, including emphasis on the youths' social and academic functioning

· Completed psychosocial history, assessments, and monthly reviews on clients

Performed treatment planning and family counseling

Advocated for community and agency support for families to ensure success of campers and their successful transition back to the community

Acted as liaison between families, camp staff, and the Division of Juvenile Justice Services

Residential Counselor

St. Ann's Home; Methuen, MA 2000 to 2004

Supervised 15 boys in activities and routines, focusing on creating positive experiences. This included facilitating crisis intervention; limit-setting; developing and implementing treatment goals as part of treatment team; acting as liaison between treatment center and public schools; documenting progress reports; maintaining budgets.

EDUCATION

Bachelor of Arts (BSW Equivalent) in Social Work University of New Hampshire Durham, NH 2004

CERTIFICATIONS Certified Recovery Support Worker Training completed July 2021; Certification pending

FIT/NHNH, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maria Devlin	President & CEO	183,600	0%	-
Meghan Shea	Chief Programs Officer	105,000	10%	10,500
Kristen McGuigan	VP, Clinical/Support Services	84,273	30%	25,282
TBD	Director, SUD Services	90,000	100%	90,000
Sarah Bernier	Program Manager, Willows	77,500	50%	38,750
Stacey Beeley	Recovery Housing Oper. Mgr	58,140	50%	29,070

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,STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH 129 PLEASANT STREET, CONCORD, NH 03301

603-271-9544 1-800-852-3345 Ext 9544

Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette Commissioner

> Katja S. Fox Director

December 11, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing contracts with the vendors listed in bold below for Recovery Housing services and supports to individuals with Opioid Use Disorder (OUD), by exercising renewal options by increasing the total price limitation by \$294,950 from \$613,095 to \$908,045 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
FIT/NHNH, Inc	#15773 0-B001	Manchester	\$195,795	\$166,162	\$361,957	O: 6/19/19 #29B
Hope on Haven Hill	#27511 9-B001	Rochester	\$200,300	\$0	\$200,300	O: 6/19/19 #29B
Homestead Inn 1765, LLC	#31223 5-B001	Boscawen	\$117,000	\$128,788	\$245,788	O: 10/23/19 #18
Dismas Home of New Hampshire	#29006 1-B001	Manchester	\$100,000	\$0	\$100,000	O: 6/19/19 #29B
		' Total:	\$613,095	\$294,950	\$908,045	

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

Fiscal Detail Attached

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

EXPLANATION

This request is **Retroactive** because the Department could not have a lapse in services for individuals with a substance use disorder. Additionally, there was a delay by the Substance Abuse and Mental Health Services Administration (SAMHSA) in approving New Hampshire's requests for continued State Opioid Response Grant funding, which resulted in the efforts to add the state appropriations being delayed.

The purpose of this request is to continue providing Recovery Housing services and supports to individuals with Opioid Use Disorder who need housing in safe environment. New Hampshire has minimal capacity to serve individuals in need of recovery housing options. There are few options for specialty populations who have complex needs and/or gender-specific housing. Services provided through the contracts reduce the number of individuals who seek other types of services including hospital emergency rooms. This request will allow the contractors to continue providing recovery housing services, statewide, to service specific populations with Opioid Use Disorder, that include:

- A Recovery Residence for females only;
- A Recovery Residence for individuals who have complex criminal backgrounds that limit access to other publicly funded housing options; and
- Recovery Residences to serve the general population who are in need of housing in a supported and, safe, recovery environment.

Approximately 150 individuals will be served from September 30, 2020 to September 29, 2021.

The Contractors have increased capacity to provide respite beds for individuals in crisis situations. The individuals served benefit from having access to respite beds that enable them to be housed in a safe environment which gives them a more stable foundation on which to pursue treatment and recovery.

The Department will continue to monitor services through monthly reporting of deidentified aggregate data including:

- Number and demographics of clients served.
- Average time in shelter
- · Discharge reason and where the clients were discharged.
- Staffing changes.
- Reason for admission denials.
- Time between requests for shelter and admission.

As referenced in Exhibit C-1, Revisions to General Provisions, Section 3 of the original contracts, the parties have the option to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services one (1) of the two (2) years available.

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

Should the Governor and Executive Council not authorize this request, Recovery Housing services and supports for individuals with Opioid Use Disorder who need housing in a supported, safe recovery housing environment may not be available, which could impede individuals' recovery processes.

Area served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326

Respectfully submitted,

Avi a Weaver

Lori A. Weaver Deputy Director

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

100% Federal Funds CFDA #93.788 FAIN H79TI081685 and H79TI083326

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FD/NHNH, I	nc (#157730-B001	"				•
State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	92057040	32,632.50	(29,662)	2,970.50
2020	Contracts for Prog Svs	102-500731	92057040	130,530	(2,975)	127,555
2021	Contracts for Prog Svs	102-500731	92057040	32,632.50	-0-	32,632.50
2021	Contracts for Prog Svs	102-500731	92057046	-0-	36,799	36,799
2021	Contracts for Prog Svs	102-500731	92057048	-0-	108,000	108,000
2022	Contracts for Prog Svs	102-500731	92057048	-0-	54,000	54,000
Subtotal			· · · ·	195,795	166,162	361,957
Homestead	I Inn 1765, LLC (#:	312235— B 001)				
State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2020	Contracts for Prog Svs	102-500731	92057040	94,122	(8,622)	85,500
2021	Contracts for Prog Svs	102-500731	92057040	22,878	-0-	22,878
2021	Contracts for Prog Svs	102-500731	92057046	-0-	25,411	25,411
2021	Contracts for Prog Svs	102-500731	92057048	-0-	74,666	74,666
2022	Contracts for Prog Svs	102-500731	92057048	·0-	37,333	37,333
Subtotal		}		117,000	128,788	245,788

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Recovery Housing Services and Supports Page 1 of 2

State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	92057040	73,330	(37,998)	35,33
2020	Contracts for Prog Svs	102-500731	92057040	100,000	(39,558)	60,44
2021	Contracts for . Prog Svs	102-500731	92057040	26,970	-0-	26,97
2021	Contracts for Prog Svs	102-500731	92057046	-0-	14,356	14,35
2021	Contracts for Prog Svs	102-500731	92057048	-0-	42,133	42,13
2022	Contracts for Prog Svs	102-500731	92057048	-0-	21,067	21,06
Subtotal				200,300	-0-	200,30
State Fiscal	ne of New Hamps Class Title	hire (#290061- Class Account	B001) (Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
Year	Contracts for	100 500301	92057040	38,567	-0-	38,567
Year 2019	Prog Svs	102-500731				
	Prog Svs Contracts for Prog Svs	102-500731	92057040	49,146	-0-	49,140
2019	Prog Svs Contracts for			49,146	-0-	<u>49,14</u> 12,28

Total

613,095 29

294,950 908,045

Recovery Housing Services and Supports Page 2 of 2



State of New Hampshire Department of Health and Human Services Amendment #1 to the Recovery Housing for Individuals with OUD Contract

This 1^{et} Amendment to the Recovery Housing for Individuals with OUD contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and FIT/NHNH, Inc. (hereinafter referred to as "the Contractor"), a New Hampshire nonprofit corporation with a place of business at 122 Market St. Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item 29B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 Amendment; and Exhibit C-1 Revisions to General Provisions, Section 3 Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

September 29, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

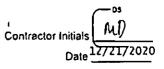
\$361,957.

- 3. Modify Exhibit A, Scope of Services Section 2. Subsection 2.7, by adding Paragraph 2.7.19., to read:
 - 2.7.19. The Contractor shall ensure patients seeking services receive a Doorway referral for substance use and ongoing care coordination if the individual:
 - 2.7.19.1 Enters care directly through the Contractor; and
 - 2.7.19.2 Consents to information sharing with the Doorway(s).
- 4. Modify Exhibit A, Scope of Services, Section 4, to read:
 - 4. Reporting Requirements
 - 4.1 The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.
- 5. Modify Exhibit A, Scope of Services, by adding Section 5, Performance Measures, to read:

5. Performance Measures

- 5.1 The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
- 6. Modify Exhibit A Scope of Services, by adding Section 6, State Opioid Response (SOR) Grant Standards, to read:

6. State Opioid Response (SOR) Grant Standard





- 6.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:
 - 6.1.1. Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
 - 6.1.2. Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.
- 6.2. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 6.3. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.
- 6.4. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
- 6.5. The Contractor and/or referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements.
- 6.6. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage and will have staff trained in Presumptive Eligibility for Medicaid.
- 6.7. The Contractor and/or referred providers shall accept clients on Medicaid Assisted Treatment (MAT) and facilitate access to MAT on-site or through referral for all clients supported with SOR grant funds, as clinically appropriate.
- 6.8. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.
- 6.9. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 6.10. The Contractor shall collaborate with the Department to understand and comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirement.
- 6.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
 - 6.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 6.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.



- 6.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
- 6.11.4. Attestations will be provided to the Contractor by the Department.
- 6.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 6.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
 - 6.12.1. Invoicing;
 - 6.12.2. Funding restrictions; and
 - 6.12.3. Billing.
- 7. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
- 8. Modify Exhibit B-1 by reducing the total budget amount by \$29,662, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 as specified, in part, in Exhibit B-4 Amendment #1 NCE Budget.
- 9. Modify Exhibit B-2 by reducing the total budget amount by \$2,975, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 as specified, in part, in Exhibit B-4 Amendment #1 NCE Budget.
- 10. Add Exhibit 8-4 Amendment #1, NCE Budget, which is attached hereto and incorporated by reference herein.
- 11. Add Exhibit B-5 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.
- 12. Add Exhibit B-6 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.





All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to September 29, 2020 upon the date of Governor and Executive Council approval.

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

State of New Hampshire Department of Health and Human Services

12/21/2020

Date

DocuSig	ned by:		
Katja		•	
Names	Fox		
Title:	Director		

12/21/2020.

Date ·

FIT/NHNH, Inc cuSigned by Maria Ventin Naman 817 Hata a Devlin

Title: President & CEO

FIT/NHNH, Inc RFA-2019-BDAS-02-RECOV-02-A01 Amendment #1 Page 4 of 5



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

OFFICE OF THE ATTORNEY GENERAL

12/22/2020

Date

Name Catherine Pinós Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name: 1 Title:

Amendment #1 Page 5 of 5



EXHIBIT B Amendment #1

Methods and Conditions Precedent to Payment

- This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
- Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 Budget through Exhibit B-6 Amendment #1 Budget.
- 3. The Contractor shall seek payment for services, as follows:
 - 3.1. First, the Contractor shall charge the client's private insurance or other payor sources.
 - 3.2. Second, the Contractor shall charge Medicare.
 - 3.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
 - 3.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 3.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 3.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
 - 3.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
- 4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
 - 4.1. Backup documentation includes, but is not limited to: .
 - 4.1.1. General Ledger showing revenue and expenses for the contract.
 - 4.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

FIT/NHNH, Inc	Exhibit B Amendment #1	Contractor Initiats
RFA-2019-BDAS-02-RECOV-02-A01	Page 1 of 4	Date
Rev. 01/08/19	١	

DocuSign Envelope ID: 2051F799-8CA9-4205-A07C-62EA8C8B2680

New Hampshire Department of Health and Human Services Recovery Housing for Individuals with OUD



EXHIBIT B Amendment #1

- 4.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 4.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 4.1.3. Invoices supporting expenses reported.
 - 4.1.3.1. Unallowable expenses include, but are not limited to:
 - 4.1.3.1.1. Amounts belonging to other programs.
 - 4.1.3.1.2. Amounts prior to effective date of contract.
 - 4.1.3.1.3. Construction or renovation expenses.
 - 4.1.3.1.4. Food or water for employees.
 - 4.1.3.1.5. Directly or indirectly, to purchase, prescribe or provide marijuana or treatment using marijuana.
 - 4.1.3.1.6. Fines, fees, or penalties.
 - 4.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

4.1.3.1.8. Cell phones and cell phone minutes for clients.

4.1.4. Receipts for expenses within the applicable state fiscal year.

4.1.5. Cost center reports.

- 4.1.6. Profit and loss report.
- 4.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 4.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 4.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

5. The Contractor is responsible for reviewing, understanding, and complying-with further

FIT/NHNH, Inc	Exhibit 8 Amendment #1	Contractor Initials
RFA-2019-BDAS-02-RECOV-02-A01 .	Page 2 of 4	12/21/2020 Date
Rev. 01/08/19		

DocuSign Envelope ID: 2051F799-8CA9-4205-A07C-62EA8C8B2680

New Hampshire Department of Health and Human Services Recovery Housing for Individuals with OUD



EXHIBIT B Amendment #1

restrictions included in the Funding Opportunity Announcement (FOA).

 In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

> SOR Financial Manager Department of Health and Human Services 105 Pleasant Street Concord, NH 03301

- 7. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
- 8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 9. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 10. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
- 11. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services, including failure to submit required monthly and/or quartery reports.
- 12. Notwithstanding Paragraph 18 of the General Provisions 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.

13. Audits

- 13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 13.1.1. Condition A The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

FIT/NHNH, Inc	Exhibit B Amendment #1	
RFA-2019-8DAS-02-RECOV-02-A01	Page 3 of 4	Date 1272172020
Rev. 01/08/19		

New Hampshire Department of Health and Human Services Recovery Housing for Individuals with OUD

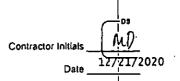


EXHIBIT B Amendment #1

- 13.1.3. Condition C The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

FIT/NHNH, Inc

Exhibit B Amendment #1 Page 4 of 4



RFA-2019-BDAS-02-RECOV-02-A01

Rev. 01/08/19

Exhibit B-4 Americ . . . NCE Budge

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FTTROWNLinc, RFA-2019-BDA5-02-RECOV-02 Exhibit B-4 Amendment F1 Page 1 of 1 .

—03 Ml) Contractor Inte 12/21/2020

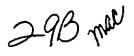
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Jeffrey A. Meyers

Commissioner

Katja S. Fox Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVORIAL HEALTH

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

May 16, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division For Behavorial Health, to enter into agreements with the vendors listed below, in an amount not to exceed \$496,096, to provide Recovery Housing services and supports to individuals with Opioid Use Disorder (OUD) effective upon Governor and Council approval, through September 29, 2020. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Contract Amount
Dismas Home of New Hampshire	#290061-B001	102 Fourth Street Manchester, NH 03102	\$100,001
Families In Transition	#157730-B001	122 Market Street Manchester, NH 03101	\$195,795
Hope on Haven Hill	#275119-B001	326 Rochester Hill Road Rochester, NH 03867	\$200,300
		Total:	\$496,096

Funds are available in the following account for State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT.

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92057040	\$144,529
2020	102-500731	Contracts for Prog Svc	92057040	\$279,678
2021	102-500731	Contracts for Prog Svc	92057040	\$71,889
·····			Total:	\$496,096

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

EXPLANATION

The purpose of this request is to provide Recovery Housing services and supports to individuals with Opioid Use Disorder who need housing in a supported and safe recovery housing environment. New Hampshire has minimal capacity to serve individuals in need of recovery housing. There are few options for specialty populations who have complex needs and/or gender-specific housing. This request will fund recovery housing statewide to service specific populations with Opioid Use Disorder that includes

- A Recovery Residence for females only;
- A Recovery Residence for individuals who have complex criminal backgrounds
 that limit access to other publicly funded housing options; and
- Recovery Residences to serve the general population who are in need of housing in a supported, safe, recovery environment.

The State of New Hampshire received funding through the Substance Abuse and Mental Health Services Administration State Opioid Response grant opportunity. This grant is being used to make critical investments in the Substance Use Disorder system in order to reduce unmet treatment needs, reduce opioid overdose fatalities and increase access to Medication Assisted Treatment over the next two (2) years. The State is implementing evidence-based methods to expand treatment, recovery and prevention services to individuals with Opioid Use Disorder. These funds will strengthen established programs that have had a positive impact on the opioid crisis as well as expand the capacity for programs to assist individuals struggling with an Opioid Use Disorder.

The Department is contracting for these services for the first time. The Contractors are expected to serve a maximum of eighty-four (84) individuals on any given day. The Department will be closely monitoring the numbers actually served as well as the lengths of stay and the coordination of care for other health and social services.

The Doorways are responsible for providing comprehensive assessments at several time intervals, specifically at intake, three (3) months, six (6) months, and upon discharge; specifically data on client-related outcomes including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with State Opioid Response-funded initiatives and to determine which programs are generating the best results for the clients served.

The three (3) vendors included in this requested action were selected for this project through a competitive bid process. This request represents three (3) of the selected four (4) vendors. The Department anticipates awarding one (1) additional contract that will be submitted to Governor and Executive Council for approval for the next scheduled meeting. A Request for Applications was posted on the Department of Health and Human Services' website from October 22, 2018 through November 13, 2018. In addition, on October 23, 2018 an email of notification of the RFA was distributed to stakeholders throughout the State. The Department received six (6) applications. The applications were reviewed and scored by a team of individuals with program-specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Score Summary is attached.

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

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

Should the Governor and Executive Council not authorize this request, Recovery Housing services and supports to individuals with Opioid Use Disorder who need housing in a supported, safe recovery housing environment may not be available, which could result in individuals backsliding during their road to recovery, which would intensify the Opioid Crisis and lead to an increase in overdose deaths in NH.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN TI081685)

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

Respectfully submitted,

leffjey A. Meyers Commissioner

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

FORM NUMBER P-37 (version 5/8/15)

Subject: REA-2019-BDAS-02-RECOV-02/Recovery Housing for Individuals with OUD

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.	•	·				
I.I. State Agency Name. NH Department of Health and H	lumon Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857				
1.3 Contractor Name FIT/NHNH, Inc.		1.4 Contractor Address 122 Market Street Manchester, NH 03101	_			
1:5 Contractor Phone 1.6: Account Number Number 05-095-092-920510-7040- 603-641-9441 05-095-092-920510-7040-		1.7 Completion Date September 29, 2020 AA September 30, 2020 5. 31:10 \$195,795				
1.9 Contracting Officer for Stat Nathan D. While, Director Bureau of Contracts and Procure	· · · ·	1.10 State Agency Telephone Number 603-271:9631				
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory				
Maneren Bec	ungard	Maureen Beauregard, President				
	ame is signed in block 1.11, and t	Ily appeared the person identified in block 1.12, or satisfacto scknowledged that sine executed this document in the capaci FUTH A. SYREK, Notary Public My Commission Expires September 5, 2023				
1.13.2 Name and Tille of Notar Ruth Syrek, Admin. Assi, N		· · · · · · · · · · · · · · · · · · ·	······································			
1.14 State Agency Signature	5× Drue 1/29/19	1.15 Name and Title of State Agency Signatory 16-45 - S Fox Dicector ion of Personal ((applicable)				
1.16 Approval by the N.H. Dep	artment of Administration, Divis	ion of Personnel ((<i>f applicable</i>)				
By		Diréctor, On:				
1.17 Approval by the Attorney	General (Form, Substance and E	(cerution) (if applicable)				
By Tann	$A \supset $	On: El24/2019				
1.18 Approval by the Oovernor	and Executive Council (if applie	cable)				
Ву:		Qin:				

Page 1 of 4

FORM NUMBER P-37 (version 5/8/15)

Subject: RFA-2019-BDAS-02-RECOV-02/Recovery Housing for Individuals with OUD

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.

ACREEMENT

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

GENERAL PROVISIONS

J. IDENTIFICATION.							
III Stale Agency Name NH Department of Realth and F	lumiin Şervicei	1.2 State Agency Address; 129 Pleasant Street Concord: NH 03301-3857					
1.3 Contractor Name FIT/NHNH, Linc:	· · ·	1:4 "Contractor Address 122 Market Street Manchester, NH:03101					
1.5 Contractor Phone Number	1.6 Account Number 05-095-092-920510-7040-	1.7. Completion Date September 30, 2020	1.8 Priče Limitalija \$195.795				
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Nashan D. White, Director, Bureau of Contracts and Procur	ement	603-271-963)					
1.11 Contractor Signature	incard	1.12 Name and Title of Contractor Signatory					
· ·	of Now Hampshire County of +	Maureen Beaurégard, President					
Andičated in block-1:12	blic or Justice of the Peace	BUTH A. SYRI	d this document in the capacity. EX, Notary Public the September 5, 2023				
1.132: Name and Title of Not Ruth Syrok, Admin Asst.	ry or Justice of the Peace						
1.14 Sinie Avency Signature		1.15 Name and Title of St					
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Page 1 of 4

2. EMPLOYMENT OF CONTRACTORSERVICES 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 A 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 1:18, 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. 1.14 ("Effective Date").

3.2.11 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. CONDICIONAL 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 bereinder, are contingent upon the availability and continued appropriation of funds, and 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 reminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1-6 in the event funds in that Account are reduced or unavailable.

S. CONTRACT PRICE/PRICE LIMITATION/

price.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXIITBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reinbursement to the Contractor for all expenses, of whatever nature incurred by 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 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws: 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for eniployment because of race, color, religion, creed, age; sex;handicap, sexual origination, or national origin and will take affirmative action to prevent such discrimination. 6:3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Lubor (4) O.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's bonks, records and accounts for the purpose of ascenaining 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, sand shall not permit any subcontractor or other person, firm or convortion 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

Page 2 of 4.

Contractor Initials Date 3-15-2019

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or ber successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement; the Contracting Officer i 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 submitteny report required hercunder; and/or 8.1.3 failure to perform any other covenant, term or conditionof this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or infore, 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 remedied, 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 inherwise accuse 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 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

18.2.4 (real the Agreement as breached and pursue any of its: remedies at low or in equity or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION

9.1 As used in this Agreement; the word "data" shall mean all information and things developed or oblained during the

performance of, or ucquired 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, noice, letters; memoranda, papers; and documents;

all whether finished or unlinished. 92 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 feturized to the State upon demund or upon.

termination of this Agreement for any reason.

9.3 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. 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting. Officer, noi later than fineen (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, subjectmatter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A:

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 tor other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELECATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Service shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMINIFICATION. The Contractor shall defend, indemnify and hold harmiess the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims; habilines or penalties asserted against the State, its officers and employees, by or of behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts of omissions of the Contractor. Notwithstanding the foregoing, nothing herein, contained shall be deemed to constitute a walver 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 the Agreement.

14.1NSURANCE.

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

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

14.1.2:special cause of loss coverage form covering all property subject to subparingraph 9.2 herein, in an amount not less than 80% of the whole teplacement 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.

Page 3 of 4

Contractor Initials MF Date 3-15-2019 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 thirty (30) days prior to the explicit date of each of the insurance policies. The certificate(s) of insurance and any renewals, thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9; or his or her successor; no less than thirty (30) days prior written notice of cancellation ur modification of the policy.

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 ("If orkers' 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 assignce to secure and maintein, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. 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 anse under applicable State of New Hampshire Workers Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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:

17. 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 12 and 1.4, herein.

18. AATENDATENT. 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 Covernor 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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 intern, and no rule of construction shall be applied against or in favor of any party.

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. HÉADINGS. 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 provisions set. forth in the effected EXHIBIT Chargincorporated 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 relating hereto.

Contractor Initials

Date

Page 4 of 4

New Hampshire Department of Health and Human Services. Recovery Housing for Individuals with Opioid Use Disorder Exhibit A



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. The Contractor shall provide one (1) Recovery Residence to serve females only with Oploid Use Disorder (OUD) who are in need of housing in a supported, safe, recovery housing environment in compliance with the appropriate National Alliance for Recovery Residences (NARR) standard.

2. Scope of Services

- 2.1. The Contractor shall provide a physical recovery housing facility to include, but is not limited to:
 - 21.1. Assistance to individuals to transition to independent living:
 - 2.1.2. Safe, stable and sober environment.
 - :2.1.3. Meeting state and/or local occupancy requirements.
- 2.2. The Contractor shall meet the needs of applicants/residents requiring Americans with Disabilities Act (ADA) accommodations. Additionally, the Contractor shall:
 - 2:2:1. Provide documentation and maintain the property is in compliance with local health and safety codes.
 - 2.2.2. Ensure the residence meets all Life and Safety codes, as required.
 - 2:2.3. Ensure that all house managers and/or staff are trained to deliver Naloxone in the case of an overdose.
 - 2.2.4 Meet all information security and privacy requirements as set by the Department.

Contractor Initials

Date 3-15-2019

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Exhibit A Page 1 of 6

New Hampshire Department of Health and Human Services Recovery Housing for Individuals with Opioid Use Disordar Exhibit A

- 2.3. The Contractor shall ensure Naloxone is available and accessible in the residence.
- 2.4. Organizational/Administrative Standards
 - 2.4.1 The Contractor shall be a legal business entity.
 - 2.4.2. The Contractor shall have a written mission and vision statement:
 - 2.4.3. The Contractor shall have a written code of ethics for the Recovery Residence.
 - 2.4.4. The Contractor shall carry general liability insurance.
 - 2.4.5. The Contractor shall comply with state and federal requirements. If required, documents such as licenses and certificates of occupancy must be visible for public view.
 - 2:4.6 The Contractor shall clearly identify the responsible person(s) responsible for the Recovery Residence to all residents:
 - 2:4.7. The Contractor shall provide a minimum qualifications, duties and responsibilities for the responsible person(s) of the residence. This information must be present in a job description and/or contract.
 - 2.4.8. The Contractor shall ensure the living environment is free from drugs and alcohol.
 - 2.4.9. The Contractor shall establish procedures for continuous qualityimprovement to include, but is not limited to:

2:4.9.1. Collect, evaluate and report accurate process.

2.4.9.2 Collect, evaluate and report outcomes data.

2:4,10. The Contractor shall provide proof of written permission to operate a Recovery Residence on the property from the land owner/landlord, if applicable.

2.5. Fiscal Management Standards

- 2.5.1. The Contractor shall keep accurate records and must have the ability to provide residents with statements upon request. The records and/or statements shall include, but are not limited to:
 - 2.5.1.1. Complete records of charges.
 - 2.5.1.2 Payments.
 - 2.5.1.3. Deposits.

2.6. Operation Standards

2.6.1. The Contractor shall ensure emergency procedures along with staff numbers are posted in a conspicuous location.

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Exhibit A Page 2 of 6

Contractor Initials Date 3-15-2019

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New Hampshiro Department of Health and Human Services Recovery Housing for Individuals with Opioid Use Disorder Exhibit A

2.7. Recovery Support Standards

2.7.1. The Contractor shall maintain a staffing plan.

- 2.7.2. The Contractor shall ensure an applicant screening process that will maintain a safe and supportive environment for specific groups of individuals in recovery.
- 2.7.3. The Contractor shall ensure confidentiality laws are adhered to:
- . 2.7.4. The Contractor shall keep resident's records secure from unauthorized access:
- 2.7.5. The Contractor shall establish and administer a grievance policy and procedure.
- 2.7.6. The Contractor shall provide a safe structured and recovery supportive environment through established and written residents' rights and requirements.
- 2.7.7. The Contractor shall establish an intake/assessment protocol for accepting new clients.
- 2.7.8. The Contractor shall establish an orientation process that will ensure all fees and charges residents incur are presented to applicants prior to residency. Contractor shall ensure policies are presented to potential applicants in writing and are verbally explained in a simple and easy manner conducive to the individual's understanding.
- 2.7.9. The Contractor shall provide a mutually supportive and recoveryoriented relationships between residents and/or staff through:
 - 2.7.9.1. Peer-based interactions
 - 2.7.9.2. House meetings;
 - 2.7.9.3. Community gatherings;
 - 2,7.9.4. Recreational events; and/or
 - 2.7.9.5. Other social activities:
 - 2.7.10. The Contractor shall adopt recovery supportive, alcohol and drug-free environments through written and enforced policies and procedures that address the following:

2.7.10.1. Residents that return to alcohol and/or drug use:

2.7.10.2. Hazardous Item searches:

2.7.10 3 Drug-screening and or toxicology protocols; and

2.7:10.4. Prescription and non-prescription medication usage; and

2.7.10.5. Prescription and non-prescription storage.

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Exhibit A Poge 3 of 6:

Contractor Initials

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New Hampshire Department of Health and Human Services Recovery Housing for Individuals with Oploid Use Disorder Exhibit A



5

- 2.7.11. The Contractor shall work with residents to develop and participate in an individualized recovery plan.
- 2.7:12. The Contractor shall inform residents on the wide range of local treatment and recovery support services available to them.
- 27.13. The Contractor shall provide nonclinical, recovery support and related services.
- 2.7.14. The Contractor shall encourage residents to attend supportive, selfhelp groups and/or outside professional services.
- 2.7.15. The Contractor shall provide access to scheduled and structured peer-based services such as didactic presentations.
- 2.7.16 The Contractor shall provide third party clinical services.
- 2.7.17. The Contractor shall provide life skills development services.
- 2.7.18. The Contractor shall provide access to clinical services.

2.8. Property Standards

- 2.8.1. The Contractor shall ensure the residence meets all life, safety, health and building codes.
- 2.8.2. The Contractor shall provide residents with storage for food and personal items.
- 2.8.3. The Contractor shall provide fully-functioning fire extinguishers in plain sight and/or clearly marked locations.
- 2.8.4. The Contractor shall install operational smoke detectors.
- 2.8.5. The Contractor shall install operational carbon monoxide detectors if gas appliances are present.
- 28.6. The Contractor shall ensure a smoke/tobacco-free internal living environment.
- 2:8.7. The Contractor shall provide a large community room that will accommodate house meetings.
- 2.8.8. The Contractor shall provide sleeping quarters that adhere to local and state square footage requirements.
- 2.8.9. The Contractor shall provide lavatory facilities that adhere to local and state requirements if applicable. If there are no requirements, Contractor shall provide one (1) sink, one (1) tollet and one (1) shower per six (6) residents.
- 2.8.10. The Contractor shall provide on site laundry services.
- 2.8.11. The Contractor shall maintain the interior and exterior of the residence in a functional, safe; and clean manner.

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New Hampshire Department of Health and Human Services Recovery Housing for Individuals with Opfold Use Disorder. Exhibit A

- 2.8,12. The Contractor shall provide spaces to hold meetings accessible to all residents.
- 28:13. The Contractor shall provide appliances in a good and working condition.
- 2.8.14. The Contractor shall provide furniture in good condition.
- 2.8.15. The Contractor shall provide routine and emergency repairs to all aspects of the residence.

2.9. Good Neighbor Standards

- 2.9.1. The Contractor shall provide the residence's responsible parties' Information to neighbors upon request. The Contractor shall ensure the responsible party responds to neighbor's complaints.
- 2.9.2. The Contractor shall establish and enforce rules regarding the following:
 - (2:9.2.1. Noise;
 - 2.9.2.2. Smoking:
 - 2.9.2.3. Loitering; and
 - 2.9.2.4. Parking.
- 2.9.3. The Contractor shall establish and enforce parking rules when warranted

3. Complete Criminal Background Check

- 3.1. The Contractor shall provide to the Department documentation that ensures each Contractor employee, who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 3.1.1. A félony of any individual or neglect, spousal abuse, any crime against children, child pomography, rape, sexual assault, or homicide, but not including other physical assault or battery.
 - 3.1.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 3.1.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- «3:2. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

Exhibit A

Contractor Initials AD Date 3-15-2019

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Page 5 of 6

Now Hampshire Department of Health and Human Services: Recovery Housing for Individuals with Opiold Use Disorder. Exhibit A



4. State Oploid Response (SOR) Grant Standards

- 4.1. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 4.1.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 4.1.2. The Department reserves the right to terminate the contract and Ilquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.
- 4.2. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 43. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 4.4. The Contractor shall accept clients for MAT and facilitate access to MAT onsite or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 4.5. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.
- 4.6. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

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Exhibit A

Contractor Initials 3-15-2019

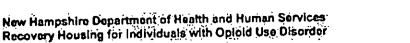
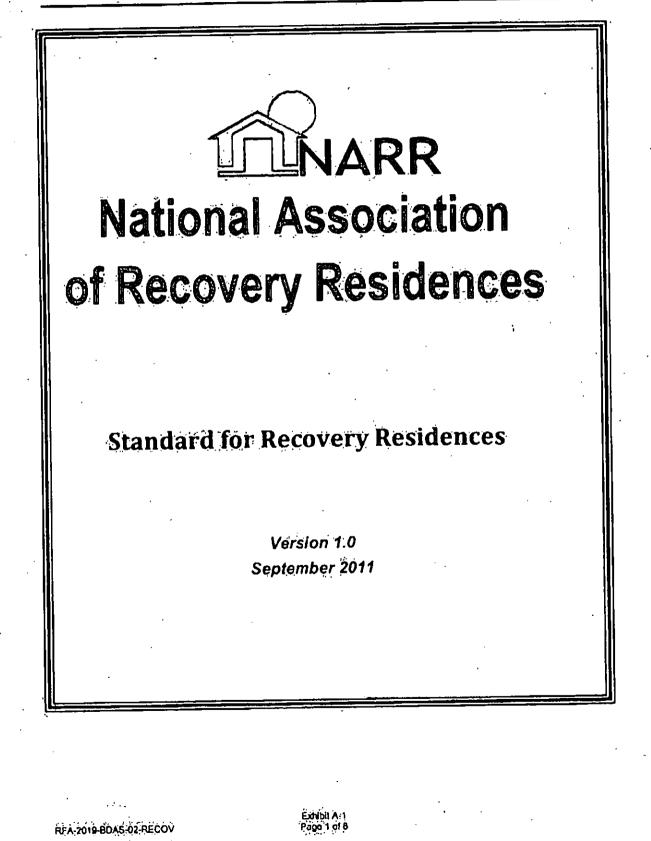




Exhibit A-1



New Hampahiro Department of Health and Human Services Recovery Housing for Individuals with Opioid Use Disorder.



			RECOVERY RESIDENCE LE	VELS OF SUPPORT	<u>. </u>
	INARR	LEVEL 1 Peer-Run	LEVEL II Monitored	LEVEL III Supervised	LEVEL IV Service Provider
	ADNINISTRATION	DemocraticaBy run Manuel of P& P	House manyer, or sand resident Policy and Procedures	Organizational hierarchy Administrative oversight for service providers Policy and Procedures. Ucensing varies from state to state	Overseen organizational hierarchy Clinical and administrati- supervision Policy and Procedures Licensing varies from ski to state
ANUS CRITERIA	ŞŞERMCES]	Drug Screening House meetings Sat help meetings ancouraged	House rules provide tructure Poer run groups Orug Screening House mealings House mealings end/or treatment in set help	Life skill development eniphäsis . Clinical services utilized in outside community Service hours provided in house:	Clinical services and programming are provid in house Use skill development
ET ANDARDS	RESIDENCE	Generally single family - residences	Primarily single (amity residences Possibly eperiments or other dwelling types	Vanos – ali typės of falidarijai settings: 1	All types - often a step down phase within care conthusm of a treatme 'center' May be a more institute in environment.
	SJÅFF	No pald positions within the residence Portage an overseeing officer	Al ressi i compensated	Facility manoger, Certified staff or case, managers	Credenlialod staff

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Exhibit A-1 Page 2 of 0 Conversion initiatio

National Association of Recovery Residences Member Standards

1. Organizational/Administrative Standards	Level	Levol II	Level III	Level IV
1.1. Recovery Residences are legal business enlities as evidenced by business licenses or incorporation documents;	Strongly Recommend	Strongly Recommend	x .	x
1.2. Recovery Residences have a written mission and vision statement:	×	×	×	X
1.3. Recovery Residences have:a written code of ethics;	×	(X)	X .	.X
1.4. Recovery Residences property owners/operators carry general liability insurance;	Strongly Recommend.	Strongly Recommend	×	×
1.5. Recovery Residences comply with state and federal requirements. If required, documents such as licenses and certificates of occupancy are visible for public view.	x	×	X,	X
1.6. Recovery Residences clearly identify the responsible person(s) in charge of the Recovery Residence to all residents.	, X	X.	×	×
1.7. Recovery Residences: clearly state the minimum qualifications; diriles; and responsibilities of the responsible person(s) in a written job description and/or contract:	n/a	'nĴa	×	×
1.8. Recovery Residences provide drug and alcohol free/ /environments;	X	×	x	×
1.9. Recovery Residences collect and report accurate process and outcome data for continuous quality improvement;	Strongly , Recommend	Strongly Recommend	×.	· X:
1.10. Recovery Residences have written permission from the owner of record to operate a Recovery Residence on their property:	×.	×	×	×.
2. Fiscal Managoment Standards	Level	Level II	Level III	Level IV
2.1: Recovery Residences maintain an accounting system that fully documents all resident financial transactions such as fees, payments and deposits	×	×	×	×
-3! Operation Standards.	Level	Level II	Level III	Levelitv
3.1. Recovery Residences post emergency procedures and staff phone number in conspicuous locations;	n⁄a	n/a	×	×
3.2. Recovery Residences post emergency numbers. protocols and evacuation maps:	×.	×	n/à	. n/a

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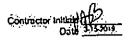
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National Association of Recovery Residences	
Member Standards	

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4. Recovery Support Standards	Level	Level II	Levot III	Level IV.
4.1. Recovery Residences maintain a staffing plan;	If Applicable	II Applicable	×	x
4.2. Recovery Residences use an applicant screening process that helps maintain a safe and supportive environment for a specific group of persons in recovery	X	X.	x	×.
4.3. Recovery Residences adhere to applicable confidentiality laws.	×	x .	×	, x
4:4. Recovery Residences keep resident records secure with access limited to authorized staff only.	x	` x	×.	×
4.5. Recovery Residences have a grievance policy and procedure for residents;	×.	×.	X	×
4.6. Recovery Residences create a safe, structured, and recovery supportive environment through written and enforced residents, rights and requirements;	×		×.	×
4.7. Recovery Residences have an orientation process that clearly communicates residents, rights and requirements prior to them signing any agreements; collects demographic and emergency contact information and provides new residents with written instructions on 'emergency procedures and staff contact information;	»X°	×	X	x
4.8. Recovery Residences foster mutually supportive and recovery oriented relationships between residents and/or staff through peer-based interactions, house meetings, community gatherings, recreational events, and/or other social activities;	×	×	X	×
4.9. Recovery Residences: loster recovery-supportive, alcohol and drug-free environments through written and enforced policies and procedures that address: residents who return to alcohol and/or drug use; hazardous: Item searches; drug-screening and or toxicology protocols; and prescription and non-prescription medications usage and storage;	X	×	×	×
14.10. Recovery Residences encourage each resident to develop and participate in their own personalized recovery plan;	X	×	×	×
.4.11. Recovery Residences inform residents on the wide range of local treatment and recovery support services available to them including: 12 step or other mutual support groups, recover community centers, recovery ministries, recovery focused leisure activities and recovery advocacy opportunities.	×	×	×	·X

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National Association of Recovery Residences Member Standards

Recovery Support Standards (Cont.)	Devel	Level 1	Level III	Lovol IV
4.12. Recovery Residences provide nonclinical, recovery support and related services.	· x	· X	×	X ,
4.13. Recovery Residences encourage residents to attend mutually supportive, self help groups and/or outside professional services:	x	× .	×	۲X ا
4.14. Recovery Residences provide accessito scheduled and structured peer-based services such as didactic presentations;	, 'n/ạ	n/a	×	×
4.15. Recovery Residences provide access to 3rd party clinical services in accordance to State laws	n∕a	. n/a	×	×
4.16. Recovery Residences offer life skills development services;	n/a	s\n	×	×
4.17. Recovery Residences offer clinical services in eccordance to State laws;	`n⁄a		n/a	×
5. Property Standards	Level	Level II.	Level III	Level.IV
5.1. Recovery Residences ablde by all local building and fire safety codes.	.X.	- X	x	. X
5.2. Recovery Residences provide each residents with food and personal item storage;	×	X .	; X *	×.
5.3. Recovery Residences, place functioning fire extinguishers in plain sight and/or in clearly marked locations	X	×	x	×
5.4. Recovery Residences have functioning smoke detectors installed: If the residence has bas appliances, functioning carbon monoxide datectors are installed;	×	×	×	X.
5.5. Recovery Residences provide a non smoking internal living environment:	×	x	×	(x)
5.6. Recovery Residences have a community room large enough to occommodate house meetings and sleeping rooms that adhere to local and state square footage roquirements:	×	×	×	X
5/7. Recovery Residences have one sink; toilet and shower per six residents or adhere to local and state requirements;	Ϋ́Χ	×.	×	.×
5.8. Recovery Residences have loundry services that are accessible to all residents;	X	×.	×	×

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Contractor Initials

National Association of Recovery Residences	
Member Standards	

5. Property Standards (Cont.)	Űevel I	Level'II	Level III	Level IV'
5.9. Recovery Residences maintain the interior and exterior of the property in a functional, sale and clean manor that is compatible with the neighborhood;	. x	×	×	× ·
5.10. Recovery Residences have meeting spaces that accommodate all residents.	×	x	×	×
5.11. Recovery Residences have appliances that are in working order and furniture that is in good condition:	×	X .	X .*	x
5,12: Recovery Residences address routine and emergency repairs in a timely fashion;	×	' X '	×.	x
6: Good Neighbor Standards	Levell	Levell	Level îli	Level IV:
6.1. Recovery Residences provide neighbors with the responsible person(s) contact information upon request. The responsible person(s) responds to neighbor s complaints, even if it is not possible to resolve the issue	. X	×	×	×
6.2. Recovery Residences have rules regarding holse, smoking, lokering and parking that are responsive to neighbor's reasonable complaints;	Strongly Recommend	Strongly Recommend	X	x
6.3. Recovery Residences have and enforce parking courtesy rules where street parking is scarce;	·X	X	X	×

RFA-2019-BOAS-02-RECOV





New Hampshire Department of Health and Human Services Recovery Housing for Individuals with Oploid Use Disorder

Exhibit B

Method and Conditions Precedent to Payment

- 1). The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.
 - 1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services, Administration, State Opioid Response Grant, CFDA #93.788, FAIN TI081685,
 - 1.2. The Contractor agrees to provide the services in Exhibit A. Scope of Service in compliance with funding requirements. Fallure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis, for actual experiditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor will submit an Invoice in a form satisfactory to the State by the twentieth (20th) working, day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each Invoice, subsequent to approval of the submitted invoice and it sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS funded programs and services.
 - 2.4. The final involce shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date:
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa Girard@dhhs.nh.gov, or invoices may be mailed to:

Melissa Girard, SOR Finance Manager Department of Health and Human Services BDAS State Opioid Response 129 Pleasent Street, 3rd Floor Concord, NH 03301

- 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A. Scope of Services and in this Exhibit B.
- (3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts, between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

FIT/NHNH. Inc.	Exhibit B	Contractor Initials
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Now Hampshire Department of Health and Human Services Exhibit C



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

- 1. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws; regulations, orders, guidelines, policies and procedures.
- 2. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require:
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby coverants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to afair hearing in accordance with Department regulations.
- 5. Gratuities of Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State inforder to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-greement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by 'any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 6. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract of Inany other document, contract or understanding, It is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for rany purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided to applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
- 7 Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs; at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contractor rate receipt of the Final Exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Exceeds thereinder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

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Date 3-15-2019

New Hampshire Department of Heatth and Human Services Exhibit C



7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the pended of retention of records established herein.

RECORDS MAINTENANCE: RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY

- 8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 81. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.
 - 8.2. Statistical Rocords: Statistical enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and aligibility (including all forms required to determine eligibility for each such recipient), records, regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8:3 Medical Records. Where appropriate and as prescribed by the Department regulations; the Contractor shall rotain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency liscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133; "Audits of States; Local Governments, and Nori Profit Organizations," and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1: Audit and Review During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2: Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state of federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an texception.
- 10. Confidentiality of Records: All information, reports, and records, maintained hereunder or collected, in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information; disclosure may be made to public officials requiring such information in connection with their official duties and for public officials requiring such information in connection with their official duties and for public officials requiring such information in connection with their official duties and for puppessed directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any puppose not directly connected with the administration of the Department or the Contract; responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his altomety or guardian.

Exhibit C .- Special Provisions

Contractor Initials

Date

3-15-2019

Page 2 of 5

New Hampshire Department of Health and Human Services. Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

- 11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the partles hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided howaver, 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.
- Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshile, 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.
- 14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
- 15. Operation of Fecilities: Compliance with Laws and Regulations: 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 provision of the said 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshaland the local fire protection agency, and shall be in conformance with local building and zoning codes, by laws and regulations.
- 16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Page 3 of 5

Contractor Initials 14/2

Now Hampshire Department of Health and Human Services Exhibit C



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption, EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. Limitod English Proficiency (LEP): As clarified by Executive Order 13186, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Tipe VI of the Civil Rights Act of 1964. Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

 Prior Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whisileblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub, L. 112-239) and FAR 3.908.

(b). The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleplower rights and projections under 41 U.S.C. 4712, as described in section 3998 of the Foderal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with orealer expenses to partorn certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subconfracting, the Contractor shall evaluate the subconfractor's ability to perform the delegated function(s). This is accomplished through a written egreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor is responsibilities of the subcontractor contractor and provides for revoking the delegation or imposing sanctions if the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor and the Contractor is responsible to ensure subcontractor compliance, with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19,2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19:3. Monitor the subcontractor's performance on an ongoing basis

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Exhibit C - Special Provisions

New Hampshire Department of Health and Human Services Exhibit C



19:4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 19:5. DHHS shall, at its discretion; review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20:3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form of forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contractor in accordance with the terms and conditions of the Contractor in accordance with the terms and conditions of the Contractor in accordance with the terms and conditions of the contractor in accordance with the terms and conditions of the Contractor in accordance with the terms and conditions of the Contractor in accordance of revenue for each service to be provided under the Contract.
- 20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5: FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract. the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not suppliant any existing federal funds available for these services.

Contractor Initial 3-15-2019 Date

Exhibit'C - Special Provisions. Page 6 of 5 **1**...

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New Hampshire Department of Health and Human Services Exhibit C-1



REVISIONS TO GENERAL PROVISIONS Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows: CONDITIONAL NATURE OF AGREEMENT. 4 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part. under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever, The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon glving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer lunds from any other source or account into the Account(s) identified in block 1.5 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable; Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State; 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement:
- 10.2 In the event of early termination, 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 including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promotly provide detailed information to support the Transition Plan including, but not limited to, any information of data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as industrial provide ongoing communication and revisions of the Transition Plan to the State as industrial provide ongoing communication and revisions of the Transition Plan.
- 10.4 In the event that services under the Agreement, including but not limited to clights receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- 3. Renewal:

The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions to Standard Provisions

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Date 3-15-2019

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New Hampshire Department of Health and Human Services Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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, Subitle D; 41 U.S.C. 701 et sec.). 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 subcontractors), 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 of violation of the certification and to grantee is placed when the agency awards the 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 agoncy in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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Exhibit D – Certification regarding Drug Free Workplace Requirements , Rage 1 of 2 Now Hampshiro 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 regulrements of the Rehabilitation Act of 1973, as amended, or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or enablituation 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 paregraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
- 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 D if there are workplaces on file that are not identified here.

Contractor Name: FITENHNH, Inc.

March 15, 2019

Namb: Maureen Beauregard

Title: President

Exhibit D -- Certification regarding Drug Free Workplace Requirements Page 2 of 2

Contractor Indials Date 3-15-2019



CERTIFICATION REGARDING LOBBYING.

The Contractor 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 Guldance 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-l.)
- 3. The undersigned shall require 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 prereduisite 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?

Contractor Name: FIT-NHNH, Inc.

March 15, 2019 Date

Name: Maureen Beauregard Title: President

Exhibit E - Certification Regarding Loboying

Contractor Initials Date 3-15-2019

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Page 1 of t



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 principal provide the certification shall submit an explanation 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 disquality 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," "inteligible," "lower tier covered transaction," "principal," "person, "primary covered transaction," "principal," "proposel," end "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 gebarred, 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, ingligible, 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).
- Nothing contained in the toregoing 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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Exhibit.F – Certification Regarding Detrament, Suspension And Other Responsibility Matters Page 1 of 2

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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.
 - 112... 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 loca)) transaction or a contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bibery, faisification or destruction of records, making false statements, or receiving stolen, property.
 - 11.3: sare not presently indicted for otherwise criminally or civility 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 the 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 Department, 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: FIT-NHNH, Inc.

March 15, 2019

Name: Maureen Beauregard Title: President

Exhibit:F - Certification, Rogarding Debaimont, Suspension And Other Responsibility Matters Page 2 of 2

Contractor, Initials Date

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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 Opnibus Crime Control and Sale 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 \$672(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 rece, toolor, 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 of 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 1601, 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. pl. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs): 28 C.F.R. pl. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies, and Procedures); Exocutive 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. 112239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections; which protects employees against registal 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 apency awards the grant. False certification or violation of the certification shall be grounds for suspension or termination of grants, or government wide suspension or debarment.

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Exhibit G

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Date 3-15-2019

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 egency 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

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

Contractor Name: FIT-NHNH, Inc.

March 15, 2019 Date

Mauren Beausegard

Naureen Beauregard Title: President

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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 Medicald 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: FIT-NHNH, Inc.

March 15, 2019 Date

Name

Maureen Beauregard Title President

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Environmental Tobacco Smoke Page 1 of 1

Contractor In



Exhibit I

HEALTH INSURANCE PORTABILITY 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. <u>"Breach</u>" 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. <u>*Covered Entity</u> 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.
- (a. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45CFR. Section 164,501.
- 1. "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, TilleXIII, Subtitle D, Raff & 2 of the American Recovery and Reinvestment Act of 2009:
- h: "<u>HIPAA</u>" 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. <u>Individual</u> 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).
- 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. <u>Protected Health Information</u> 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 Hostih Indurance Portability Act Business Associato Agreement Page 1 of 6

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· Contractor Initials

New Hampshire Department of Health and Human Services



Exhibit I

- I. <u>Required by Law shall have the same meaning as the term required by law in 45CFR</u> Section 164,103.
- m: Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. <u>Security Rule</u> 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.

- 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.
- 1.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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Exhibit 1 Health Insurance Portability Act Business Associate Apreement Page 2 of 6

Data 3-15-2019

Contractor Initials

New Hampshire Department of Health and Human Services



Exhibit I

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

If the Covered Entity notifies the Business Associate that Covered Entity has agreed to е. 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 saleguards.

Obligations and Activities of Business Associate (3)

The Business Associate shall notify the Covered Entity's Privacy Officer Immediately 8.. 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 Enlity:

The Business Associate shall immediately perform a risk assessment when it becomes ۱Ŋ, aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the ò 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:
- Whether the protected health information was actually acquired or viewed: 10
- The extent to which the risk to the protected health information has been ö miligated.

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:

- The Business Associate shall comply with all sections of the Privacy. Security and Ċ. Breach Notification Rule.
- Business Associate shall make available all of its internal policies and procedures, books **d**. 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:
 - 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 PH

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Echlbit Health Insurance Portability Act Business Associate Agreement Page 3 of 6

Contractor Initials

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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.

- 1. 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 Associates 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.
- 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 Enlity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Enlity such information as Covered Enlity 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.
 - 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 And

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

Date 3-15-2019

Contractor Initials



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.

Exhibit I

(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) <u>Termination for Cause</u>

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) <u>Miscellaneous</u>

- a: <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>: 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: <u>Data Ownership</u>. The Business Associate acknowledges that It has no ownership rights with respect to the PHI provided by or created on behalf of Covered Enlity.
- d. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to parmit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Date 3-15-2019

Contractor Initials

New Hampshire Department of Health and Human Services



Exhibit 1

- Segregation, If any term or condition of this Exhibit I or the application thereof to any ė. 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. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or f. 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 FIT-NHNH, Inc. Name of the Contract The State Signature of Authorized Representative Signature of Authorized Representative 12245 Maureen Beauregard Name of Authorized Representative Name of Authorized Representative President ect-v/ Title of Authorized Representative Title of Authorized Representative March 15, 2019 Date Date

> Exhibit I Health Insurance Portability Act Business Associate Agreement Pego 6 01.6)

Contractor Initia Data 3-15-2019

New Hampshire Department of Health and Human Services Exhibit J.



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY

The Federal Funding Accountability and Transparency Act (FEATA) 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 lile 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: FIT-NHNH, Inc.

March 15, 2019 Date

Name! Maureen Beauregard

Name: Maureen Beauregard Tille: President

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Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Contractor Initia Date 3

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: __825360399
- 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, bans; 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 _.ŃO _.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 19867

<u>. NO</u>

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:

Page 2 01 2

YES

Name:	Amount::
Name:	Amount:
:Name:	Amount:
Name:	Amount:
Name:	Amount

Contractor Initiah Exhibit J - Centrication Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Data 3-15-2019

CUDH46/110713

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 accession of 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), Rayment Card Industry (PCI), and or other sensitive and confidential information.

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

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Exhibit K DRHS th/ormation Security Requirements Page 1 of 9

Contractor Initials

Date 3-15-2019

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.

- T "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 natwork 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 Rules 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, Confractor, 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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Einibi K DHHS information Security Requirements Page 2 of 9

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Data 3-15-2019

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 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 egrees 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 Hösting 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. Leptops 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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Exhibit K DHHS Information Security Requirements Page 3 of 9

Contractor Initials

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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.

- 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 funder 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 delect 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 EadRAMP/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, antihacker, anti-spam, anti-spyware, and anti-matware utilities. The environment, as a

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Exhibit K



DHHS Information Security Requirements

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

- (6) The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.
- B. Disposition,
 - 1: If the Contractor will maintain any Confidential Information on its systems (or Its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire date 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.
 - 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., tage, disk, paper, etc.).

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Exhibit K DHHS triformation Security Requirements Page 5 of 9

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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 CER 160, 103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the ragreement.
- 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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Exhibit K DHHS Information Socurity Roquirements Page 6 of 9

Contractor Intilats

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< 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/doil/vendor/lindex.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 small 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 dulies 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.

Exhibit K OHHS information Security Regulternonts Page 7 of 9

Contractor Instals

Date 3-15-2019

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 (a.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.
- 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 remail 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

Exhibit K OHHS Information Security Regulationents Page 8 of 9

Contractor Initiata

. Date: 3-15-2019

New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

 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

V5: Last update 10/09/10

Exhibit K DHHS Information Security Roquinmonia Page 8 of 9

Contractor Initials

Doto <u>3-15-2019</u>

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

This Amendment to the Recovery Housing for Individuals with OUD contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Hope on Haven Hill, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item # 29B), as amended on January 22, 2021 (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name is modified to correct a scriveners error, to read:

Hope on Haven Hill, Inc.

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

September 29, 2022.

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$265,904.

4. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.2., to read:

6.2. Reserved.

- 5. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.11., to read:
 - 6.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana for treatment using marijuana. The Contractor shall ensure:
 - 6.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 6.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - 6.11.3. This marijuana restriction applies to all subcontracts and memoranda of understanding (MOU) that receive SOR funding.
- 6. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.12., to read:
 - 6.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:
 - 6.12.1. Internal policies for the distribution of Fentanyl strips;

Hope on Haven Hill, Inc.

- 6.12.2. Distribution methods and frequency; and
- 6.12.3. Other key data, as requested by the Department.
- 7. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards by adding Subsection 6.13., to read:
 - 6.13. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
 - 6.13.1. Invoicing;
 - 6.13.2. Funding restrictions; and
 - 6.13.3. Billing.
- 8. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:
 - This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
- 9. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 2, subsection 2.1., to read:

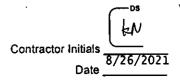
2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR §200.330.

- 10. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 3, to read:
 - 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 SOR II Budget through Exhibit B-8 Amendment #2 SOR II Budget.
- 11. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 5, to read:
 - 5. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
 - 5.1. Backup documentation includes, but is not limited to:
 - 5.1.1. General Ledger showing revenue and expenses for the contract.
 - 5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

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- 5.1.3. Invoices supporting expenses reported.
 - 5.1.3.1. Unallowable expenses include, but are not limited to;
 - 5.1.3.1.1. Amounts belonging to other programs.
 - 5.1.3.1.2. Amounts prior to effective date of contract.
 - 5.1.3.1.3. Construction or renovation expenses.
 - 5.1.3.1.4. Food or water for employees.
 - 5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or-provide marijuana or treatment using marijuana.
 - 5.1.3.1.6. Fines, fees, or penalties.
 - 5.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
 - 5.1.3.1.8. Cell phones and cell phone minutes for clients.
- 5.1.4. Receipts for expenses within the applicable state fiscal year.
- 5.1.5. Cost center reports.
- 5.1.6. Profit and loss report.
- 5.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 5.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 5.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 12. Add Exhibit B-7 Amendment #2, SOR II Budget, which is attached hereto and incorporated by reference herein.
- 13. Add Exhibit B-8 Amendment #2, SOR II Budget, which is attached hereto and incorporated by reference herein.



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

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

State of New Hampshire Department of Health and Human Services

9/1/2021

Date

DocuSigned by: Katja Fax ED9D05B04C634

Name: Katja Fox Title: Director

Hope on Haven Hill, Inc.

---- DocuSigned by:

8/26/2021

Date

Larry Norton Name: Kerry Norton Title: Executive Director The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

DocuSioned by:

OFFICE OF THE ATTORNEY GENERAL

9/3/2021

Date

J. Christophur Marshall Name: J. Christopher Marshall

Name:

Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

l

Page 5 of 5

Exhibit B-7 Budget Amendment #2 SOR # Budget

						artment of Health a GET FORM FOR EA							
Contractor M	(ame: Hope (on Haven H ill, in c.										-	
• •		ery Housing for In 2 9/30/2021-6/30/2	dividuals with OUD										
			Total Program Cos				Cantana	tor Share / Match		-	E	ed by DHHS contract ah	
Line Rem		Direct	Indirect		- Total	Direct		Indirect	Total	╉─		Indirect	Total
1, Total Salary/Wages	5	42,000,00		15	42,000.00	\$ 26,000,00			\$ 26.000.0	15	16,000.00		\$ 16.0
2. Employee Benefits	<u> </u>	12,000.00		- 3	12,000.00	\$ 8,000.00			\$ 8,000.0		4,000.00	s .	\$ 4,0
3. Consultants	Š	5,000.00		\$	5,000.00				\$ 2,500.0		2,500.00	\$ -	\$ 2,5
I. Equipment:		8,000.00	\$	- 1	6,000.00	\$ 3,000.00	1 \$	-	\$ 3,000.0	1 5	3,000.00	\$	\$ 3,0
Rental	s		\$.	5		\$.	15	•		15	•	\$ •	\$
Repair and Maintenance	\$	•	\$.	\$	•	\$.	\$	•	\$.	15	-	\$ -	\$
Purchase/Depreciation	\$		\$.	15	•	\$.	1		\$.	15	-	\$ - 1	\$
5. Supples:	\$	12,000.00	\$	5	12,000.00	\$ 8,000.00	13	•	\$ 8,000.0	15	4,000.00	\$ -	\$ 4,0
Educational	\$		\$	\$	•	\$.	3		\$.	15		\$ -	\$
Leb	\$		\$	15	•	\$ -	15	· ·	\$.	15		<u> </u>	\$
Pharmacy	\$		\$	1 \$		\$.	13	•	\$.	13		\$ -	\$
Medical	\$		s .	5	•	\$.	15	•	\$.	15		\$ -	\$
Office	5	•	\$.	- 5	•	\$.	15	•	\$.	15		\$ -	\$
6. Travel	5	1,000.00	\$.	15	1,000.00	\$ 607,00	15		\$ 607.0	5 \$	393.00	\$ -	\$
7. Occupancy	\$	30,000.00	\$.		30,000.00	\$ 15,000.00	5	-	\$ 15,000.0	5 5	15,000.00	\$ •	\$ 15,0
8. Current Expenses	\$	•	\$.	5	-	\$ -	5		\$ -	5	•	\$ ·	\$
Telephone	\$	2,500.00	\$.	11	2,500.00	\$ 2,000.00	5	-	\$ 2,000.0		500.00	\$ •	\$ 5
Postage	\$	300.00	\$	- 1 \$	300.00	\$ 245.00	\$	-	\$ 245.0	5 \$	55.00	\$.	\$
Subscriptions	\$	125.00	\$	\$	125.00	\$ 70,00	\$		\$ 70.0	0 \$	55,00		\$
Autit and Legal	\$	400.00	ş	\$	400.00	\$ 200.00	1 \$	-	\$ 200.0	0 5	200.00	\$.	\$ 2
Insurance	\$	4,000.00	[s	\$	4,000.00	\$ 2,000.00	15		\$ 2,000.0	0 5	2,000.00	\$ -	\$ 2,0
Board Expenses	\$		5.	\$		\$ -	\$	•		15		\$.	\$
9. Software	\$	1,000.00	S -	5	1,000.00	\$ 500.00] \$	-	\$ 500.0	0 5	500.00		\$ 5
10. Marketing/Communications	5	1,000.00	s -	\$	1,000.00	\$ 500.00	5	-	\$ 500.0	0 5	500.00		\$
11. Staff Education and Training	\$	1,000.00	5 -	5	1,000.00	\$ 500.00	1 \$	-	\$ 500.0	0 5	500.00	5 - 1	s :
12. Subcontracts/Agreements	\$		\$.	\$	•	\$.	5	•	\$.	15	•	s .	\$
13. Other (specific details manufatory);	5	-	\$.	\$		\$.	5		\$.	15	•	\$ ·	\$
Stipent/Meeting expenses	\$	•	\$.	\$	•	\$.	15	•	\$.	15	-	s -	\$
Cultural/Linguistic Support	\$		\$	\$		š -	\$	•	\$.	15	•	\$ -	\$
	\$		5	5		\$	5		\$	11		5	\$
- TOTAL	\$	118,325.00	1	15	118,325.00	\$ 69,122.00	15		\$ \$9,122.0	1 1	49,203.00	\$	\$ 49,3

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Hope on Haven Hill, Inc. RFA-2019-BDAS-02-RECOV-04-A02 Exhibit B-7 Amendment #2 SOR II Budget Page 1 of 1

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Exhibit 8-8 Budget Amendment #2 SOR 8 Budget

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

Contractor Name: Hope on Haven Hill, Inc.

Budget Request for; Recovery Housing for Individuals with OUD

Budget Period: SFY 23 7/1/2022-8/29/2022

.

		Total Program Cost	Program Cost Contractor Share / Match						Funded by DHHS contract share				
ine Kem	Oirect	Indirect		Total	Direct		Indirect	- Total	Direct	indirect	Total		
. Total Salary/Wages	\$ 14,000.0	D[\$	1	14,000.00				\$ 9,213.00			4,787.0		
Employee Benefits	\$ 4,000.0	0 5 -	\$	4,000.00	\$ 2,500.00	1	-	\$ 2,500.00			i 1,500.0		
Consultanta	\$ 1,000.0	0 5 .	\$	1,000.00	\$ 500.00		•	\$ 500.00		s - 1	500.0		
Equipment:	\$ 1,500.0	0 5 -	\$	1,500.00	\$ 750.00	15		\$ 750.00	\$ 750.00	S	750.		
Rental	S -	S .	\$	· · · ·	5 -	5	•	\$.	i		•		
Repair and Maintenance	- S -	S •	\$	•.	š -	1 \$		•	-	5 1	•		
Purchase/Depreciation	S -	S •	\$	-	\$ -	15		\$.	\$		-		
Supples:	\$ 4,000.0	0 5 -	\$	4,000.00	\$ 2,000.00	5		\$ 2,000.00	\$ 2,000.00	- 1	2,000.0		
Educational	1 •	\$ ·	5	-	\$	5				s - 1	. ·		
Lab	s .	S -	\$		\$ -	5	•	\$.	-	s · 1			
Pharmacy	\$.	š ·	\$	-	\$.	\$	•	s	š -	s · 1			
Medical	š •	S -	3	-	S -	5	•	<u> </u>	\$ -	5 1			
Office	š •	š ·	15	-	\$.	\$	•	s -	S -	S - 1	· · · · · · ·		
Travel	\$ 350.0	0 \$.	1.5	350.00	\$ 175.00		•	\$ 175.00		s 4	i 175.		
Occupancy	\$ 10,000.0	0 5 -	1 \$	10,000.00	\$ 5,000.00	13		\$ 5,000.00	\$ 5,000.00	s - 1	5,000.		
Current Expenses		\$ -	1	•	\$	1	•	s .	S -	s 1			
Telephone	\$ 850.0	0 5 -	5	850.00	\$ 425.00		•	\$ 425.00	\$ 425.00	[\$1	425.		
Postage	\$ 100.0	0]\$.	\$	100.00			•	\$ 50.00	\$ 50.00	s - 1	50.		
Subscriptions	\$ 45.0	0]\$ -	15	45.00			•	\$ 23.00	\$ 22.00	s - 1	22.		
Audit and Legal	\$ 135.0	0 5	15	135.00		5		\$ 68.00	\$ 67.00	5 - 1	67.		
insurance	\$ 1,350.0	0[\$.	\$	1,350.00	\$ 675.00	1		\$ 675.00	\$ 675.00	. 1	675,		
Board Expenses		[\$ -	5	-	\$ <u>-</u>	15	•	\$.	5 -	[<u>ş</u>]	, •		
Software	\$ 300.0		\$	300.00			•	\$ 150.00		<u> </u>	i 150.		
0. Mariating/Communications	\$300,0	0 5 -	\$	300.00			•	\$ 150.00		[\$ [1	i 150.		
1. Staff Education and Training	\$ 300.0	0 5 -	\$	300.00	\$ 150.00] \$	•	\$ 150.00	\$ 150.00	[\$[i 150.		
2, Subcontracta/Agreementa	\$ -	5 .	\$	-	<u>د ،</u>	5	•	\$	S	S . [1	•		
3. Other (epecific details mandatory):	S -	š -	\$	-	s .	\$		\$.	<u>s</u> -	S - [1	<u>ا</u>		
tipend/Meeting expenses	\$.	\$	\$	•	\$.	\$	-	\$	s -	\$ • \$	j		
utural/Linguistic Support	\$ ·	5	1	-	<u>s</u> -	5	•	\$	5 -	\$	j .		
	\$ -	1	3	•	\$	\$	•	3.	- 1	\$ - 1	i — — — — — — — — — — — — — — — — — — —		
TOTAL	\$ 38,230,0	0 5 -	15	38,230.00	\$ 21,829.00	15		\$ 21,829.00	\$ 16,491.00	18 - 1	16,401.		

Indirect As A Percent of Direct

0.0%

Hope on Haven Hill, Inc. RFA-2019-BDAS-02-RECOV-04-A02 Exhibit B-8 Amendment #2 SOR II Budget Page 1 of 1



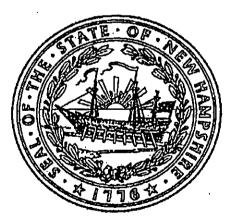
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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 735370 Certificate Number: 0005353140



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April A.D. 2021.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I. M.C. HILE J MUKARY (Name of the elected Officer of the Corporation/LLC; cannot be	, hereby certify that: e contract signatory)
1. I am a duty elected Clerk/Secretary/Officer of <u>Hofe on /4</u> TREASURAN (Corporation/LLC Nar	HURN HILL FRC. ne)
2. The following is a true copy of a vote taken at a meeting of the Board held on <u>すたいまう</u> 。20 <u>と</u>), at which a quorum of the Direct (Date)	d of Directors/shareholders, duly called and tors/shareholders were present and voting.
VOTED: That KRAA NORTON (Name and Title of Contract Signatory)	(may list more than one person)
is duly authorized on behalf of Hoft on Human Human to enter (Name of Corporation/ LLC)	r into contracts or agreements with the State

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

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

Dated: 8-L 5-LI

Signature of Elected Officer

-..

Name: Title:

ACORD CERTIFICATE OF LIABILITY INSURANCE								DATE (MM/DD/1111) 08/25/2021		
CE BE RE	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.									
H1	PORTANT: If the certificate holder is BUBROGATION IS WAIVED, subject to is certificate does not confer rights to	b the f	torma	and conditions of the po	licy, ce	rtain policios				
-	DUCER				CONTA NAME:		inneelly	• • •		
ES	S Insurance Services LLC				PHONE	(602) 2	93-2791	FAX (A/C, No	(603)	293-7188
21 M	21 Meadowbrook Lane LCC (003) 283-7187 (Arc, No): (003) 283-7187 (Arc, No): (003) 283-7187									
PO	Box 7425				AUURE	40:				
Gilfo				NH 03247-7425		144	surance Co	IDING COVERAGE		NAIC# 25011
MOURER A:										20011
	Hope on Haven Hill, Inc. (INSURER B : ATT TUST PINERCEI Services, Inc.									
	P O Box 1272									
	• • • • • • • •				INSURE					
	Rochester			NH 03867	INSURE					
COV		TIFIC	ATE	NUMBER: 21		<u>nr:</u>		REVISION NUMBER:		· · · · ·
_	IS IS TO CERTIFY THAT THE POLICIES OF				ISSUET	TO THE INSU			RIOD	
	DICATED. NOTWITHSTANDING ANY REQUI RTIFICATE MAY BE ISSUED OR MAY PERT CLUSIONS AND CONDITIONS OF SUCH PC	REME AIN, TI	NT, TI HE IN:	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTR. POLIC	ACT OR OTHER	DOCUMENT I	WITH RESPECT TO WHICH	THIS	
INSR			SUBR WYD			POLICY EFF (MIM/DO/YYYY)	POLICY EXP (MM/DD/YYYY)	LING	πŝ	
		11130	UTRYU	COLOT NORICER			Twancost III	EACH OCCURRENCE		0,000
				,				DAMAGE TO RENTED PREMISES (En occurrence)	. 100	-
		WPP1871968						MED EXP (Any one person)	6,000	
						08/01/2021	08/01/2022	PERSONAL & ADV INJURY	1,000,000	
								GENERAL AGOREGATE	\$ 3,000,000	
								PRODUCTS - COMP/OP AGG	\$ 3,000,000	
	OTHER:							Abuse and Molestation	\$ 1,000,000	
	AUTOMOBILE LIABILITY						08/01/2022	COMBINED BINOLE LIMIT	\$ 1,000,000	
					08/01/202	08/01/2021		(Ea eccident) BODILY (NUURY (Per person)	5	
в				WPP1871967 01				BODILY INJURY (Per accident)		
	AUTOS ONLY AUTOS HIRED NON-OWNED							PROPERTY DAMAGE	\$	
1					•			(Per socident)	\$ 1,000,000	
				· · · · · ·				EACH OCCURRENCE	_	0,000
	EXCESS LIAB			WUM1877069 01	08/0	08/01/2021	08/01/2022	AGGREGATE		0,000
	DED RETENTION \$	{						Mooneonie	- <u>•</u>	•
	WORKERS COMPENSATION									
	AND EMPLOYERS' LLABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE					08/02/2021	08/02/2022	EL, EACH ACCIDENT	, 500	.000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	!	WWC3540010				ELL, DISEASE - EA EMPLOYEE	600	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	. 500		
+	CLOSENT FROM OF OFFENSION OF OTHER							una unacinac - multor UMII	+*	
								;		
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	13 (AC	080 1	01, Additional Remarks Schedula, I	mary be a	tached if more sp	ace is required)		_	
ŀ										
CER				······	CANC	ELLATION				
								SCRIBED POLICIES BE CA , NOTICE WILL BE DELIVE		J BEFUKE
	State of NH Department of							PROVISIONS.		
	Health and Human Services			l						
	129 Ploasant Street			· · ·	AUTHO	RIZED REPRESEN	TATIVE			
	Concord			NH 03301		~	1. M.	- Ka-ma.00.		
							purse	3 Kennedle	ን~	

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HOPE ON HAVEN HILL

326 ROCHESTER HILL RD, ROCHESTER, NH

Mission: To provide a nurturing home environment to pregnant women with a Substance Use Disorder who are in recovery, along with their children, for up to a year postpartum.

Vision: By providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advancement in education and life coaching we will support women who are homeless or imminently homeless in their Recovery from addiction who pregnant or parenting. An enriched selfesteem, confidence and a tool-belt full of life skills will promote independence and sustained Sobriety.

Email: info@hopeonhavenhill.org

Facebook: https://www.facebook.com/hopeonhavenhill

Website: www.hopeonhavenhill.org

Mailing Address: Hope on Haven Hill P.O. Box 1272, Rochester, NH 03867

Phone: 603-841-5353 or 603-948-1230



AUDIT OF FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

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HOPE ON HAVEN HILL, INC.

AUDIT OF FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

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PAGE

FINANCIAL STATEMENTS

Independent Auditors' Report	1
Statements of Financial Position	2 - 3
Statements of Activities and Changes in Net Assets	4 - 5
Statements of Functional Expenses	6 - 7
Statements of Cash Flows	8
Notes to Financial Statements	9 - 14

INDEPENDENT AUDITORS' REPORT

January 15, 2021

To the Board of Directors Hope on Haven Hill, Inc. Rochester, New Hampshire

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019 and the related statements of activities and changes in net assets, 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.

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2020 and 2019, 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.

Cummings, Lamint & Mi Maner PLLC

Certified Public Accountants Stratham, New Hampshire



"Trusted Advisors for over 60 years!

CERTIFIED PUBLIC ACCOUNTANTS

2 Storer Street PO Box 328 Kennebunk, Maine 04043-0328 TEL 207 985-3339 FAX 207 985-1339

Dhe New Hampshire Avenue Suite 125 Portsmouth, NH 03801 TEL 603 430-6200 FAX 603 430-6209

118 Portsmouth Avenue Suite D206 Stratham, NH 03885 TEL 603 772-3460 FAX 603 772-7097

http://www.clmcpa.com e-mail: clm@clmcpa.com

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Raymond L. Bald, CPA, CFE Cindy K. Edwarda, MBA Wanda J. Ring, CPA Melanie Bunker, CPA Michelle Goldsmith, MST, CPA

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Member: American Institute of CPAs

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icensed in Maine, New Hampshire and Massachusetts .

HOPE ON HAVEN HILL, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30,

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	2020	2019
ASSETS		
CURRENT ASSETS		
Cash Medical billing receivable	\$ 1,349,324 267,758	\$
Medical oning receivable	201,750	
Total Current Assets	1,617,082	1,072,419
PROPERTY AND EQUIPMENT		
Building	542,722	542,722
Land	109,917	109,917
Equipment	37,725	3,000
Furniture and fixtures	24,719	17,985
Vehicles	29,683	29,683
Leasehold improvements	171,555	191,955
	916,321	895,262
Less Accumulated depreciation	63,640	36,198
Total Property and Equipment, Net	852,681	859,064
OTHER ASSETS		
Deposits	<u> </u>	1,600
Total Other Assets		1,600
Total Assets	\$ 2,469,763	<u>\$ 1,933,083</u>

See Notes to Financial Statements

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HOPE ON HAVEN HILL, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30,

	2020			2019
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$	4,527	\$	1,469
Accrued expenses		59,686		67,266
Current portion of long-term debt		31,576		31,262
Total Current Liabilities		95,789		99,997
LONG-TERM LIABILITIES				
Note payable, net of current portion		63,662		87,393
PPP Ioan		186,600		-
Total Long-Term Liabilities		250,262		87,393
Total Liabilities		346,051		187,390
NET ASSETS				
Net assets without donor restrictions		2,094,241		1,745,693
Net assets with donor restrictions		29,471		-
Total Net Assets		2,123,712		1,745,693
Total Liabilities and Net Assets	\$	2,469,763	<u>\$</u>	1,933,083

See Notes to Financial Statements

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STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2020

	Wit	et Assets hout Donor estrictions	Net Assets With Donor Restrictions		Total	
SUPPORT AND REVENUE						
Donations	\$	148,144	\$	-	\$	148,144
Grants		1,025,505		35,000		1,060,505
Insurance reimbursement revenue		704,991		-		704,991
Fundraising		25,837		-		25,837
Other income		14,115		-		14,115
Interest income		154		-		154
Gain (loss) on disposal of property and equipment		(18,910)		-		(18,910)
Net assets released from restrictions		5,529		(5,529)		
Total Revenue and Other Support		1,905,365		29,471		1,934,836
EXPENSES						
Program Services		1,144,830		-		1,144,830
Supporting Services:						
Management and general		308,448		-		308,448
Fundraising		103,539		<u> </u>		103,539
Total Supporting Services		411,987				411,987
Total Expenses		1,556,817				1,556,817
Changes in Net Assets		348,548		29,471	•	378,019
NET ASSETS, Beginning of Year		1,745,693				1,7 <u>45,693</u>
NET ASSETS, End of Year	<u> </u>	2,094,241	<u> </u>	29,471	<u> </u>	2, <u>123,712</u>

See Notes to Financial Statements

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HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2019

	Wit	let Assets hout Donor estrictions	Net Assets With Donor Restrictions			Total
SUPPORT AND REVENUE						
Donations	\$	70,558	\$	-	\$	70,558
Grants		1,174,659		-		1,174,659
Insurance reimbursement revenue		686,514		-		686,514
Fundraising		56,485		-		56,485
Other income		17,195		-		17,195
Interest income		167		-		167
 Net assets released from restrictions 		205,500		(205,500)		-
Total Revenue and Other Support		2,211,078		(205,500)		2,005,578
EXPENSES						
Program Services		941,113		-		941,113
Supporting Services:						
Management and general		247,790		-		247,790
Fundraising		110,833		•		110,833
Total Supporting Services	.	358,623				358,623
Total Expenses		1,299,736		-		1,299,736
Changes in Net Assets		911,342		(205,500)		705,842
NET ASSETS, Beginning of Year		834,351		205,500		1,039,851
NET ASSETS, End of Year	\$	1,745,693	\$		<u> </u>	1,745,693

-

See Notes to Financial Statements

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2020

		Program Services	nagement 1 General	Fu	ndraising	-	Total
Salaries and wages	\$	647,396	\$ 146,743	\$	69,056	\$	863,195
Office expense		127,064	27,894		3,241		158,199
Employee benefits		68,036	41,149		-		109,185
Professional fees		46,728	23,657		5,397		75,782
Payroll taxes		52,592	11,921		5,610		70,123
Repair and maintenance		39,527	19,150		1,355		60,032
Direct services		42,957	-		-		42,957
Rent		18,550	18,550		-		37,100
Depreciation		26,039	1,447		1,447		28,933
Insurance		17,175	5,953		•		23,128
Utilities		17,043	4,261		-		21,304
Memberships and registrations		15,173	715		809		16,697
Telephone and internet		9,355	4,677		1,559		15,591
Fundraising		-	-		14,105		14,105
Payroll service charges		4,910	1,113		524		6,547
Auto expenses		3,945	-		-		3,945
Travel	·	2,029	152		355		2,536
Meals and entertainment		1,586	903		-		2,489
Taxes		2,129	-		-		2,129
Dues and subscriptions		1,454	81		81		1,616
Interest expense		814	-		-		814
Licenses and permits		328	 82		-		410
	<u>\$</u>	1,144,830	\$ 308,448	\$	103,539	\$	1,556,817

See Notes to Financial Statements

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STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2019

		rogram Services	nagement d General	Fu	ndraising	 Total
Salaries and wages	\$	564,760	\$ 126,508	\$	53,900	\$ 745,168
Professional fees		61,219	31,940		7,399	100,558
Employee benefits		53,014	31,633		-	84,647
Payroll taxes		50,648	11,480		5,402	67,530
Direct services		53,560	-		-	53,560
Repair and maintenance		28,960	14,639		-	43,599
Fundraising		-	-		38,782	38,782
Insurance		24,919	5,088		-	30,007
Office expense		16,533	5,276		1,377	23,186
Depreciation		20,538	-		-	20,538
Rent	•	9,600	9,600		-	19,200
Utilities		14,506	3,626		-	18,132
Telephone and internet		6,597	3,299		1,100	10,996
Memberships and registrations		8,205	1,146		1,148	10,499
Taxes		9,623	-		-	9,623
Auto expenses		6,595	-		-	6,595
Dues and subscriptions		3,690	1,901		-	5,591
Payroll service charges		4,021	911		429	5,361
Travel		1,923	144		337	2,404
Interest expense		1,830	291		-	2,121
Licenses and permits		-	-		959	959
Meals and entertainment	. —	372	 308		-	 680
	\$	941,113	\$ 247,790	\$	110,833	\$ 1,299,736

See Notes to Financial Statements

STATEMENTS OF CASH FLOWS

YEARS ENDED JUNE 30,

		2020	2019		
CASH FLOWS FROM OPERATING ACTIVITIES:					
Change in net assets	\$	378,019	\$	705,842	
Adjustments to reconcile change in net assets to net cash					
provided by (used in) operating activities:					
Depreciation		28,933		20,538	
Gain (loss) on disposal of property and equipment		18,910		-	
Changes in assets and liabilities that used (provided) cash:					
Medical billing receivable		(143,759)		(68,386)	
Prepaid expenses		-		642	
Deposits		1,600		5,000	
Accounts payable		3,058		(9,162)	
Accrued expenses		(7,580)		4,312	
Net cash provided by (used in) operating activities		279,181		658,786	
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchase of property and equipment		(41,460)		(390,505)	
Net cash provided by (used in) investing activities		(41,460)		(390,505)	
CASH FLOWS FROM FINANCING ACTIVITIES:					
Net proceeds (repayments) on line of credit		-		(28,999)	
PPP loan		186,600		+	
Payments on long-term debt		(23,417)		(31,156)	
Net cash provided by (used in) financing activities		163,183		(60,155)	
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		400,904		208,126	
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		948,420		740,294	
CASH AND CASH EQUIVALENTS AT END OF YEAR	S	1,349,324	s	948,42 <u>0</u>	

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Interest expense		1,616	<u> </u>	2,121
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There was no cash paid during 2020 and 2019 for taxes on income.

SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

There were no noncash investing and financing activities for the years ended June 30, 2020 and 2019.

See Notes to Financial Statements

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Note 1 - Summary of Significant Accounting Policies

Nature of Activities - Hope on Haven Hill, Inc. (The Organization) was organized November 25, 2015. The Organization is a level 3.5 substance use treatment facility serving homeless, pregnant and newly parenting mothers who are in recovery. The Organization was established to provide a nurturing, therapeutic home environment for women with substance use disorder who are seeking recovery. The organization also provides outpatient counseling services through individual and group counseling, as well as an Intensive Outpatient Program for individuals with substance use disorder.

In December 2016, the Organization opened an eight-bed residential facility, which provides a safe home with comprehensive addiction treatment services, including group and individual therapy, 12-step programs, smoking cessation seminars, family therapy, parenting classes, educational, job, and life coaching, and case management, to support women and their families in their recovery from addiction.

In August 2019, the Organization opened a second facility, Abi's Place, an eight-room transitional recovery house, for mothers in recovery and their children. Abi's Place offers women who have completed a residential program the opportunity to live in a transitional setting that offers assistance with employment, childcare, and continued recovery support.

Basis of Accounting - The financial statements of the Organization have been prepared on the accrual basis of accounting, and accordingly, reflect all significant receivables, payables, and other liabilities.

Basis of Presentation – The Organization follows the provisions of FASB Account Standards Update (ASU) No. 2016-14, Presentation of Financial Statements for Not-for-Profit Entities. In accordance with these provisions, the Organization is required to report 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 and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions, accordingly, net assets and changes therein are classified as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restrictions - Net assets subject to donor-imposed stipulations that 1) may or will be met either by actions of the Organization and/or the passage of time or 2) they be maintained permanently by the Organization.

Cash and Cash Equivalents - For purposes of the Statement of Cash Flows, the Organization considers all unrestricted highly liquid investments which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents. The Organization maintains cash balances at several banks. From time to time during the years ended June 30, 2020 and 2019, the Organization's bank account balances may have exceeded federally insured limits. Management has evaluated this risk and considers it to be a normal business risk.

Donated Assets - Donated marketable securities and other noncash donations are recorded as contributions at their estimated fair values at the date of donation. Donations of inventory items held for resale are recognized when sold because the Organization does not have an objective measurement for determining fair value.

Donated Services - Donated services are reflected in the financial statements at the fair value of the services received only if the services (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Note 1 - Summary of Significant Accounting Policies (continued)

Income Tax Status - The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, donations to the Organization qualify for the charitable contribution deduction under Section 170(b)(1)(A), and the Organization has been classified as an organization that is not a private foundation under Section 509(a)(2).

The federal informational tax return of the Organization is subject to examination, generally for three years after the returns are filed.

Grants and Medical Billing Receivable - Grants and medical billing receivable are stated at the amount management expects to collect from outstanding balances. Management considers accounts receivable to be delinquent based on the date of unpaid invoices. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a reduction to accounts receivable. There was no allowance for doubtful accounts as of June 30, 2020 and 2019. The Organization does not require collateral when extending credit.

Property and Equipment - Property and equipment is stated at cost, less accumulated depreciation. Depreciation is provided for using the straight line method over the estimated useful lives of the related assets, which is 5 to 30 years and a value over \$1,000. Normal repairs and maintenance are expensed as incurred. Upon sale or retirement of depreciable assets, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss on the sale or retirement is recognized in current operations. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donors. The Organization reclassifies net assets with restrictions to net assets without restrictions at that time.

Contributions - Unconditional promises to give are recognized as revenue when the underlying promises are received by the Organization. Gifts of cash and other assets are reported as net assets with restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with restrictions are reclassified to net assets without restrictions and reported in the Statement of Activities and Changes in Net Assets as net assets released from restrictions. Restricted contributions which are both received and released within the same year are recorded as net assets without restrictions

Functional Allocation of Expenses - The expenses of providing various program and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain expenses have been allocated among the programs and supporting services benefited. Allocations may be direct or indirect according to the type of expense incurred. The expenses that have been allocated include salaries, payroll taxes and employee benefits which have been allocated based on an estimation of time and effort and professional fees, repairs and maintenance, rent, utilities, insurance, office expenses, telephone and internet and memberships and registrations which have been allocated based on an estimation of usage and consumption.

Advertising Costs - The Organization's policy is to expense advertising costs as they are incurred. There was no advertising expense for the years ended June 30, 2020 and 2019.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Note 2 - Line of Credit

In January 2017 the Organization obtained a line of credit from a financial institution in the amount of \$24,999. In July 2017 the amount was increased to \$50,000. The line bears interest at the Wall Street Journal Prime Rate plus 1.50% with a floor of . 5.25%. The interest rate was 5.25% and 7.00% at June 30, 2020 and 2019, respectively. The line is secured by all personal property of the Organization. There was no interest expense paid on the line during the year ended June 30, 2020. Interest expense paid on the line was \$969 for the year ended June 30, 2019.

Note 3 - Note Payable

The following summarizes the Organization's long-term debt obligations as of June 30,:

Terms	Security	<u>202(</u>	<u>)</u>	2019
Term loan with the New Hampshire Health and Education Facilities Authority. Monthly payments of principal and interest of \$2,692. The loan has a fixed interest rate of 1.00%				
and matures in March 2023.	Building	\$	<u>95,238</u>	\$ <u>118,655</u>
Total Debt			95,238	118,655
Less: current portion			<u>31,576</u>	31,262
		\$	<u>63.662</u>	\$ <u> 87.393</u>

Interest expense under this debt agreement amounted to \$814 and \$1,152 for the years ended June 30, 2020 and 2019, respectively.

Future minimum principal payments under the agreement are as follows at June 30,:

2021	\$ 31,576
2022	31,893
2023	31,769

\$ <u>95.238</u>

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Note 4 - Restrictions and Limitations of Net Asset Balances

Net assets with restrictions consisted of the following at June 30,.

	2020	<u>2019</u>
Playscapes Transportation	\$ 19,471 <u>10.000</u>	\$ - =
Total net Assets with Restrictions	\$ <u>29.471</u>	\$ E

The sources of net assets released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of the passage of time or other events specified by donors were as follows for the years ended June 30,:

<i>.</i>	<u>2020</u>	<u>2019</u>
Playscapes Purchase of rehab location	\$ 5,529	\$ - 205,500
Total Net Assets Released from Restrictions	\$ <u>5,529</u>	\$ <u>205,500</u>

Net assets without donor restrictions consisted of the following at June 30,:

	<u>2020</u>	<u>2019</u>
Board Designated: Facilities Capital campaign Future expansion	\$ 225,000 225,000 <u>225,000</u>	\$ - -
Total Board Designated	675,000	-
Undesignated	<u>1,419,241</u>	<u>1,745,693</u>
Total Net Assets Without Restrictions	\$ <u>2.094.241</u>	\$ <u>1.745.693</u>

Note 5 - Leases

In March 2017 the Organization entered into a two year lease for office space under the terms of an operating lease. The lease ended in February 2019 at which point the Organization became a tenant at will. The lease was terminated in October 2019. The lease called for monthly payments of \$1,600. Total rent paid under this lease was \$7,076 and \$19,200 for the years ended June 30, 2020 and 2019, respectively.

The Organization entered into a new lease for an office space location in September 2019. The lease commenced on November 1, 2019 and calls for monthly rent of \$3,336. The lease terminates in October 2022 and the Organization has the option to extend for two additional terms of one year each. The base rent of the lease increases annually by 2.00% and the first increase is scheduled for November 2020. Total rent paid under this lease was \$30,024 for the year ended June 30, 2020. Future rental payments under this lease will be \$40,566 in 2021, \$41,380 in 2022 and \$13,884 in 2023.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Note 6 - Retirement Plan

In January 2019 the Organization adopted a Simple IRA plan. All full-time employees are eligible to participate in the plan. The Organization's matching contributions under this plan totaled \$8,708 and \$7,676 for the years ended June 30, 2020 and 2019, respectively.

Note 7 - Concentration of Credit Risk

The Organization derived approximately 27% and 30% of its operating revenue and support from a government agency for the years ended June 30, 2020 and 2019, respectively.

Note 8 - Liquidity and Availability of Resources

The Organization has the following financial assets available within one year of the balance sheet date to meet cash needs for general expenditure:

Cash and cash equivalents	\$ <u>1,137,611</u>
Total	\$ 1.137.611

None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Note 9 - Uncertainty

Starting in March 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of January 15, 2021, management believes that a material impact on the Organization's position and results of future operations is reasonably possible.

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. The initial legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and that was followed by the Consolidated Appropriations Act of 2021, statutes to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, 3) delays due dates for employer payroll taxes and estimated tax payments for organizations, and 4) revises provisions of the Internal Revenue Code (or IRC if defined elsewhere), including those related to losses, charitable deductions, and business interest. The Consolidated Appropriations Act of 2021 continued or expanded many of the CARES Act initiatives. The Organization applied for and received a loan of \$186,600 under the CARES Act and is monitoring financial operations during the forgiveness period of the loan. The expenditure of the proceeds is subject to certain terms and conditions which may result in the loan being partially or fully forgiven. The loan bears interest at 1.00% and matures in May 2022. There are no payments due for the first 10 months of the loan and the remaining full loan balance is due in monthly payments over the final 18 months of the loan.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Note 10 - Contingency

In late September 2020, the Organization was made aware of potential lead contamination issue at its residential treatment center. The Organization completed a formal risk assessment in October 2020. The results of the risk assessment indicated a limited number of windows, doors and a pantry cabinet contained lead paint. The Organization closed the residential treatment center and retained a local vendor to complete the facility remediation. As of January 15, 2021 the Organization has invested approximately \$137,345 to remediate the facility. Additional test were conducted in late November, December, and mid-January to confirm the lead abatement efforts had been successful. The anticipated reopen date for the residential treatment center is January 20, 2021.

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Note 11 - Subsequent Events

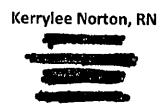
Subsequent events have been evaluated by management through January 15, 2021 which is the date the financial statements were available to be issued. Other than the uncertainty disclosed in Note 9 and the contingency disclosed in Note 10, there were no subsequent events that were material to the financial statements at January 15, 2021.



Board of Directors

As of June 2021

Sarah Landres, Esg. – Chair	Joseph Hannon, MD
Attorney	Volunteer, Community Leader, Politician
	Lee, NH
Dover, NH	
the second second	Term ending: 12/2022
Term ending: 12/2021	
Jillian Mulrooney – Vice Chair	Kathleen Routhier, RN
Human Resources Manager	Assistant Nurse Manager
Concord, NH	a second s
	Dover, NH
D and D an	
Term ending: 10/2024	
	Term ending: 12/2022
Michael Murphy, -Treasurer	
Certified Public Accountant/Partner	
Hampton, NH	
and the second	
Term ending: 12/2022	
Christine List – Secretary	Nick Couturier
Attorney	President/Principal Broker
Portsmouth, NH	Dover, NH
en e	
Term ending: 02/2025	Term ending: 02/2025
Dr. Rebecca Bananski	Susan Daigle
Physician	Community Activist/Educator
	Portsmouth, NH
Dover, NH	and the second
	Term Ending: 9/2026
Term Ending: 9/2026	· · · · · · · · · · · · · · · · · · ·



OBJECTIVE

Management level leadership position within a system of healthcare for pregnant and parenting women utilizing community relations, program development, grant writing, networking, fund development, financial, strategic planning/thinking and board development/management with opportunity for high community impact and personal growth.

July 2015- Present - Executive Director, Hope on Haven Hill, Rochester, NH

Began in the organization as Co-Founder and Program Director of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Variance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Women who reached out to us while unable to access care in NH and assist them with getting support and treatment.

After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program. Was promoted to Executive Director in August 2019. Responsible for day-to-day management, administration, operations, and development for HHH.

- Directly manages \$2M annual budget which includes state funds, private donations, funds from foundations and grants, donor solicitations, etc. Provides direct financial reporting to these entities and the Board of Directors.
- Provide leadership to staff and community to ensure the mission and strategic plan is carried out.
- Oversees daily operations, administration, development, capital purchases and clinical.
- Recruit, develop, and manage staff- administration, clinical and clinical.
- Provide direct supervision to: Operations Director and Clinical Director and other staff as needed and appropriate.
- Create and maintain policies and procedures for all programs and operations for the organization.
- Assist the Board of Directors in developing annual budgets, financial planning, and funding of
 programming, initiatives and strategies that will propel the agency forward (i.e., billing service
 expansion, facility expansion, etc)

11/2008-11/13/2015- Maternal Child/Health/Prenatal Nurse, Garrison Women's Health Center, Dover, NH

Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to completing triage on all patient calls, New Prenatal OB intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.

1/2006-4/2010- Pre-op and Post-op RN/CPSN and Skin wellness, Atlantic Plastic Surgical Center, Portsmouth, NH

All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.

5/1994-10/2008-Maternal Child Health RN/Resource Nurse, Portsmouth Regional Hospital, Portsmouth, NH

All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP instructor, PALS instructor, Resource/Charge Nurse and Staff orientation.

1/2002-1/2005- Pediatric Registered Nurse, Portsmouth Pediatric Associates, Portsmouth, NH

Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends, I became competent in all facets of pediatric care and emergencies.

1/2002-1/2005- Triage RN and Childbirth Educator, Harbour Women's Health, Portsmouth, NH

Triaged all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with infertility patients. Taught and coordinated all Childbirth Education programs.

5/19993-5/1995- Triage RN, York OB-GYN Associates, York Me

Triage all patient concerns and assist physicians with patient care.

9/1993-5/1994- Substitute School Nurse, SAD 60, Berwick ME

Substitute School Nurse in SAD 60. Worked in all School. Elementary, Middle School and High School.

Education:

- NHCC, Manchester, NH- Associates in Science, Nursing
- Franklin University, Bachelor of Science, Nursing
- Franklin University, BSN-MSN Nursing current enrolled, graduation 2022

Past and Present Certifications:

NRP, BCLS, ACLS, CPSN and STABLE. Maine State Registered Nurse, License compact state.

References upon request

Lisa M. Pollard, MBA, C.P.M.

EXPERIENCE

2019 - present Director of Operations

Hope on Haven Hill, 158 Route 108, Suite D, Somersworth, NH 03878

Current responsibilities include planning, directing, and coordinating the organization's day-to-day operations including, but not limited to, financial, grant, and contract management and compliance; oversight of facilities; supply management; Information Technology; human resources; recruiting and employee benefits; and staff training. In addition, responsible for collaborating with the Executive Director to develop and implement strategies to ensure efficiency and effectiveness of operations; effective communications; drafting Requests for Proposals; completing grant applications; overseeing annual audits; and for ensuring all related State/Federal contractor requirements and grant demands are met. Responsible for supervision of all office and administrative staff, house managers, and clinical director. Currently overseeing the building of a new wellness center for the organization.

2018 - 2019 Contract Administrator/Assistant Director, Contracts and Procurement Unit

State of New Hampshire, Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301

Responsibilities included day-to-day supervision of a staff of 16 contract specialists, including assigning work projects, and performing all human resource functions. Worked closely with legal counsel in the preparation and review of Requests for Proposals/Information/Grant Applications (RFPs/RFIs/RGAs); Memoranda of Understanding (MOUs); service contracts; amendments; licensing and nondisclosure agreements; providing guidance on contract language, State rules, laws, and policies; ensuring compliance with state and federal grant requirements, HIPAA requirements, and IT security; facilitating vendor negotiation meetings, staff trainings; participating in special projects including contracts process improvements, implementation of e-Procurement (Strategic Sourcing and Contract Management) modules, and LEAN project management.

2014-2017 Director, Division of Procurement and Support Services (P&SS)

State of New Hampshire, Department of Administrative Services, 25 Capitol Street, Concord, NH 03301

Responsibilities included directing nine areas encompassing approximately 45 employees within the Bureau of Purchase & Property; the Bureau of Graphic Services; the Surplus Food Distribution program for the NH School Lunch Program; the State and Federal Surplus Property programs at White Farm; as well as the State's Real Property; Fleet; Recycling; Merchant Card, and Procurement (PCard) programs.

Duties included reviewing requests for bid/proposal (RFBs/RFPs); drafting/review of statewide commodity and service contracts, MOUs, SLAs, SaaS agreements, etc.; providing oversight of internal/external audits; working closely with the State's legal teams to apply rules and laws, and to interpret language related to the activities within the Division; updating Division policies and procedures; working closely with the Department of Information Technology (DoIT) on statewide IT initiatives such as credit card acceptance by agencies, implementation of a new ERP/POS system at the NH Liquor Commission, upgrades to the State's financial and time systems, etc.; contract negotiations; right-to-know requests; vendor protests/hearings; approving purchase orders; preparation/oversight of Division budgets; LEAN project executive sponsor, and providing legislative input as needed. Assisted in drafting procurement and ethics language for the Senate bill which later became RSA 21-G:37.

2006-2014 Purchasing Manager/Contract Specialist

University System of New Hampshire, Purchasing & Contract Services Dept., 11 Brook Way, Durham, NH 03824

Responsibilities included purchasing and contract administration for large dollar projects at the various USNH institutions. Duties included preparing formal requests for information/proposals/bids (RFI/RFP/RFBs); conducting site inspections; vendor negotiations; assuring compliance with USNH, state, and federal policies and requirements for procurement; overseeing insurance requirements and mitigating risk to the USNH (institutions; assisting with internal/external audits; and supervision of support staff. Worked closely with the USNH senior contract officer and legal counsel to draft, review and negotiate UNH/USNH contract documents.

2000-2006 Purchasing Agent

University System of New Hampshire, Purchasing & Contract Services Dept., 11 Brook Way, Durham, NH 03824

Responsibilities included purchasing and contract administration of commodities and services for all four USNH institutions, including information technology and office equipment; printing; motor vehicles; and independent contractors. Conducted campus-wide purchasing training; sourcing; site inspections; pre-proposal meetings and bid openings; contract negotiations; and processed purchase orders. Was the "green" buying specialist for UNH.

EDUCATION

2003-2006 <u>Plymouth State University</u>, <u>Plymouth</u>, <u>New Hampshire</u> Received Master of Business Administration (MBA) degree in Spring 2006.

1984-1988 Hawthorne College, Antrim, New Hampshire

Graduated cum laude in April 1988 with a Bachelor of Science degree in Business Administration and a minor in Psychology. President of Student Council 1987-1988.

CERTIFICATION

Received designation as Certified Purchasing Manager (C.P.M.) through the Institute for Supply Management (ISM) in July 2009. Renewed July 2014.

TECHNICAL SKILLS

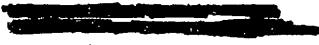
Experienced in utilizing the following software and databases: Microsoft Office 365; SharePoint, Access; SCT Banner (Oracle); Lawson/Infor NH First (Oracle), Unimarket ERP, and CutePDF, WITS, and MMIS. Current Notary Public.

<u>OTHER</u>

Have previously published magazine articles related to sports and the environment.

REFERENCES Available upon request.

Beth O'Dell, MS, LCMHC, NCC, 200-RYT



Education

- M.S. Walden University, 2016 Human Services (Public Policy, Analysis and Planning)
- M.S. Wilmington University, 2013 Community Counseling Advisor: Doris Lauckner, PsyD.
- B.S. Wilmington University, 2005 Psychology

Experience

Adult ACT Clinician

Center for Life Management, Derry, NH

Clinical Supervisor: Heather Crowell, LCMHC, MLADC, LCS

Work in coordination with the Assertive Community Treatment (ACT) Team to provide integrated services to individuals with severe, persistent mental illness. Provide leadership, support and mentoring to bachelor-level staff on the ACT Team. Provide clinical services within the community and office setting to individuals receiving treatment on the ACT Team, as well as functional support services and case management as needed. Provide mental health and substance abuse treatment (individual and group), utilizing Cognitive Behavior Therapy, Dialectical Behavior Therapy, Motivational Interviewing techniques within the therapeutic setting, and with respect to client stage of change. Provide consultation to the Substance Use Disorder (SUD) pilot team as the SUD group leader for clients during weekly SUD Team meeting. Develop and implement a Yoga for Mental Health group program within the adult department. Assess for crisis, provide stabilization care as needed, and provide on-call services. Work closely with Emergency Services to coordinate voluntary and/or involuntary emergency admission to hospital for inpatient psychiatric care. Attended all ACT Team meetings, as well as clinical staff meetings and trainings as required.

SAPR Support Specialist

Sexual Assault Prevention and Response (SAPR) Portsmouth Naval Shipyard, Kittery, ME

Facilitate proper implementation of SAPR Program requirements per Navy and Department of Defense instruction, policy, and guidance in collaboration with the Sexual Assault Response Coordinator (SARC). Assist in screening sailors for volunteer service as Victim Advocates. Develop, provide, and manage sexual assault training and prevention tools to military and civilian personnel on base and throughout the area of responsibility (Maine, New Hampshire, Vermont, and northern Massachusetts). Coordinate monthly case management group meetings on behalf of SARC and installation leadership. Coordinate the SAPR Watch Bill (on-call schedule) for Unit Victim Advocates (UVA), and provide mentorship, continuing education, and assistance with certification/D-SAACP renewal packages. Additional responsibilities include ensuring sailors and civilians are referred to appropriate offices and resources, to include referrals to treatment programs for individuals, families, and groups needing assistance with family problems and issues, and sexual assault support; working in collaboration with the partner programs in the development and implementation of outreach/prevention.

August 2013-September 2016

October 2016-Present

Beth O'Dell, MS, LCMHC, NCC, 200-RYT

Domestic Violence Advocate/DV Liaison SAFE Program of People's Place, Milford, DE Supervisor: Marcey Rezac, LCSW, DVS

Worked independently to provide domestic violence services and support as the Liaison for the State of Delaware Division of Family Services (Kent County). During this time, earned qualification as a Domestic Violence Specialist through the Delaware Coalition Against Domestic Violence through work and education experience. Provided trauma-informed advocacy to domestic violence victims/survivors in the community, assisting victims in accessing support services and resources through other community agencies available to them, and navigated victims through the legal process so they may better understand court proceedings, secure a Protection From Abuse (PFA) Orders, and access legal services available to them. Referrals included: Victim Compensation Assistance Program, Legal Aid, Family Court, (PFA) Orders, Public Housing, Temporary Assistance for Needy Families and Food Stamps through the Department of Health and Social Services, and more. Additional responsibilities included: screening applicants for job hiring, as directed by Program Manager, to fill vacancies, and assist in the interview process, as needed.

Counseling Intern

Aquila of DE, Inc., Georgetown, DE Site Supervisor: April Lathbury, LCSW, CCDP-D Faculty Supervisor: Mary Vaughn, Psy.D. Group Supervisor: Doris Lauckner, Psy.D.

Explained and conducted assessments and mental health evaluations to determine client diagnoses based on DSM criteria and appropriate level of treatment. Created narrative reports and treatment plans based on assessments of clients and one-on-one interviews. Provided one-on-one counseling and family therapy to adolescents in Outpatient and Day Treatment settings, and conducted group therapy in Day Treatment setting. Completed 100-hour Practicum, 600-hour Internship.

Case Manager

SAFE Program of People's Place, Milford, DE Supervisor: Marcey Rezac, LCSW, DVS

Provided trauma-informed case management to women in domestic violence shelters and the community to assist with budgeting, employment, seeking permanent residency, obtaining identification, and other services as needed. Assisted as a team member in maintaining a federally-funded grant and its monetary disbursement among domestic violence survivors in emergency shelters and in the community. Developed and implemented workshops for women in shelter to promote independence and empowerment.

DUI Evaluator

Sodat DE, Inc., Wilmington, DE

Conducted evaluations of DUI offenders' substance abuse and dependence in Kent and Sussex County, Delaware. This evaluation determined the appropriate level of treatment for offenders, as

August 2010-August 2011

October 2009-August 2010

August 2011-July 2013

May 2012-April 2013

Beth O'Dell, MS, LCMHC, NCC, 200-RYT

required by the State of Delaware. Created narrative reports based on assessment and one-on-one interviews. Independently managed the daily activities of the Kent and Sussex County offices, and reconciled and deposited money daily. Training 200-hour Yoga Teacher Training *Yoga Life Institute NH, Exeter NH*

DBT Skills Training for Borderline Personality Disorder Mental Health Center of Greater Manchester April 2017

National Certified Counselor National Board for Certified Counselors

August 2013-August 2023

Danger Assessment CertificationSeptember 2011Danger Assessment Training Program; John Hopkins School of Nursing

Kati Woodford, MSW, LCSW, LCAS, CCTP The second s

PROFESSIONAL SUMMARY

Driven and passionate clinical social worker with a focus on addictions treatment and trauma-informed care. Emphasis of care include harm-reduction modalities and collaboration with medical professionals to promote access to medication assisted treatment services.

LICENSURE AND CERTIFICATION

Licensed Clinical Social Worker, North Carolina #C013276 Licensed Clinical Addictions Specialist, North Carolina #24656 **Certified Clinical Trauma Professional**

RELEVANT PROFESSIONAL EXPERIENCE

Insight Human Services, Inc.

Outpatient Clinician

June 2018 – Present Winston Salem, NC

August 2020 – August 2022

January 2020 - January 2021

Sept. 2020 – August 2022

- Support clients in a gender-specific ASAM Level 2.1 intensive outpatient program and ASAM Level 1.0 outpatient program utilizing a trauma-informed perspective and evidence-based interventions in practice during group and individual sessions
- Conduct comprehensive clinical assessments to inform recommendation for ASAM level of care and any relevant mental health services necessary utilizing a variety of evidence-based assessment screening tools
- Provide education, counseling, ASAM-informed referrals, individualized treatment planning, referral, and crisis intervention for clients experiencing difficulties related to substance misuse
- Participate in routine treatment team meetings, collaborating with clinical and medical staff, to promote holistic care for all clients engaging in medication assisted treatment services

Old Vineyard Behavioral Health Services

Unit Clinician - PRN

- Utilized Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Relapse Prevention Therapy and Motivational Interviewing in group sessions to promote client skill-building for a variety of specialized units in an acute inpatient behavioral health facility
- Completed relevant assessments and provide crisis intervention as necessary and appropriate

Old Vineyard Behavioral Health Services

Mental Health Technician - PRN

- Functioned within a multitude of programs serving individuals in need of hospitalization for psychiatric stabilization to promote safety, structure of program, and wellbeing of clients
- Maintained a safe and structured environment aligning with all clients' treatment plans by performing environmental checks, safety rounds in required increments, and other assigned duties

U.S. Department of Veterans Affairs

Social Work Intern in Substance Use Services

- Assisted with management of a caseload of Veterans accessing substance use services in an outpatient or intensive outpatient individual and/or group setting under the supervision of clinical supervisor
- Participated in the development and implementation of an intensive outpatient program
- Completed intake screenings, biopsychosocial assessments and risk assessments

Youth Villages Social Work Intern

- Developed an understanding of modalities utilized by the clinical team, including the LifeSet program, Multisystemic Therapy, and Trauma-Focused Cognitive Behavioral Therapy
- Worked alongside licensed professionals to complete projects as assigned

Winston Salem, NC

June 2016 – June 2018

June 2018 - June 2019

Winston Salem, NC

August 2017 – May 2018

August 2016 – May 2016

Greensboro, NC

Salisbury, NC | Kernersville, NC

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Kati Woodford, MSW, LCSW, LCAS, CCTP

EDUCATION

Appalachian State University, Boone, NC Concentration in Individuals and Families

Roger Williams University, Bristol, RI

Magna Cum Laude, Senior Thesis with Distinction in the Field of Psychology

PROGRAM DEVELOPMENT EXPERIENCE

Appalachian State University Collegiate Recovery Progra Promoted engagement, organized and hosted events, and completed a grant proposal for the CRP in collaboration with other students and the Wellness and Prevention Services department

Kernersville Health Care Center

Intensive Outpatient Program

Bachelor of Arts in Psychology

Participated as a social work intern in the development and implementation of the intensive outpatient program through collaboration with the clinical and leadership teams

PUBLICATIONS

Hamilton, L., Wingrove, T., & Woodford, K. (2019). Does generous welfare policy encourage dependence? TANF asset limits and duration of program participation. Journal of Children and Poverty, 25:2, 101-113. doi: 10.1080/10796126.2019.1638731

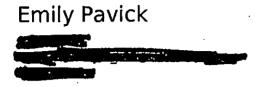
Master of Social Work May 2018

May 2015

Collegiate Recovery Program (CRP)

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Conscientious Behavioral Health Specialist with strong interpersonal skills focused on providing clientcentered therapy for adults with SUD, anxiety, depression, and other mental health conditions. Seeking full-time clinical position immediately upon graduation.

Work Experience

Behavioral Health Specialist, Student Intern

Goodwin Community Health - Somersworth, NH November 2019 to Present

- · Develop individualized treatment plans based on client assessment.
- Provides psychotherapy to increase client awareness.
- · Co-facilitates IOP groups for adults with SUD.

Case Manager, Student Intern

Cross Roads House - Portsmouth, NH 2018 to 2019

- Identified client needs and connected them with appropriate supports.
- Facilitated Art & Writing Therapy groups.

Adjunct English Professor

Northern Essex Community College - Haverhill, MA May 2015 to January 2018

Lectured and evaluated student assignments.

Biddeford, ME, Therapeutic Journal Writing Facilitator

Maine Behavioral Healthcare - Springvale, ME February 2016 to November 2017

Facilitated Writing Therapy groups to increase self-esteem in adults with MI.

Teaching Assistant/English Instructor

University of New Hampshire - Durham, NH January 2014 to January 2015

Education

Master of Social Work in Social Work University of New Hampshire - Durham, NH May 2020

Master of Fine Arts in Writing

University of New Hampshire - Durham, NH December 2015

Bachelor of Arts In Psychology

Southern Illinois University - Carbondale, IL

Skills

- Group therapy
- Yoga and Meditation training
- Telehealth training
- Evidence-Based Practice Intervention
- Calmly manages high-stress situations
- · Coordinates well with other providers
- Social Work
- Behavioral Health
- Crisis Intervention
- Mental Health Counseling
- Social Work
- Research
- Behavioral Health
- Mental Health Counseling
- Motivational Interviewing
- Addiction Counseling
- Behavioral Therapy
- Crisis Management
- Crisis Intervention
- Addiction Counseling
- Motivational Interviewing

Links

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CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kerry Norton, RN	Executive Director	\$95,000	10	\$9,500
Lisa Pollard	Director of Operations	\$80,000	10	\$8,000
Beth O'Dell	Clinical Director	\$68,850	10	\$6,885
Catherine Woodford	Licensed Clinician	\$55,120	10	\$5,512
Emily Pavick	Clinician	\$53,040	10	\$5,304

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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

December 11, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to Retroactively amend existing contracts with the vendors listed in bold below for Recovery Housing services and supports to individuals with Opioid Use Disorder (OUD), by exercising renewal options by increasing the total price limitation by \$294,950 from \$613,095 to \$908,045 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
FIT/NHNH, Inc	#15773 0-B001	Manchester	\$195,795	\$166,162	\$361,957	O: 6/19/19 #29B
Hope on Haven Hill	#27511 9-B001	Rochester	\$200,300	\$0	\$200,300	O: 6/19/19 #29B
Homestead Inn 1765, LLC	#31223 5-B001	Boscawen	\$117,000	\$128,788	\$245,788	O: 10/23/19 #18
Dismas Home of New Hampshire	#29006 1-B001	Manchester	\$100,000	\$0	\$100,000	O: 6/19/19 #29B
		' Total:	\$613,095	\$294,950	\$908,045	

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

Fiscal Detail Attached

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

EXPLANATION

This request is **Retroactive** because the Department could not have a lapse in services for individuals with a substance use disorder. Additionally, there was a delay by the Substance Abuse and Mental Health Services Administration (SAMHSA) in approving New Hampshire's requests for continued State Opioid Response Grant funding, which resulted in the efforts to add the state appropriations being delayed.

The purpose of this request is to continue providing Recovery Housing services and supports to individuals with Opioid Use Disorder who need housing in safe environment. New Hampshire has minimal capacity to serve individuals in need of recovery housing options. There are few options for specialty populations who have complex needs and/or gender-specific housing. Services provided through the contracts reduce the number of individuals who seek other types of services including hospital emergency rooms. This request will allow the contractors to continue providing recovery housing services, statewide, to service specific populations with Opioid Use Disorder, that include:

- A Recovery Residence for females only;
- A Recovery Residence for individuals who have complex criminal backgrounds that limit access to other publicly funded housing options; and
- Recovery Residences to serve the general population who are in need of housing in a supported and, safe, recovery environment.

Approximately 150 individuals will be served from September 30, 2020 to September 29, 2021.

The Contractors have increased capacity to provide respite beds for individuals in crisis situations. The individuals served benefit from having access to respite beds that enable them to be housed in a safe environment which gives them a more stable foundation on which to pursue treatment and recovery.

The Department will continue to monitor services through monthly reporting of deidentified aggregate data including:

- Number and demographics of clients served.
- Average time in shelter.
- Discharge reason and where the clients were discharged.
- Staffing changes.
- Reason for admission denials.
- Time between requests for shelter and admission.

As referenced in Exhibit C-1, Revisions to General Provisions, Section 3 of the original contracts, the parties have the option to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services one (1) of the two (2) years available.

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

Should the Governor and Executive Council not authorize this request, Recovery Housing services and supports for individuals with Opioid Use Disorder who need housing in a supported, safe recovery housing environment may not be available, which could impede individuals' recovery processes.

Area served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326

Respectfully submitted,

Pori a Weaver

Lori A. Weaver Deputy Director

-	100% Federal F	unds CFDA #9:	3.788 FAIN H79	T1081685 and I	179T1083326	
FİT/NHNH, I	nc (#157730-B00	1)				
State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	92057040	32,632.50	(29,662)	2,970.5
2020	Contracts for Prog Svs	102-500731	92057040	130,530	(2,975)	127,55
2021	Contracts for Prog Svs	102-500731	92057040	32,632.50	-0-	32,632.50
2021	Contracts for Prog Svs	102-500731	92057046	-0-	36,799	36,79
2021	Contracts for Prog Svs	102-500731	92057048	0-	108,000	108,00
2022	Contracts for Prog Svs	102-500731	92057048	-0-	54,000	54,00
Subtotal				195,795	166,162	361,95
Homestead	inn 1765, LLC (#	312235—B001)				
State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2020	Contracts for Prog Svs	102-500731	92057040	94,122	(8,622)	85,50
2021	Contracts for Prog Svs	102-500731	92057040	22,878	-0-	22,87
2021	Contracts for Prog Svs	102-500731	92057046	-0-	25,411	25,41
2021	Contracts for Prog Svs	102-500731	92057048	-0-	74,666	74,66
2022	Contracts for Prog Svs	102-500731	92057048	-0-	37,333	37,33
Subtotal				117,000	128,788	245,78

Recovery Housing Services and Supports Page 1 of 2

State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	92057040	73,330	(37,998)	35,332
2020	Contracts for Prog Svs	102-500731	92057040	100,000	(39,558)	60,442
2021	Contracts for Prog Svs	102-500731	92057040	26,970	-0-	26,970
2021	Contracts for Prog Svs	102-500731	92057046	-0-	14,356	14,356
2021	Contracts for Prog Svs	102-500731	92057048	-0-	42,133	42,13
2022	Contracts for Prog Svs	102-500731	92057048 .	-0-	21,067	21,06
Subtotal				200,300	-0-	200,300
State Fiscal	ne of New Hamps Class Title	class Account	B001) Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
Year	Contracts for		92057040	38,567	-0-	38,567
2019	Prog Svs	102-500731				
	Prog Svs Contracts for Prog Svs	102-500731	92057040	49,146	-0-	49,140
2019	Prog Svs Contracts for			<u>49,146</u> 12,287	<u>-0-</u> -0-	<u>49,14</u> 12,28

Tot	al		 613,095	294,950	908,045

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New Hampshire Department of Health and Human Services Recovery Housing for Individuals with OUD



State of New Hampshire Department of Health and Human Services Amendment #1 to the Recovery Housing for Individuals with OUD Contract

This 1st Amendment to the Recovery Housing for Individuals with OUD contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Hope on Haven Hill, Inc. (hereinafter referred to as "the Contractor"), a New Hampshire nonprofit corporation with a place of business at 326 Rochester Hill Road Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item 29B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 Amendment, and Exhibit C-1 Revisions to General Provisions, Section 3 Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

September 29, 2021.

- 2. Modify Exhibit A, Scope of Services Section 2. Subsection 2.7, by adding Paragraph 2.7.15., to read:
 - 2.7.15 The Contractor shall ensure patients seeking services receive a Doorway referral for substance use and ongoing care coordination if the individual:
 - 2.7.15.1 Enters care directly through the Contractor; and
 - 2.7.15.2 Consents to information sharing with the Doorway(s).
- 3. Modify Exhibit A, Scope of Services, Section 4 to read:

4. Reporting Requirements

- 4.1 The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.
- 4. Modify Exhibit A, Scope of Services, by adding Section 5, Performance Measures, to read:

5. Performance Measures

- 5.2 The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
- 5: Modify Exhibit A Scope of Services, by adding Section 6, State Opioid Response (SOR) Grant Standards, to read:

6. State Opioid Response (SOR) Grant Standard

6.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:

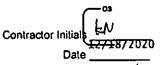
Hope on Haven Hill, Inc. RFA-2019-BDAS-02-RECOV-04-A01

New Hampshire Department of Health and Human Services Recovery Housing for Individuals with OUD



- 6.1.1. Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
- 6.1.2. Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.
- 6.2. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 6.3. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.
- 6.4. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
- 6.5. The Contractor and/or referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements.
- 6.6. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage and will have staff trained in Presumptive Eligibility for Medicaid.
- 6.7. The Contractor and/or referred providers shall accept clients on Medicaid Assisted Treatment (MAT) and facilitate access to MAT on-site or through referral for all clients supported with SOR grant funds, as clinically appropriate.
- 6.8. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.
- 6.9. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 6.10. The Contractor shall collaborate with the Department to understand and comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirement.
- 6.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
 - 6.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 6.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - 6.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
 - 6.11.4. Attestations will be provided to the Contractor by the Department.

Hope on Haven Hill, Inc.	Amendment #1
RFA-2019-BDAS-02-RECOV-04-A01	Page 2 of 5



New Hampshire Department of Health and Human Services Recovery Housing for Individuals with OUD



- 6.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 6.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
 - 6.12.1. Invoicing;

6.12.2. Funding restrictions; and

6.12.3. Billing.

- 6. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
- 7 Modify Exhibit B-1 by reducing the total budget amount by \$37,998, which is identified as unspent funding of which \$14,356 is being carried forward to fund the activities in this Agreement for SFY 21, as specified in Exhibit B-4 Amendment #1 NCE Budget; and of which \$23,642 is being carried forward to fund activities in this Agreement for SFY 21, as specified, in part, in Exhibit B-5 Amendment #1 SOR II Budget.
- Modify Exhibit B-2 by reducing the total budget amount by \$39,558, which is identified as unspent funding, of which \$18,491 is being carried forward to fund the activities in this Agreement for SFY 21, as specified, in part, in Exhibit B-5 Amendment #1 SOR II Budget; and of which \$21,067 is being carried forward to fund the activities in this Agreement for SFY 22, as specified in Exhibit B-6 Amendment #1 SOR II Budget.
- 9. Add Exhibit B-4 Amendment #1, NCE Budget, which is attached hereto and incorporated by reference herein.
- 10. Add Exhibit B-5 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.
- 11. Add Exhibit B-6 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.

Amendment #1 Page 3 of 5 ٢

New Hampshire Department of Health and Human Services Recovery Housing for Individuals with OUD



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to September 29, 2020 upon the date of Governor and Executive Council approval.

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

State of New Hampshire Department of Health and Human Services

12/21/2020

Date i

Katja For

12/18/2020

Date

Hope on Haven Hill, Inc.

king Norton

Title: Executive Director

Hope on Haven Hill, Inc. RFA-2019-BDAS-02-RECOV-04-A01 Amendment #1 Page 4 of 5



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

OFFICE OF THE ATTORNEY GENERAL

12/22/2020

Date

DocuSigned by:			
Chris		•	
Name212C4AE.	•		—

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:



EXHIBIT B Amendment #1

Methods and Conditions Precedent to Payment

- This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
- 2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
- 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 Budget through Exhibit B-6 Amendment #1 Budget.
- 4. The Contractor shall seek payment for services, as follows:
 - 4.1. First, the Contractor shall charge the client's private insurance or other payor sources.
 - 4.2. Second, the Contractor shall charge Medicare.
 - 4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
 - 4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 4.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
 - 4.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
- 5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall

Hope on Haven Hill, Inc.
RFA-2019-8DAS-02-RECOV-04-A01
Rev. 01/08/19

Exhibit 8 Amendment #1 Page 1 of 4

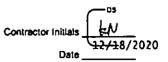




EXHIBIT B Amendment #1

be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

- 5.1. Backup documentation includes, but is not limited to:
 - 5.1.1. General Ledger showing revenue and expenses for the contract.
 - 5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 5.1.3. Invoices supporting expenses reported.
 - 5.1.3.1. Unallowable expenses include, but are not limited to:
 - 5.1.3.1.1. Amounts belonging to other programs.
 - 5.1.3.1.2. Amounts prior to effective date of contract.
 - 5.1.3.1.3. Construction or renovation expenses.
 - 5.1.3.1.4. Food or water for employees.
 - 5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
 - 5.1.3.1.6. Fines, fees, or penalties.
 - 5.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

Contractor Initia

Date

- 5.1.3.1.8. Cell phones and cell phone minutes for clients.
- 5.1.4. Receipts for expenses within the applicable state fiscal year.
- 5.1.5. Cost center reports.
- 5.1.6. Profit and loss report.

Hope on Haven Hill, Inc.

Exhibit B Amendment #1 Page 2 of 4

RFA-2019-BDAS-02-RECOV-04-A01

Rev. 01/08/19



EXHIBIT B Amendment #1

- 5.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 5.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 5.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
- 7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager Department of Health and Human Services 105 Pleasant Street Concord, NH 03301

- 8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
- 9. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 11. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
- 12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services, including failure to submit required monthly and/or quartery reports.
- 13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 14. Audits

Hope on Haven Hill, Inc.	Exhibit B Amendment #1	Contractor Initials
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EXHIBIT B Amendment #1

- 14.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 14.1.1. Condition A The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 14.1.2. Condition B The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 14.1.3. Condition C The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 14.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Hope on Haven Hill, Inc.	Exhibit 8 Amendment #1	Contractor Initials
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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVORIAL HEALTH

Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

May 16, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division For Behavorial Health, to enter into agreements with the vendors listed below, in an amount not to exceed \$496,096, to provide Recovery Housing services and supports to individuals with Opioid Use Disorder (OUD) effective upon Governor and Council approval, through September 29, 2020. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Contract Amount
Dismas Home of New Hampshire	#290061-B001	102 Fourth Street Manchester, NH 03102	\$100,001
Families In Transition	#157730-B001	122 Market Street Manchester, NH 03101	\$195,795
Hope on Haven Hill	#275119-B001	326 Rochester Hill Road Rochester, NH 03867	\$200,300
		Total:	\$496,096

Funds are available in the following account for State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT.

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amoùnt
2019	102-500731	Contracts for Prog Svc	92057040	\$144,529
2020	102-500731	Contracts for Prog Svc	92057040	\$279,678
2021	102-500731	Contracts for Prog Svc	92057040	\$71,889
•			Total:	\$496,096

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

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EXPLANATION

The purpose of this request is to provide Recovery Housing services and supports to individuals with Opioid Use Disorder who need housing in a supported and safe recovery housing environment. New Hampshire has minimal capacity to serve individuals in need of recovery housing. There are few options for specialty populations who have complex needs and/or gender-specific housing. This request will fund recovery housing statewide to service specific populations with Opioid Use Disorder that includes

- A Recovery Residence for females only;
- A Recovery Residence for individuals who have complex criminal backgrounds that limit access to other publicly funded housing options; and

1

 Recovery Residences to serve the general population who are in need of housing in a supported, safe, recovery environment.

The State of New Hampshire received funding through the Substance Abuse and Mental Health Services Administration State Opioid Response grant opportunity. This grant is being used to make critical investments in the Substance Use Disorder system in order to reduce unmet treatment needs, reduce opioid overdose fatalities and increase access to Medication Assisted Treatment over the next two (2) years. The State is implementing evidence-based methods to expand treatment, recovery and prevention services to individuals with Opioid Use Disorder. These funds will strengthen established programs that have had a positive impact on the opioid crisis as well as expand the capacity for programs to assist individuals struggling with an Opioid Use Disorder.

The Department is contracting for these services for the first time. The Contractors are expected to serve a maximum of eighty-four (84) individuals on any given day. The Department will be closely monitoring the numbers actually served as well as the lengths of stay and the coordination of care for other health and social services.

The Doorways are responsible for providing comprehensive assessments at several time intervals, specifically at intake, three (3) months, six (6) months, and upon discharge; specifically data on client-related outcomes including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with State Opioid Response-funded initiatives and to determine which programs are generating the best results for the clients served.

The three (3) vendors included in this requested action were selected for this project through a competitive bid process. This request represents three (3) of the selected four (4) vendors. The Department anticipates awarding one (1) additional contract that will be submitted to Governor and Executive Council for approval for the next scheduled meeting. A Request for Applications was posted on the Department of Health and Human Services' website from October 22, 2018 through November 13, 2018. In addition, on October 23, 2018 an email of notification of the RFA was distributed to stakeholders throughout the State. The Department received six (6) applications. The applications were reviewed and scored by a team of individuals with program-specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Score Summary is attached.

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

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

Should the Governor and Executive Council not authorize this request, Recovery Housing services and supports to individuals with Opioid Use Disorder who need housing in a supported, safe recovery housing environment may not be available, which could result in individuals backsliding during their road to recovery, which would intensify the Opioid Crisis and lead to an increase in overdose deaths in NH.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN TI081685)

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

Respectfully submitted,

Jeffjey A. Meyers Commissioner

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

FORM NUMBER P-37 (version 5/8/15)

Subject: RFA-2019-BDAS-02-RECOV-04/Recovery Housing for Individuals with OUD

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

1.1. State Agence: Mama						
1.1 State Agency Name		1.2 Sinte Agency Address 129 Pleasant Street				
NH Department of Health and H	iuman Services	Concord, NI-1.03301-3857				
1.3 Contractor Name	<u> </u>	1.4 Contractor Address				
Hope on Haven Hill		326 Rochester Hill Road				
		Rochester, NH 03867				
1.5 Contractor Phone	1.6 Account Number	F.7 Completion Date	1.8 Price Limitation			
Number 603-851-5353	05-095-092-920510-7040- 0000-102-500731	September 29, 2020	\$200,300			
1.9 Contracting Officer for Str	ile Agency	1.10 State Agency Telephor	e Number			
Nathan D. White, Director	• •	603-271-9631				
Bureau of Contracts and Procur		112 Marca and Web as Co				
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2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("Effective Date").

3.2.1f 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 ACREEMENT.

Noiwithstanding 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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

S. 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 B 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 hercunder, 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 statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or dury upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractorshall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Page 2 of 4

Contractor Initials 8 Date 3

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity; or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

9.2 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.

9.3 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. 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the. State, its officers and employees, and any and all claims. liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

(4.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts. of not less than \$1,000,000per occurrence and \$2,000,000 agaregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

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Contractor Initials

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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 assignce to secure and maintain; payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. 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. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set: forth in the attached EXHIBIT C 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 relating hereto.







Scope of Services

Exhibit A

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein; the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. The Contractor shall provide one (1) Recovery Residence for individuals with Opioid Use Disorder (OUD), who are in need of housing in a supported, safe, recovery housing environment in compliance with the appropriate NARR standard.

2. Scope of Services

- 2.1. The Contractor shall provide a physical recovery housing facility to include, but is not limited to:
 - 2.1.1. Assistance to individuals to transition to independent living.
 - 2.1.2. Safe, stable and sober environment.
 - 2.1.3. Meeting state and/or local occupancy requirements.
- 2.2. The Contractor shall meet the needs of applicants/residents requiring Americans with Disabilities Act (ADA) accommodations. Additionally, the Contractor shall:
 - 2.2.1. Provide documentation and maintain the property is in compliance with local health and safety codes.
 - 2.2.2. Ensure the residence meets all Life and Safety codes, as required.
 - 2.2.3. Ensure that all house managers and/or staff are trained to deliver Naloxone in the case of an overdose.
 - 2.2.4. Meet all information security and privacy requirements as set by the Department.

Hope on Haven Hill	Exhibit A	Contractor Initials
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New Hampshire Department of Health and Human Services Recovery Housing for Individuals with Opioid Use Disorder Exhibit A



2.3. The Contractor shall ensure Naloxone is available and accessible in the residence.

2.4. Organizational/Administrative Standards

- 2.4.1. The Contractor shall have a written mission and vision statement.
- 2.4.2. The Contractor shall have a written code of ethics for the Recovery Residence:
- 2.4.3. The Contractor shall comply with state and federal requirements. If required, documents such as licenses and certificates of occupancy must be visible for public view.
- 2.4.4. The Contractor shall clearly identify the responsible person(s) responsible for the Recovery Residence to all residents.
- 2.4.5. The Contractor shall ensure the living environment is free from drugs and alcohol, in accordance with written policies and procedures.
- 2.4.6. The Contractor shall provide proof of written permission to operate a Recovery Residence on the property from the land owner/landlord if applicable.

2.5. Fiscal Management Standards

- 2.5.1. The Contractor shall keep accurate records and must have the ability to provide residents with statements upon request. The records and/or statements shall include, but are not limited to:
 - 2.5.1.1. Complete records of charges.
 - 2:5.1:2. Payments.
 - 2:5.1.3. Deposits.

2.6. Operation Standards

2.6.1. The Contractor shall ensure emergency numbers, protocols and evacuation maps are established and easily accessed.

2.7. Recovery Support Standards

- 2.7.1. The Contractor shall maintain a staffing plan, in accordance with NARR Standards.
- 2.7.2. The Contractor shall implement an applicant screening process that will maintain a safe and supportive environment for all individuals in recovery.
- 2.7.3. The Contractor shall ensure confidentiality laws are adhered to.
- 2.7.4. The Contractor shall keep resident's records secure from unauthorized access.

Contractor Initials

Hope on Haven Hill

Exhibit A

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Page 2 of 5

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New Hampshire Department of Health and Human Services. Recovery Housing for Individuals with Opiold Use Disorder



	Exhibit A
2.7.5.	The Contractor shall establish and administer a grievance policy and procedure, as provided to each resident prior to enrollment.
2.7.Ġ.	The Contractor shall provide a safe, structured and recovery supportive environment through established and written residents' rights and requirements.
2.7.7.	The Contractor shall establish an intake/assessment protocol for accepting new clients.
2.7.8.	The Contractor shall establish an orientation process that will ensure all fees and charges residents incur are presented to applicants prior to residency. The Contractor shall ensure policies are presented to potential applicants in writing and are verbally explained in a simple and easy manner conducive to the Individual's understanding.
2.7. <u>9.</u>	The Contractor shall provide a mutually supportive and recovery-oriented relationships between residents and/or staff through:
	2.7.9.1. Peer-based interactions;
	2.7.9.2, House meetings;
	2.7.9.3. Community gatherings;
	2.7.9.4. Recreational events; and/or
·	2.7.9.5. Other social activities.
2.7.10.	The Contractor shall adopt recovery-supportive, alcohol and drug-free environments through written and enforced policies and procedures that address the following:
	2.7.10.1. Residents that return to alcohol and/or drug use;
•	2.7.10.2. Hazardous item searches;
	2.7:10.3. Drug-screening and or toxicology protocols; and
	2.7.10.4: Prescription and non-prescription medication usage; and
	2.7.10.5. Prescription and non-prescription storage.
2.7.11.	The Contractor shall work with residents to develop and participate in an individualized recovery plan:
2.7.12.	The Contractor shall inform residents on the wide range of local treatment and recovery support services available to them.
2.7.13.	The Contractor shall provide nonclinical, recovery support and related services.
Hope on Haven Hill	Exhibit A Contractor Initials
RFA-2019-BDAS-02-RE	COV-04 Page 3 of 5 Data 3711



Exhibit A

2.7.14. The Contractor shall encourage residents to attend supportive, self-help groups and/or outside professional services.

2.8. Property Standards

- 2.8.1. The Contractor shall ensure the residence meets all life, safety, health and building codes.
- 2.8.2. The Contractor shall provide residents with storage for food and personal items.
- 2.8.3. The Contractor shall provide fully-functioning fire extinguishers in plain sight and/or clearly marked locations.
- 2.8.4. The Contractor shall install operational smoke detectors.
- 2.8.5. The Contractor shall install operational carbon monoxide detectors if gas appliances are present.
- 2.8.6. The Contractor shall ensure a smoke/tobacco-free internal living environment.
- 2.8.7. The Contractor shall provide a large community room that will accommodate house meetings.
- 2.8.8. The Contractor shall provide sleeping quarters that adhere to local and state square footage requirements.
- 2.8.9. The Contractor shall provide lavatory facilities that adhere to tocal and state requirements if applicable. If there are no requirements, selected vendor(s) shall provide one (1) sink, one (1) toilet and one (1) shower per six (6) residents.
- 2.8.10. The Contractor shall provide on-site laundry services.
- 2.8.11. The Contractor shall maintain the interior and exterior of the residence in a functional, safe, and clean manner.
- 2.8.12. The Contractor shall provide spaces to hold individual meetings accessible to each resident, as scheduled by the Contractor.
- 2.8.13. The Contractor shall provide appliances in a good and working condition.
- 2.8.14. The Contractor shall provide furniture in good condition.
- 2.8.15. The Contractor shall provide routine and emergency repairs to all aspects of the residence.

2.9. Good Neighbor Standards

2.9.1. The Contractor shall provide the residence's responsible parties' information to neighbors upon request. The Contractor shall ensure the responsible party responds to neighbor's complaints.

Hope on Haven Hill	Exhibit A	Contractor Initials
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New Hampshire Department of Health and Human Services Recovery Housing for Individuals with Opioid Use Disorder Exhibit A



2.9.2. The Contractor shall establish and enforce parking rules when warranted.

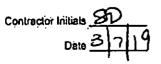
3. State Opioid Response (SOR) Grant Standards

- 3.1. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 3.1.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 3.1.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.
- 3.2. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 3.3. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 3.4. The Contractor shall accept clients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 3.5. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.
- 3.6. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Hope on Haven Hill

Exhibit A

Page 5 of 5



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Exhibit A-1

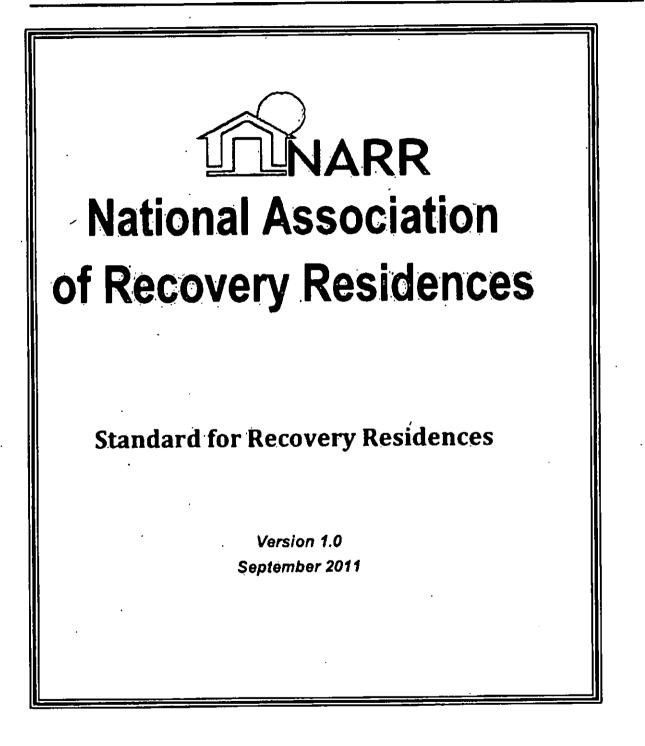


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Exhibit A-1

	\sim	LÉVEL I		LEVEL III	LEVEL IV
	Marthonal Association of Recovery Residences	Poor-Run	Monitóred	Supervised	Servico Provider
	ADMINISTRATION	Democratically run Manual or P& P	House manager or semon resident? Policy and Procedures	 Organizational hierarchy Administrative oversight for service providers Policy and Procedures Licensing varies from state to state 	Overseen organizational hierarchy Clinical and administrative supervision Policy and Procedures Licensing varies from state to state
STANDARDS CRITERIA	ŞERVIÇES:	Drug Screening House meetings Self help meetings encouraged	 House rules provide structure Peer run groups Drug Screening House meetings Involvement in self help and/or treatment services 	 Life skill development emphasis Clinical services utilized in outside community Service hours provided in house 	Clinical services and programming are provided in house Life skill development
	RESIDENCE	Generally single family residences	Primarily single family residences Possibly apartments or other dwelling types	Varias - all types of residential settings	All types – often a step down phase within care continuum of a treatment center. May be a more institutions in environment
	STAFF	No paid positions within the residence Perhaps an overseeing officer	At least 1 compensated position	Facility manager Certified staff or case managers	Credentiāled staff

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Exhibit A-1 Page 2 of 6 Contractor Initiats ST Data 37

1. Organizational/Administrative Standards	Level	Level II	Level,ill	Level IV.
1.1. Recovery Residences are legal business entities as evidenced by business licenses or incorporation documents;	Strongly Recommend	Strongly Recommend	x.	x
1.2. Recovery Residences have a written mission and vision statement;	x	x	x	x
1.3. Recovery Residences have a written code of ethics;	×	X.	x	x
1.4. Recovery Residences property owners/operators carry general liability insurance;	Strongly Recommend	Strongly Recommend	x	x
1.5. Recovery Residences comply with state and federal requirements. If required, documents such as licenses and certificates of occupancy are visible for public view;	X	×	x	x
1.6. Recovery Residences clearly identify the responsible person(s) in charge of the Recovery Residence to all residents;	x	×	. X	x
1.7. Recovery Residences clearly state the minimum qualifications, duties, and responsibilities of the responsible person(s) in a written job description.and/or contract;	n/a	n/a	X	x
1.8. Recovery Residences provide drug and alcohol free environments:	×	X	x	Ϋ́Χ.
1.9. Recovery Residences collect and report accurate process and outcome data for continuous quality improvement;	Strongly Recommend	Strongly Recommend	x	×
1.10. Recovery Residences have written permission from the owner of record to operate a Recovery Residence on their property:	x	X	x	<u> </u>
2.Fiscal Management Standards	Level	Level II	Level III	Leveโป้
2.1. Recovery Residences maintain an accounting system that fully documents all resident financial transactions such as fees, payments and deposits;	x	X.	x	x
3. Operation Standards:	Level	LevelII	Level III	Level IV
3.1. Recovery Residences post emergency procedures and staff phone number in conspicuous locations;	n/a	n/a	×	x
3.2. Recovery Residences post emergency numbers, protocols and evacuation maps;	x	×	n/a	n/B

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Exhibit A-1 Page 3 of 6



4. Recovery Support Standards;	Level I	Level II	Level III"	Level
4.1. Recovery Residences maintain a staffing plan;	If Applicable	If Applicable	x	×
4.2. Recovery Residences use an applicant screening process that helps maintain a safe and supportive environment for a specific group of persons in recovery:	×	X	×	X .
4.3. Recovery Residences adhere to applicable confidentiality laws:	x	x	x	X
4.4. Recovery Residences keep resident records secure with access limited to authorized staff only:	x	×	x	x
4.5. Recovery Residences have a grievance policy and procedure for residents;	×	×	x	x
4.6. Recovery Residences create a safe, structured, and recovery supportive environment through written and enforced residents' rights and requirements;	×	×	x	x
4.7. Recovery Residences have an orientation process that clearly communicates residents' rights and requirements prior to them signing any agreements; collects demographic and emergency contact information and provides new residents with written instructions on emergency procedures and staff contact information;	x	X	x	.×
4.8. Recovery Residences foster mutually supportive and recovery-oriented relationships between residents and/or staff through peer-based interactions, house meetings, community gatherings, recreational events, and/or other social activities;	x	×	x	`x
4.9. Recovery Residences foster recovery-supportive, alcohol and drug-free environments through written and enforced policies and procedures that address: residents who return to alcohol and/or drug use; hazardous item searches; drug-screening and or toxicology protocols; and prescription and non-prescription medications usage and storage;	×	.х	×	.x
4.10. Recovery Residences encourage each resident to develop and participate in their own personalized recovery plan;	x	x	x	×
4.11. Recovery Residences Inform residents on the wide range of local treatment and recovery support services available to them including: 12 step or other mutual support groups, recover community centers, recovery ministries, recovery-focused leisure activities and recovery advocacy opportunities;	×	x	×	×

Exhibit A-1 Page 4 of 6



4	Recovery Support Standards (Cont.)	Level I	Level II	Level III	Levél IV
4.12.	Recovery Residences provide nonclinical, recovery support and related services;	X.	·X	X	x
	Recovery Residences encourage residents to attend mutually supportive, self help groups and/or outside professional services;	×	x	×	x
	Recovery Residences provide access to scheduled and structured peer-based services such as didactic presentations;	n/a	n/a	×	·x
	Recovery Residences provide access to 3rd party clinical services in accordance to State laws;	n/a	n/a	x	×
	Recovery Residences offer life skills development services;	n/a	n/a	x	×
	Recovery Residences offer clinical services in accordance to State laws:	ń/a	n/a	n/a	, x .
5. Pr	operty Standards	Level	Level II	Level III	Level IV
5.1. Ŗ	recovery Residences abide by all local building and fire safety codes;	×	x	×	x
	lecovery Residences provide each residents with food and personal item storage;	×	×	X	. x
•	ecovery Residences place functioning fire extinguishers in plain sight and/or in clearly marked locations ;	x	×	×	x
5.4. Recovery Residences have functioning smoke detectors installed. If the residence has gas appliances, functioning carbon monoxide detectors are installed;		X .	×	×	×
	tecovery Residences provide a non smoking internal living environment:	X	x	x	'x
•	ecovery Residences have a community room large enough to accommodate house meetings and sleeping rooms that adhere to local and state square tootage requirements;	x	x	x	x
• .	ecovery Residences have one sink, toilet and shower per six residents or adhere to local and state requirements;	×	x	×	x
5 8. R	ecovery Residences have laundry services that are accessible to all residents;	×	x	. ×	×



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6.	Property Standards (Cont.)	Level	Level II	Level	Level IV
5.9.	Recovery Residences mainitain the interior and exterior of the property in a functional, safe and clean manor that is compatible with the neighborhood;	×	x	×	x
5.10	. Recovery Residences have meeting spaces that accommodate all residents;	·X	x	x	x
.5.11	Recovery Residences have appliances that are in working order and furniture that is in good condition;	×	x	×	x
5:12	Recovery Residences address routine and emergency repairs in a timely fashion;	x	x	×	x
6. G	ood Neighbor Standarda	Level I	Lovef II	Lovel III	Level IV
<u>6</u> .1.	Recovery Residences provide neighbors with the responsible person(s) contact information upon request. The responsible person(s) responds to neighbor's complaints; even if it is not possible to resolve the issue;	x	×.	x	x
6.2.	Recovery Residences have fules regarding noise, smoking, loitering and parking that are responsive to neighbor's reasonable complaints;	Strongly Recommend	Strongly Recommend	×	x
<u>6</u> .3.	Recovery Residences have and enforce parking courtes where street parking is scarce;	×	x	×	×

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Exhibit A-1 Page 6 of 6



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Now Hampshire Department of Health and Human Services Recovery Housing for Individuals with Opioid Use Disorder

Exhibit B

Method and Conditions Precedent to Payment

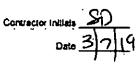
- 1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, FAIN TI081685.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding regulationents. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to <u>Melissa,Girard@dhhs.nh.gov</u>, or invoices may be malled to:

Melissa Girard, SOR Finance Manager Department of Health and Human Services BDAS, State Opioid Response 129 Pleasant Street, 3rd Floor Concord, NH 03301

- 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A. Scope of Services and In this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Hope On Haven Hill

Exhibit B



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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesoid covenants, the Contractor hereby covenants and agrees as follows:

- Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department, requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 5. Gratulties or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratulty or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 6. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the Individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
- 7. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service, if at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders for such service, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs.

Exhibit C - Special Provisions .

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Page 1 of 5

Contractor Initials <u>S7</u> Data <u>37</u>19



7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services at provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein:

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

- Maintenance of Records: In addition to the eligibility records specified above; the Contractor covenants and agrees to maintain the following records during the Contract Period;
 - 8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the egency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purpose directly connected services hereunder is prohibited exception written consent of the recipient, his attorney or guardian.

Exhibit C - Special Provisions

Contractor Initiats

Page 2 of 5



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

- Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written Interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other. Information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 13. Crodits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The préparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
- 14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
- 15. Operation of Facilities: Compliance with Laws and Regulations: 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 of 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 seld license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshaland the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
- 16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C – Special Provisions

Contractor Initials

Page 3.of 5



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the ocer to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. Pilot Program for Enhancement of Contractor Employee Whiatleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR-3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

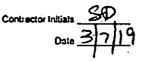
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

Exhibit C - Special Provisions



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Page 4 of 5



- Provide to DHHS'an annual schedula identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 DHHS shall, at its discretion, review and approve all subcontracts.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action:
- 20. Contract Definitions:
 - 20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established ... In accordance with state and federal laws, regulations, rules and orders.
 - 20.2. DEPARTMENT: NH Department of Health and Human Services.
 - 20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
 - 20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit 8 of the Contract.
 - 20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders; and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
 - 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

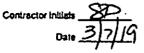


Exhibit.C - Special Provisions Page 5 of 5



REVISIONS TO GENERAL PROVISIONS Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is 1. replaced as follows: CONDITIONAL NATURE OF AGREEMENT. :4 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds. including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A. Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available; if ever. The State shall have the right to reduce, terminate or modify services under this Agreement Immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable. 2. Subparagraph 10 of the General Provisions of this contract. Termination, is amended by adding the following language; 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement. 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- 3. Renewat

The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 of upon which reliance is placed when the agency awards the grant. False certification 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 begiven 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

CUIDHHS/110713;

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 1 of 2



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New Hampshire Department of Health and Human Services. Exhibit D



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

- 1.6: Taking one of the following actions, within 30 catendar 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. Regulting 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 1.8.
- 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 D If there are workplaces on file that are not identified here.

Contractor Name: Hope on Haven Hill

Sharon Drake Name: Title: Executive Diverto

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2

Contractor Initia

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Now Hampshiro Department of Health and Human Services Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor 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:

- 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, Ioan, or cooperative agreement (and by specific mention, sub-grantee or sub-Federal contract, grant, Ioan, 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-L).
- 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.

Contractor Name: Hope on Haven Hill

Date

Name: Title:

Exhibit E - Certification Regarding Lobbying

Contractor Intelets SP Data 3719

CUDH45110713

Page 1 of 1



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 disquality 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 tater 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 departed, 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 transection, 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 Page 1 of 2

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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 civily 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

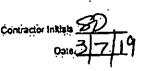
- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76; certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared inaligible, 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.

Date

Contractor Name: Hope mt Javen Hill

Name: Tille:

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New Hampshire Dopartment 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 Delliquency 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 1984 (42 U.S.C. Section 2000d, which prohibits recipients of tederal financial essistance 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 reprised 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
	Cerubation of Compliance with requirements pertaining to Federal Nondacominitation, Equal Treatment of Faith-B and Whitebelower protections	3)7/19
6/27/14 Ref. 10/23/14	Päge 1 of 2	Date 2/117

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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:

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

pe on Haven Hill Contractor Name

Name: True:

Frhibit G Contractor Initials Orneniz at. ezini Date Page 2 of 2 Rev. 10/21/34.

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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 routinety 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:

 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.

Date

tope on Haven Hill Contractor Name:"

Name: Title:

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Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1

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Now Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY 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) <u>Definitions</u>.
- a. <u>"Breach</u>" shall have the same meaning as the term "Breach" in section 164.402 of Title 45. Code of Federal Regulations.
- <u>Business Associate</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title45, 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 45CFR 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. <u>"HITECH Act" means the Health Information Technology for Economic and Clinical Health</u> Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" 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).
- FPrivacy 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

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Now Hampshire Department of Health and Human Services :



Exhibit I

- <u>Required by Law</u> shall have the same meaning as the term "required by law" in 45CFR Section 164,103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. <u>Security Rule</u> shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- <u>"Unsecured Protected Health Information</u>" 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. <u>Other Definitions</u> 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.

- 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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Exhibit I Health Insurance Portability Act Business Associate Agreement: Page 2 of 6

Contractor Initiata



Exhibiti

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:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person used the protected health information or to whom the disclosure was made;

 - 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 associates agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6

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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. 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 Ŧ. 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. 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 g. Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524. 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 .**h**. 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. 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 i. individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164,528. 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 j. 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. In the event any individual requests access to, amendment of, or accounting of PHI Ŕ. 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. Within ten (10) business days of termination of the Agreement, for any reason, the ١. 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 toin 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 Contractor Initials_

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Exhibit 1 Health Insurance Portablity Act Business Associate Agreement Page 4 of 6

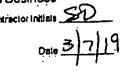




Exhibit I

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) <u>Termination for Cause</u>

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's et 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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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

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

Contractor Initials

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New Hampshire Department of Health and Human Services

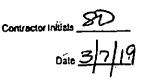


Exhibit

Segregation. If any term or condition of this Exhibit I or the application thereof to any e. 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. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or ŧ. 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 . Name d the. The State Representative Authorized Representative Signature Signature of A uthorized Shama. Irake Name of Authorized Representative Name of Authorized Representative L'xecutive Direc Title of Authorized Representative Title of Authorized Representative Date Date

3/2014

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



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Now Hampshiro Department of Health and Human Services Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FEATA) 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
- Amount of award **2**.
- Funding agency 3.
- 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 stready 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.

ope on Haven Hill Contractor Name:

Name:

Title:

Exhibit J - Centrication Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

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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.

- 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, bans, grants, subgrants, and/or cooperative agreements; bans, grants, bans, grants, bans, grants, subgrants, grants, grants

NÓ YES

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

If the enswer 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 (15.0.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES

NO. _____

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.
- "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.
- "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 (PH), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

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

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Exhibit K DHHS Information Security Requirements . Page 1 of 9

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Exhibit K



DHHS Information Security Requirements

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

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted P1, PFt, 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.
- *Protected Health Information* (or *PHI*) has the same meaning as provided in the definition of *Protected Health Information* in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

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

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Exhibit K DHHS Information Socurity Requirements Page 2 of 9

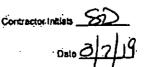


Exhibit K



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 not disclose PHI in violation of such additional restrictions and must 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.
 - Encrypted Email, End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
 - 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.
 - 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 Mall 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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Exhibit K DHHS information Security Requirements Page 3 of 9 Contractor Initiatia SD

Exhibit K



DHHS Information Security Requirements

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

- 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment; as a

Exhibil K DHHS Information Security Réquirements Prige 4 of 9

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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 date 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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Exhibit K DHKS Information Security Requirements Page 5 of 9

Contractor Initials

Exhibit K



DHHS Information Security Requirements

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 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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Exhibit K. DHHS Information Security Requirements Page 6 of 9

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New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

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

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health Information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology, Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies; guidelines, standards, and procurement information relating to vendors.
- 14: Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 18. 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.
 - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K OHHS Information Security Regularementa Page 7 of 9

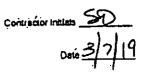


Exhibit K



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.
- 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

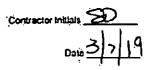
The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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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Exhibit K DHHS Information Security Requirements Page 6 of 9



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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

V5. Last update 10/09/18

Exhibit K , DHHS Information Security Requirements Page 9 of 9

Contractor Initiats Date .

Independent Contractor Justification Form

1. Describe the services that the individual will period Provide Recovery Housing services and supports to i	
Disorder	
2. Does the agency have State employees that per	form the same or similar services? Yes, No
f. Requiring periodic reports on the indivi	work space. Yes, No ices must be performed. Yes, No Yes, No plies to perform the services. Yes, No
4. Will the individual perform the services exclus	ively for the agency? 🗌 Yes, 🗸 No
5. Does the individual use their personal social se	curity number rather than employer identification tax number?
	to be in business for himself or herself, including by being continuing or recurring business liabilities or obligations?
7. Will the individual be responsible for satisfactor contractually responsible for failure to complete the second	ory completion of work and can the agency hold the individual he work? 🗸 Yes, 🗌 No
8. Will the Agency have the right to terminate the	e relationship at any time? 🖌 Yes, 🗌 No
9. Can the individual terminate the relationship at	any time without liability? 🔽 Yes, 🛄 No
10. Are the services the individual will provide profession, or business? Yes, No. Please Id	
Date initial review by DoP: Date final	review by DoP:
Initial Approval <u>mgm</u> : Disapproved Final	Approval <u>mgm</u> : Disapproved
Matt Mavrogeorge Mavrogeorge	Matt Mavrogeorge Date: 201.09.03 12:53:50 -04'00'
(Division of Personnel signatory)	(Division of Personnel signatory)

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

This Amendment to the Recovery Housing for Individuals with OUD contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Homestead Inn 1765 LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019 (Item #18), as amended on January 22, 2021 (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 3, Renewal the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

September 29, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$362,022.

3. Modify Exhibit A, Scope of Services, Section 3, State Opioid Response (SOR) Grant Standards, Subsection 3.2., to read:

3.2. Reserved.

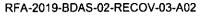
- 4. Modify Exhibit A, Scope of Services, Section 3, State Opioid Response (SOR) Grant Standards, Subsection 3.11., to read:
 - 3.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana, for treatment using marijuana. The Contractor shall ensure:
 - 3.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 3.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental disorders.

Contractor Initials

Date

8/31/2021

- 3.11.3. This marijuana restriction applies to all subcontracts and memoranda of understanding (MOU) that receive SOR funding.
- 5. Modify Exhibit A, Scope of Services, Section 3, State Opioid Response (SOR) Grant Standards, Subsection 3.12., to read:
 - 3.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:
 - 3.12.1. Internal policies for the distribution of Fentanyl strips;
 - 3.12.2. Distribution methods and frequency; and
 - 3.12.3. Other key data, as requested by the Department.



Homestead Inn 1765 LLC

- 6. Modify Exhibit A, Scope of Services, Section 3, State Opioid Response (SOR) Grant Standards by adding Subsection 3.13., to read:
 - 3.13. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
 - 3.13.1. Invoicing;
 - 3.13.2. Funding restrictions; and
 - 3.13.3. Billing.
- 7. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:
 - This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
- 8. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 2, to read:
 - 2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 SOR II Budget through Exhibit B-7 Amendment #2 SOR II Budget.
- 9. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 4, to read:
 - 4. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
 - 4.1. Backup documentation includes, but is not limited to:
 - 4.1.1. General Ledger showing revenue and expenses for the contract.
 - 4.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 4.1.3 Invoices supporting expenses reported.
 - 4.1.3.1. Unallowable expenses include, but are not limited to:
 - 4.1.3.1.1. Amounts belonging to other programs.
 - 4.1.3.1.2. Amounts prior to effective date of contract.
 - 4.1.3.1.3. Construction or renovation expenses.

RFA-2019-BDAS-02-RECOV-03-A02

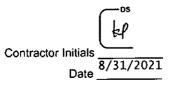
Homestead Inn 1765 LLC

Contractor Initials

8/31/2021 Date

-05 |-0

- 4.1.3.1.4. Food or water for employees.
- 4.1.3.1.5. Directly or indirectly, to purchase, prescribe, or-provide marijuana or treatment using marijuana.
- 4.1.3.1.6. Fines, fees, or penalties.
- 4.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
- 4.1.3.1.8. Cell phones and cell phone minutes for clients.
- 4.1.4. Receipts for expenses within the applicable state fiscal year.
- 4.1.5. Cost center reports.
- 4.1.6. Profit and loss report.
- 4.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 4.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 4.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 10. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, by adding Section 14 to read:
 - 14. For the purposes of this Agreement:
 - 14.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR §200.330.
 - 14.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 14.3 The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
- 11. Add Exhibit B-6 Amendment #2, SOR II Budget, which is attached hereto and incorporated by reference herein.
- 12. Add Exhibit B-7 Amendment #2, SOR II Budget, which is attached hereto and incorporated by reference herein.



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

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

State of New Hampshire Department of Health and Human Services

9/1/2021

—DocuSigned by: Katja For

Date

Name: Katja Fox Title: Director

Homestead Inn 1765 LLC

8/31/2021

Date

LENSTINE Paquette 255CAE322E600400 Name: Kristine Paquette Title: MS

Homestead Inn 1765 LLC

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

OFFICE OF THE ATTORNEY GENERAL

	DocuSigned by:
9/3/2021	J. Christopher Marshall
Date	Name: J. Christopher Marshall
	Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Exhibit B-6 Budget Amendment #2 SOR Budget

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

Contractor Name: Homestead Inn 1765 LLC

Budget Request for: Recovery Housing for Individuals with OUD

Budget Period: SFY 2022 9/30/2021-6/30/2022

	Total Program Cost					Contractor Share / Match				-T-	Funded by DHHS contract share				
ine Kem .		Direct	Indirect - Total			Direct Indirect Total			Total		Direct	Indirect		Total	
, Total Salary/Wages	\$	41,500.00	S -	5	41,500.00	S	-	\$ -	- \$	5	41,500.00	\$ -	5	41,500.0	
. Employee Benefits	\$	-	\$ -	5	-	\$	-	s -	\$ -	\$	-	\$-	\$	•	
. Consultants	\$	5,815.00	<u> </u>	\$	5,815.00	\$	-	s -	S -	5	5,815.00	s -	\$	5,815.0	
Equipment:	\$	3,600.00	s -	5	3,600.00	\$	-	s -	\$-	\$	3,600.00	\$	\$	3,600.0	
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. Supplies:	\$	6,956.00	\$	5	6,958.00	\$	•	s -	\$ -	\$	6,956.00	s -	\$	6,956.0	
Educational	\$	-	\$	\$	- 1	\$	-	ş .	\$-	\$	•	š -	\$	•	
Lado	\$	700.00	\$ -	\$	700.00	\$	-	s -	\$.	\$	700.00	\$	\$	700.0	
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. Occupancy	\$	28,605.00	s -	s	28,605.00	\$	•	s .	\$.	5	28,605.00	5 -	\$	28,605.0	
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Subscriptions	5	-	\$-	\$	-	\$	-	s -	\$.	\$	•	- 5	\$	-	
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. Software	\$	•	\$.	\$	•	\$	÷	\$.	\$	5	•	5 -	S		
0. Marketing/Communications	\$	•	\$.	5	•	\$	•	\$.	\$ -	5	-	s -	5		
1. Staff Education and Training	\$		\$	\$	•	\$	•	s .	\$-	5	•	s -	\$	-	
2. Subcontracts/Agreements	5	-	S -	\$	-	\$	•	s -	\$ -	\$	•	s .	\$	•	
Other (specific details mandatory);	\$	-	<u>s</u> -	5	-]	\$	-	s -	\$ -	- 5	•	\$.	\$	•	
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- TOTAL	\$	87,176,00	5	5	87,176.00	\$.	•	\$ · ·	15 .	- 5	87,178,00	s .	\$	87,176,0	

Homesteed Inn 1765 LLC RFA-2019-BDAS-02-RECOV-03-A02 Exhibit B-6 Amendment #2 SOR II Budget Page 1 of 1



Exhibit B-7 Budget Amendment #2 SOR Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD Contractor Name: Homestead Inn 1765 LLC Budget Request for: Recovery Housing for Individuals with OUD Budget Period: SFY 2023 7/1/2022-5/29/2022 Funded by DHHS contract share Contractor Share / Match Total Program Cost Direct ine Kem Direct Indirect Total. Indirect Total Direct indirect T otel 1. Total Salary/Wages 13,833.33 \$ 13,833.33 5 13,833.33 13.833.33 - 15 - 15 - 15 5 Employee Benefits 5 · 5 - S | \$ -5 - 15 + \$ -2,000,00 \$ 2,000.00 Consultants \$ s - 15 • S · \$ 2,000.00 \$ -2 2,000.00 -5 Equipment: 1 3 1 - 5 . . - \$ -• -• -Rantal 5 -\$ -5 • · \$. \$ - \$ -• •____ Repair and Maintenance 5 13 · 5 -5 . - \$ - 5 --÷ Purchase/Depreciation \$. 5 - 15 - 5 T's --2,124.87 \$ 2,124.67 \$ 2 124 07 2,124.67 \$ ____Supplies: - 13 . 5 - \$ - 5 -5 \$ Educational . 5 - 5 . 5 -5 . - 15 5 • \$ • ŝ -Lab 5 · \$ 5 . - \$ - 5 - \$ 5 - \$ -. -Pharmacy - 5 · \$ • 5 -• - \$. 5 ---Medical \$ · \$ -\$ -- \$. 5 - 5 - 5 - 5 Office -\$ - \$ -\$ -- \$ - \$ - \$ - \$ • s -\$ Travel - \$ -\$ - 5 - 5 - 5 . 5 . 11,100.00 \$ 11,100.00 \$ 11,100.00 \$ Occupancy \$ • 5 - 5 - 5 - \$ 11,100.00 - \$ 8. Current Expenses . . • \$ 2 - 5 - \$ • \$ - \$ 5 • Telephone \$ - 5 -5 - \$ - \$ - 5 - \$ 5 -S • Postage \$ · \$ • 5 -5 - \$ - \$ - 5 \$ ---Subscription \$ · \$. 5 - 5 - \$ - 5 · \$ - 5 - 5 -Audit and Legal 5 • 15 • -5 - 5 - 5 · \$ - 15 - 5 - 5 Š Insurance - 1 -- 5 . . - 5 - 5 5 . 5 Board Expenses 5 - 5 -. 5 \$. . - 5 -]\$ • ŝ . \$ - \$ 9. Software 5 . . -5 15 · [\$ - [\$ ŝ . \$ --10. Marketing/Communications \$ -T s -5 -15 · [\$ - \$ - \$ - 5 5 11. Staff Education and Training 5 - 5 -5 ٠ · \$ - 5 - \$ - \$ • 2 - 5 . 5 -. \$ 12. Subcontracts/Agreements \$ • \$ -- 15 . \$ 5 -I S - 5 • 13. Other (specific details mandatory): S -15 • - 5 -- 15 . 5 - 5 . \$ • Stipend/Meeting expenses \$ - \$ - 5 - 5 • 5 - 1 • 15 5 - 5 -Cultural/Linguistic Support 5 - 5 -5 • \$ - 5 - 5 . 15 - S - 5 ŝ \$ - 15 • 1 i 2 - 5 - 5 - 15 - \$. -29,058.00 TOTAL \$ 29,058.00 \$ • 1 29,058.00 \$ - |\$ - \$ - \$ 29,058.00 \$ - 11 Indirect As A Percent of Direct 0.0%

Homesteed Inn 1765 LLC RFA-2019-8DAS-02-RECOV-03-A02 Exhibit B-6 Amendment #2 SOR II Budget Page 1 of 1



State of New Hampshire Department of State

CERTIFICATE

I. William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOMESTEAD INN 1765 LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 20, 2013. 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: 687293 Certificate Number: 0005426971



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 26th day of August A.D. 2021.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I, _____Kristine Paquette_____, hereby certify that:

1. I am the sole shareholder and director of __Homestead Inn 1765 LLC_____ (Corporation)

- 2. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I have full authority to bind the corporation. To the extent that there are any limits on my authority to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.
- 3. This authority remains valid for thirty (30) days from the date of this Certificate of Authority.

Dated: __8/31/21____

Kristine Paquette

(Name of Sole Shareholder and Director)

velope ID: 6E5DEE4A-E99A-4EAE-A130-B57357A0EA08

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE								DATE (MM/DD/YYYY)				
										3/30/2021		
C B R	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.											
l If	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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).											
	this certificate does not confer rights to the certificate noder in fieu or such endorsements). PRODUCER PRODUCER PRODUCER											
	RSC Insurance Brokerage, Inc. [AC, No: (781) 986-4400 [AC, No: (781) 963-4420											
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OBJECTIVE

Experienced Registered Nurse with extensive professional/working knowledge in Substance Use Disorder. In a professional environment I worked with individuals with SUD in an acute care setting for over ten years.

As an entrepreneur I opened a sober living residence 6 years ago. I continue to own and operate this successful 23 bed sober residence for men in recovery from SUD. I founded the NH Coalition of recovery residences in 2017. NH coalition of recovery residences is the NH affiliate for NARR (National Association of Recovery Residences) In 2018 we became a working board with new members and new fuel to bring recovery housing certification to NH.

WORK EXPERIENCE Owner/CEO April 2013 - present Homestead Inn 1765 Sober Living | Boscawen NH

Owner/CEO

The Homestead Inn is a 23 bed sober living facility for men recovering from substance use disorder. I have owned and operated The Homestead for 6 years. Skills: Recovery management, Relapse prevention, Advocacy, Recovery Housing, Family/Community Reintegration, Business Management

Nursing Supervisor/ Nursing Administration November 2005 - September 2016 Hampstead Hospital | Hampstead, New Hampshire

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As a nursing supervisor I oversee 100+ staff and 50+ patients in a locked psychiatric hospital. Our hospital specializes in treating children and young adults with deveopmental disabilities. We also treat adolescents and adults with psychiatric diagnosis and substance abuse issues.

This position is very challenging and demands an impressive skill set. Maintaining daily shift report, monitoring hopital wide acuity. Assessing the need for adjusting staffing levels. Make recomendations and assist each unit with managing their shifts. Work closely with the admissions department managing incoming admissions, evaluating patient level of care. Monitoring medical status. Implementing care, treatment needs. Communicate with the Director of Nursing, Clinical Leaders to facilitate needs in our ever changing patient mileus.

Actively participate in Customer Service responding quickly to any concerns of our patients or their families and work diligently to ensure the patients are provided with our highest level of care and comfort while maintaining the safety of the patient staff and family.

Monitoring of the physical buildings and responding to any areas of need such as power loss, loss of water, heat, air conditioning etc. Facilitating the needs of all patient care areas and implementing services to provide care safely during an emergency situation within the hospital.

Provide immediate support to any unit requiring my assistance, actively participate in patient care on all units within our hospital.

Communication Skills, Team Building and Project management, Responding, Evaluating, Assessing needs during an urgent situation, Intake Coordinator/Homecare RN/Staff R.N. August 2002 - February 2006 Whittier Network/Whittier Rehab Hospital | Haverhill, Massachusetts Healthcare Services

I was the intake coordinator at Whittier in this position I was responsible for the coordination of the new referrals verifying insurance, scheduling the admission and obtaining physician orders. My position also included scheduling all of the nurses and HHA visits. I also spent time in the field doing visits. This included a variety of services. Infusions, obtaining blood for lab work, wound care, medication management and teaching. As a rehabilitation nurse I assisted patients in a setting that will facilitate their care to optimize their ability to return to their previous residence at the highest functional ability. This includes various education individualized to the needs of the patient being cared for. ie. newly diagnosed medical or psychiatric conditions, new medications or emphasis on lifestyle changes to improve current health. As well as any care that would be medically necessary.

Clinical Nurse coordinator July 2001 - August 2002 Health and Education Services | Beverly, Massachusetts

Health and Education Services contracted my position to The ACT team of Haverhill. The ACT team is a community outreach program that services aggressively the psychiatricly disabled that are currently living in the community. The objective of this team is to provide support to the clients to allow them to remain living in the community. My role was to monitor all of the medications, provide medical care, education, assist in medical appointments, to facilitate any needed hospitalizations whether psych or medical. I also coordinated a weekly medication clinic with Dr. Micheal Shea and attended all multi-disciplinary care planning meetings.

Acute Hemodialysis Nurse January 2001 - October 2001 Acute Hemodialysis Services | Lawrence,Ma.

As an acute hemodialysis nurse we provided acute patients in multiple locations hemodialysis treatments. These care areas were in the ICU, CCU, ER or on the Renal floors of Lawrence General Hospital and Anna Jacques hospital. This position requires critical thinking a very close nurse-physician relationship. It is a position of Autonomy. The nurse generally is caring for the critical patient without direct supervision requiring a need for excellent assessment skills and the ability to make decisions in the best interest of the patient. Excellent dialysis skills and a full understanding of the treatment process. This position was a 24 hour on call position.

Evening Shift supervisor May 1999 - January 2001 Merrimack Valley Dialysis SMMC | Methuen,Ma.

As evening shift supervisor I was in a hands on position. Providing dialysis to clients while supervising staff and tending to Doctors and any other unforseen situations. This was a multi-disciplined team approach setting which made for great patient care.

RN June 1998 - July 1999 Lawrence General Hospital | Lawrence,MA

I was a new graduate seeking medical surgical experience in a great teaching hospital. I learned more than I could ever imagine there. The floor was post-operative. The patients would arrive from PACU and close assessment would need to be done. This experience makes for a keen sense in your nursing skills.

Medical Secretary /CNA June 1997 - June 1998 Lawrence General Hospital | Lawrence,MA

I was Medical Secretary on a medical Surgical floor and also saw to patient needs when necessary ie. short staffing .I was a certified nursing assistant as well with app.6 years experience.

EDUCATION Associate Degree, Northern Essex | Haverhill Graduated from Nursing school in May 1998. Dean's list-Honors

CERTIFICATION

Crisis Prevention Institute November 2016 Crisis Prevention Institute This certifies me to provide nonviolent crisis prevention. A training in de-escalation techniques and safety in areas when there is a need to redirect a patient that has become aggressive or assaultive. Healthcare provider BCLS February 2018 Hampstead Hospital Completion of curriculum of the American Heart Association for the BLS for healthcare providers CPR AED program

PROFESSIONAL MEMBERSHIPS / AFFILIATIONS

Mass Nurses Association (MNA) Concord Chamber of Commerce Recovery Task Force National Association of Recovery Residences Capital Area SUD Leadership Team NH Charitable Foundation

HONORS & AWARDS

Deans List Honors

Merrimack Valley Nursing Task Force Nurse of the Y

REFERENCES

Jennifer Barnes

Nurse Manager, Hampstead Hospital



Professional

Diane Kelley RNC

RN Supervisor, Hampstead Hospital



Professional

Geri Davis

Registered Nurse, Whittier Network



Professional

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DEC31'20 PM 4:18 RCVD



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.dbhs.nh.gov

December 11, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend existing contracts with the vendors listed in bold below for Recovery Housing services and supports to individuals with Opioid Use Disorder (OUD), by exercising renewal options by increasing the total price limitation by \$294,950 from \$613,095 to \$908,045 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
FIT/NHNH, Inc	#15773 0-B001	Manchester	\$195,795	\$166,162	\$361,957	O: 6/19/19 #29B
Hope on Haven Hill	#27511 9-B001	Rochester	\$200,300	\$0	\$200,300	O: 6/19/19 #29B
Homestead Inn 1765, LLC	#31223 5-B001	Boscawen	\$117,000	\$128,788	\$245,788	O: 10/23/19 #18
Dismas Home of New Hampshire	#29006 1-B001	Manchester	\$100,000	\$0	\$100,000	O: 6/19/19 #29B
		' Total:	\$613,095	\$294,950	\$908,045	

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

Fiscal Detail Attached

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

EXPLANATION

This request is **Retroactive** because the Department could not have a lapse in services for individuals with a substance use disorder. Additionally, there was a delay by the Substance Abuse and Mental Health Services Administration (SAMHSA) in approving New Hampshire's requests for continued State Opioid Response Grant funding, which resulted in the efforts to add the state appropriations being delayed.

The purpose of this request is to continue providing Recovery Housing services and supports to individuals with Opioid Use Disorder who need housing in safe environment. New Hampshire has minimal capacity to serve individuals in need of recovery housing options. There are few options for specialty populations who have complex needs and/or gender-specific housing. Services provided through the contracts reduce the number of individuals who seek other types of services including hospital emergency rooms. This request will allow the contractors to continue providing recovery housing services, statewide, to service specific populations with Opioid Use Disorder, that include:

- A Recovery Residence for females only;
- A Recovery Residence for individuals who have complex criminal backgrounds that limit access to other publicly funded housing options; and
- Recovery Residences to serve the general population who are in need of housing in a supported and, safe, recovery environment.

Approximately 150 individuals will be served from September 30, 2020 to September 29, 2021.

The Contractors have increased capacity to provide respite beds for individuals in crisis situations. The individuals served benefit from having access to respite beds that enable them to be housed in a safe environment which gives them a more stable foundation on which to pursue treatment and recovery.

The Department will continue to monitor services through monthly reporting of deidentified aggregate data including:

- Number and demographics of clients served.
- Average time in shelter.
- Discharge reason and where the clients were discharged.
- Staffing changes.
- Reason for admission denials.
- Time between requests for shelter and admission.

As referenced in Exhibit C-1, Revisions to General Provisions, Section 3 of the original contracts, the parties have the option to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services one (1) of the two (2) years available.

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

Should the Governor and Executive Council not authorize this request, Recovery Housing services and supports for individuals with Opioid Use Disorder who need housing in a supported, safe recovery housing environment may not be available, which could impede individuals' recovery processes.

Area served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326

Respectfully submitted,

Provi a Weaver

Lori A. Weaver Deputy Director

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

100% Federal Funds CFDA #93.788 FAIN H79TI081685 and H79TI083326

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FİT/NHNH, lı	nc (#157730-B001)				•
State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	92057040	32,632.50	(29,662)	2,970.50
2020	Contracts for Prog Svs	102-500731	92057040	130,530	(2,975)	127,555
2021	Contracts for Prog Svs	102-500731	92057040	32,632.50	-0-	32,632.50
2021	Contracts for Prog Svs	102-500731	92057046	-0-	36,799	36,799
2021	Contracts for Prog Svs	102-500731	92057048	-0-	108,000	108,000
2022	Contracts for Prog Svs	102-500731	92057048	-0-	54,000	54,000
Subtotal				195,795	166,162	361,957
Homestead	Inn 1765, LLC (#:	312235—B001)				
State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2020	Contracts for Prog Svs	102-500731	92057040	94,122	(8,622)	85,500
2021	Contracts for Prog Svs	102-500731	92057040	22,878	-0-	22,878
2021	Contracts for Prog Svs	102-500731	92057046	-0-	25,411	25,411
2021	Contracts for Prog Svs	102-500731	92057048	-0-	74,666	74,666
2022	Contracts for Prog Svs	102-500731	92057048	·0		37,333
Subtotal			l		128,788	245,788

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State Fiscal Year	Class Title_	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	92057040	73,330	(37,998)	35,33
2020	Contracts for Prog Svs	102-500731	92057040	100,000	(39,558)	60,44
2021	Contracts for Prog Svs	102-500731	<u>92057040</u>	26,970	-0-	26,97
2021	Contracts for Prog Svs	102-500731	92057046	-0-	. 14,356	14,35
2021	Contracts for Prog Svs	102-500731	92057048	-0-	42,133	42,13
2022	Contracts for Prog Svs	102-500731	92057048 .	-0-	21,067	21,06
Subtotal				200,300	-0-	200,30
Dismas Hon State Fiscal Year	ne of New Hamps Class Title	shire (#290061- Class Account	B001) , Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	92057040	38,567	-0-	38,56
2020	Contracts for Prog Svs	102-500731	92057040	49,146	-0-	49,14
2020	Contracts for	102-500731	92057040	12,287	-0-	12,28
2020	Prog Svs	102 000101				

Total 613.095 294.95				
	Total	015,055	294,950	908,045

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State of New Hampshire Department of Health and Human Services Amendment #1 to the Recovery Housing for Individuals with OUD Contract

This 1st Amendment to the Recovery Housing for Individuals with OUD contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Homestead Inn 1765 LLC. (hereinafter referred to as "the Contractor"), a New Hampshire nonprofit corporation with a place of business at 188 King St. Boscawen, NH 03303.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 Amendment, and Exhibit C-1 Revisions to General Provisions, Section 3 Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

September 29, 2021.

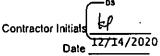
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$245,788.

 Modify Exhibit A Scope of Services, Section 3, State Opioid Response (SOR) Grant Standards, to read:

3. State Opioid Response (SOR) Grant Standard

- 3.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:
 - 3.1.1. Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
 - 3.1.2. Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.
- 3.2. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 3.3. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.
- 3.4. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
- 3.5. The Contractor and/or referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements.



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New Hampshire Department of Health and Human Services Recovery Housing for Individuals with OUD



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	3.6 .	private I	ntractor and/or referred providers shall assist clients with enrolling in public or nealth insurance, if the client is determined eligible for such coverage and will aff trained in Presumptive Eligibility for Medicaid.
	3.7.	Treatme	ntractor and/or referred providers shall accept clients on Medicaid Assisted ent (MAT) and facilitate access to MAT on-site or through referral for all clients ed with SOR grant funds, as clinically appropriate.
	3.8.		ntractor and/or referred providers shall coordinate with the NH Ryan White s program for clients identified as at risk of or with HIV/AIDS.
	3.9.	screene	ntractor and/or referred providers shall ensure that all clients are regularly d for tobacco use, treatment needs and referral to the QuitLine as part of nt planning.
	3.10.	appropri	tractor shall collaborate with the Department to understand and comply with all ate Department, State of NH, Substance Abuse and Mental Health Services tration (SAMHSA), and other Federal terms, conditions, and requirement.
	3.11.	directly	ntractor shall attest the understanding that SOR grant funds may not be used, or indirectly, to purchase, prescribe, or provide marijuana or treatment using ia. The Contractor agrees that:
		3.11,1.	Treatment in this context includes the treatment of opioid use disorder (OUD).
		3.11.2.	Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
		3.11.3.	This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
		3.11.4.	Attestations will be provided to the Contractor by the Department.
		3.11.5.	The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
	3.12.	The Con limited to	tractor shall refer to Exhibit B for grant terms and conditions including, but not
	•	3.12.1.	Invoicing;
		3.12.2.	Funding restrictions; and
		3.12.3,	Billing.
•			cope of Services, by adding Section 4 to read:
	4. Report		1
	4.1	The Co	ontractor shall prepare and submit ad hoc data reports, respond to periodic

5. Modify Exhibit A, Scope of Services, by adding Section 5, Performance Measures, to read:

surveys, and other data collection requests as deemed necessary by the Department

5. Performance Measures

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Homestead Inn 1765 LLC	Amen
RFA-2019-BDAS-02-RECOV-03-A01	Pag

and/or SAMHSA.

Amendment #1 Page 2 of 5

Contractor Initial 12714/2020 Date



- 5.1 The Contractor shall ensure that 100% of patients seeking services under this contract that enter care directly through the Contractor who consent to information sharing with the Doorway(s) receive a Doorway referral for substance use and ongoing care coordination.
- 5.2 The Contractor shall collaborate with the Department on the development, reporting, and quality improvement efforts for additional performance measures and outcome indicators.
- 6. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
- Modify Exhibit B-1, Budget by reducing the total budget amount by \$8,622, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 as specified, in part, in Exhibit B-3 Amendment #1 NCE.
- 8. Add Exhibit B-3 Amendment #1, NCE Budget, which is attached hereto and incorporated by reference herein.
- 9. Add Exhibit B-4 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.
- 10. Add Exhibit B-5 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.

Amendment #1 · Page 3 of 5





All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to September 29, 2020 upon the date of Governor and Executive Council approval.

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

State of New Hampshire Department of Health and Human Services

12/21/2020

Date

Katja For Katja For NameoKatoa Fox Title: Director

Homestead Inn 1765 LLC

12/14/2020

Date

Linstine Paquette Norrectionatione Paquette Title: Ms

Amendment #1 Page 4 of 5



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

OFFICE OF THE ATTORNEY GENERAL

12/22/2020

Date

therine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Amendment #1 Page 5 of 5



EXHIBIT B Amendment #1

Methods and Conditions Precedent to Payment

- This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
- Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 Budget through Exhibit B-6 Amendment #1 Budget.
- 3. The Contractor shall seek payment for services, as follows:
 - 3.1. First, the Contractor shall charge the client's private insurance or other payor sources.
 - 3.2. Second, the Contractor shall charge Medicare.
 - 3.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
 - 3.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 3.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 3.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
 - 3.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
- 4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
 - 4.1. Backup documentation includes, but is not limited to:
 - 4.1.1. General Ledger showing revenue and expenses for the contract.
 - 4.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

Homestead Inn 1765 LLC	Exhibit B Amendment #1	Contractor Initials
RFA-2019-BDAS-02-RECOV-03-A01	Page 1 of 4	Date
Rev. 01/08/19		



EXHIBIT B Amendment #1

- 4.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 4.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 4.1.3. Invoices supporting expenses reported.
 - 4.1.3.1. Unallowable expenses include, but are not limited to:
 - 4.1.3.1.1. Amounts belonging to other programs.
 - 4.1.3.1.2. Amounts prior to effective date of contract.
 - 4.1.3.1.3. Construction or renovation expenses.
 - 4.1.3.1.4. Food or water for employees.
 - 4.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
 - 4.1.3.1.6. Fines, fees, or penalties.
 - 4.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
 - 4.1.3.1.8. Cell phones and cell phone minutes for clients.
- 4.1.4. Receipts for expenses within the applicable state fiscal year.
- 4.1.5. Cost center reports.
- 4.1.6. Profit and loss report.
- 4.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 4.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 4.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 5. The Contractor is responsible for reviewing, understanding, and complying with further

Homestead Inn 1765 LLC	Exhibit B Amendment #1	Contractor Initial
RFA-2019-BDAS-02-RECOV-03-A01	Page 2 of 4	12/14/2020 Date

Rev. 01/08/19



EXHIBIT B Amendment #1

restrictions included in the Funding Opportunity Announcement (FOA).

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

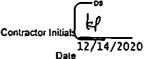
SOR Financial Manager Department of Health and Human Services 105 Pleasant Street Concord, NH 03301

- 7. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
- 8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 9. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 10. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
- 11. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services, including failure to submit required monthly and/or quartery reports.
- .12. Notwithstanding Paragraph 18 of the General Provisions 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.

13. Audits

- 13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 13.1.1. Condition A The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

Homestead Inn 1765 LLC	Exhibit B Amendment #1	
RFA-2019-BDAS-02-RECOV-03-A01	Page 3 of 4	



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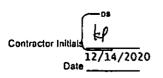
EXHIBIT B Amendment #1

- 13.1.3. Condition C The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Homestead Inn 1765 LLC

Exhibit B Amendment #1

Page 4 of 4



RFA-2019-BDAS-02-RECOV-03-A01

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Jeffrey A. Meyers

Commissioner

Katja S. Fox



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET; CONCORD, NH 03301 // 603-271-9445 1-800-852-3345 Ext. 9544 Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 25, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health to enter into an agreement with Homestead Inn 1765, LLC, 188 King Street, Boscawen, NH 03303, to provide Recovery Housing services and supports to individuals with Opioid Use Disorder (OUD), in an amount not to exceed \$117,000, effective upon Governor and Council approval, through September 29, 2020. 100% Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2020 and 2021 with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT.

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92057040	\$94,122
2021	102-500731	Contracts for Prog Svc	92057040	\$22,878
	····· , , ··· , , ·	· · · ·	Total:	\$117,000

EXPLANATION

The purpose of this request is to provide Recovery Housing services and supports to individuals with Opioid Use Disorder (OUD) who need housing in a supported and safe environment. New Hampshire has minimal capacity to serve individuals in need of recovery housing and there are few options for specialty populations who have complex needs and/or gender-specific housing.

The State of New Hampshire received funding through the Substance Abuse and Mental Health Services Administration State Opioid Response grant award. This grant is being used to make critical investments in the Substance Use Disorder system in order to reduce unmet treatment needs, reduce opioid overdose fatalities and increase access to Medication Assisted Treatment. The State is implementing evidence-based methods to expand treatment, recovery and prevention services to

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

individuals with Opioid Use Disorder. These funds will strengthen established programs that have had a positive impact on the opioid crisis as well as expand the capacity for programs to assist individuals struggling with an OUD.

The vendor included in this requested action was selected for this project through a competitive bid process. This request represents one (1) of the selected four (4) vendors. The Department previously awarded three (3) contracts that were approved by the Governor and Executive Council on June 19, 2019. A Request for Applications was posted on the Department of Health and Human Services' website from October 22, 2018 through November 13, 2018. In addition, on October 23, 2018 an email of notification of the RFA was distributed to stakeholders throughout the State. The Department received six (6) applications. The applications were reviewed and scored by a team of individuals with program-specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Score Summary is attached.

The Contractors are expected to serve a maximum of eighty-four (84) individuals on any given day. The Department will be closely monitoring the numbers actually served as well as the lengths of stay and the coordination of care for other health and social services.

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

Should the Governor and Executive Council not authorize this request, Recovery Housing services and supports to individuals with Opioid Use Disorder who need housing in a supported, safe recovery housing environment may not be available, which could impede individuals' recovery process.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN TI081685)

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

Respectfully submitted,

Jeffrey A. Meyers Commissioner . .

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Subject: Recovery Housing for Individuals with OUD (RFA-2019-BDAS-02-RECOV-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

I. IDENTIFICATION.			,			
1.1 State Agency Name NH Department of Health and H	uman Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857				
1.3 Contractor Name Homestead Inn 1765 LLC		1:4 Contractor Address 188 King Street Boscawen, NH 03303				
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
603-247-3064	05-095-092-920510-7040- 0000-102-500731	September 29, 2020	\$117,000			
1.9 Contracting Officer for Stat Nathan D. White, Director Bureau of Contracts and Procure		1.10 State Agency Telephone Number 603-271-9631				
1.11 Contractor Signature	. =	1.12 Name and Title of Contractor Signatory				
Hustine Pag		Kristine Paquete Director				
1.13 Acknowledgement: State of NH , County of Merrimaek On Scot 3rd 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she percurse and document in the capacity indicated in block 1.12.						
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)						
1.13.2 Name and Title of Natary or Justice of the Peace Andrea Bardsley Resonal Banker HAMP						
1.14 State Agency Signature 25/2 Date: 7/25/19 K-to- SF2X Director						
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)						
By:		Director, On:				
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)						
BY CATHERINE PINOS On: 9/27/19						
1.18 Approval by the Governor and Executive Council (if applicable)						
By:		On:				
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FORM NUMBER P-37 (version 5/8/15).

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2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 (:"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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State of 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

Page 2 of 4

Contractor Initials ______ Date______

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.

18. 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 Eveni 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Page 3 of 4

Contractor Initials

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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 assignce to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. 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. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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.

17. 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.

18. 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

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such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 beactit.

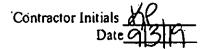
21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions act forth in the attached EXHIBIT C 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 relating hereto.

Page 4 of 4





Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide one (1) Recovery Residence to serve the general population of individuals with Opioid Use Disorder (OUD) who are in need of housing in a supported, safe, recovery housing environment in compliance with current National Alliance for Recovery Residences (NARR) standards.

2. Scope of Services

- 2.1. The Contractor shall provide a physical recovery housing facility to include, but is not limited to:
 - 2.1.1. Assistance to individuals to transition to independent living.
 - 2.1.2. Safe, stable and sober environment.
 - 2.1.3. Meeting state and/or local occupancy requirements.
 - 2.2. The Contractor shall meet the needs of applicants/residents requiring Americans with Disabilities Act (ADA) accommodations. Additionally, the Contractor shall:
 - 2.2.1. Provide documentation and maintain the property is in compliance. with local health and safety codes.
 - 2.2.2. Ensure the residence meets all Life and Safety codes, as required. Ensure Naloxone is available and accessible in the residence.
 - 2:2.3. Ensure that all house managers and/or staff are trained to deliver Naloxone in the case of an overdose.
 - 2.2.4. Meet all information security and privacy requirements as set by the Department.

2.3. Organizational/Administrative Standards

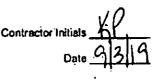
- 2.3.1. The Contractor shall have a written mission and vision statement.
- 2.3.2. The Contractor shall have a written code of ethics for the Recovery Residence.

Homesteed Inn

Exhibit A



Page 1 of 5





	2.3.3.	required,	ractor shall comply with state a documents such as licenses an isible for public view.	nd federal requirements. If nd certificates of occupancy			
	2.3.4.		ractor shall clearly identify the i le for the Recovery Residence				
	2.3.5.	The Cont and alcot	nvironment is free from drugs				
,	2.3.6.	The Contractor shall provide proof of written permission to operate a Recovery Residence on the property from the land owner/landlord, if applicable.					
2:4.	Fiscal	Managemi	ent Standards				
	2.4.1.	The Contractor shall keep accurate records and must have the abili to provide residents with statements upon request. The records and/or statements shall include, but are not limited to:					
	•	2.4.1.1.	Complete records of charges	•			
		2.4.1.2.	Pa <u>y</u> ments.				
		2.4.1.3	Deposits.				
. 2.5.	<u>Operat</u>	lon Stand	ards (
	2.5.1.	The Contractor shall ensure emergency numbers, protocols and evacuation maps are established and easily accessed.					
2.6.	<u>Reċov</u>	very Support Standards					
	2.6.1.	The Contractor shall maintain a staffing plan, if applicable.					
	2.6.2.	The Contractor shall ensure an applicant screening process that v maintain a safe and supportive environment for specific groups of individuals in recovery.					
· ·			ractor shall ensure confidential	ctor shall ensure confidentiality laws are adhered to.			
			ractor shall keep resident's rec zed access.	ords secure from			
2.6.5. The Contractor shall establish and admini procedure.				nişter a grievance policy and			
·	2.6.6. The Contractor shall provide a safe, structured and recovery supportive environment through established and written resider rights and requirements.						
	2.6.7.		ractor shall establish an intake new clients.	assessment protocol for			
	2.6.8.	The Contractor shall establish an orientation process that will ensure all fees and charges residents incur are presented to applicants prior					
Homestea	d linn		Exhibit A				
RFA-2019-BDAS-02-RECOV-03		RECOV-03	Page 2 of 5	Date 9319			



		to residency. The Contractor shall ensure policies are presented to potential applicants in writing and are verbally explained in a simple and easy manner conducive to the individual's understanding.					
	2.6.9.		ractor shall provide a mutually su elationships between residents a				
		2.6.9.1.	Peer-based interactions;				
		2.6.9.2.	House meetings;				
		2.6.9.3.	Community gatherings;				
		2.6.9.4.	Recreational events; and/or				
		2.6.9.5.	Other social activities.				
	2.6.10.	The Contractor shall adopt recovery-supportive, alcohol and drug-free environments thought written and enforced policies and procedures that address the following:					
		2.6.10.1.	Residents that return to alcoho	l and/or drug use;			
		2.6,10.2.	Hazardous item searches;				
• •		2.6.10.3.	Drug-screening and or toxicolo	gy protocols; and			
•		2.6.10.4.	Prescription and non-prescripti	on medication usage; and			
:		2.6.10.5.	Prescription and non-prescription	on storage.			
	2.6.11.		actor shall work with residents to unlized recovery plan.	o develop and participate in			
	2. <u>6</u> .12.′	The Contractor shall inform residents on the wide range of local treatment and recovery support services available to them.					
	2.6.13.	The Contractor shall provide nonclinical, recovery support and related services.					
	2 <u>.6</u> .14.	The Contractor shall encourage residents to attend supportive, self- help groups and/or outside professional services.					
2.7.	Proper	ty Standards					
	2.7.1.	The Contractor shall ensure the residence meets all life, safety, health and building codes.					
	2 <i>.</i> 7 . 2.	The Contractor shall provide residents with storage for food and personal items.					
	2.7.3.	The Contractor shall provide fully-functioning fire extinguishers in plain sight and/or clearly marked locations.					
	2.7.4.	The Contractor shall install operational smoke detectors.					
	2.7.5.	The Contractor shall install operational carbon monoxide detectors if gas appliances are present.					
Homestead	Inn		Exhibit A	Contractor Initials 4344			
RFA-2019-BDAS-02-RECOV-03			Page 3 of 5	Date 9319			



- 2.7.6. The Contractor shall ensure a smoke/tobacco-free internal living environment.
- 2.7.7. The Contractor shall provide a large community room that will accommodate house meetings.
- 2.7.8. The Contractor shall provide sleeping quarters that adhere to local and state square footage requirements.
- 2.7.9. The Contractor shall provide lavatory facilities that adhere to local and state requirements if applicable. If there are no requirements, selected vendor(s) shall provide one (1) sink, one (1) toilet and one (1) shower per six (6) residents.
- 2.7.10. The Contractor shall provide on-site laundry services.
- 2.7.11. The Contractor shall maintain the interior and exterior of the residence in a functional, safe, and dean manner.
- 2.7.12. The Contractor shall provide spaces to hold meetings accessible to all residents.
- 2.7.13. The Contractor shall provide appliances in a good and working condition.
- 2.7.14. The Contractor shall provide furniture in good condition.
- 2.7.15. The Contractor shall provide routine and emergency repairs to all aspects of the residence.

2.8. Good Neighbor Standards

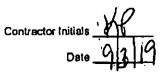
- 2.8.1. The Contractor shall provide the residence's responsible parties! information to neighbors upon request. The Contractor shall ensure the responsible party responds to neighbor's complaints.
- 2.8.2. The Contractor shall establish and enforce parking rules when warranted.

3. State Opioid Response (SOR) Grant Standards

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

Homestead Inn

Exhibit A





- 3.2. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 3.3. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 3.4. The Contractor shall accept dients for MAT and facilitate access to MAT onsite or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 3.5: The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.
- 3.6. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

Contractor Initials

RFA-2019-BDAS-02-RECOV-03

Page 5 of 5



Exhibit B

Method and Conditions Precedent to Payment

- 1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, FAIN TI081685.
 - 1.2: The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted involce and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to <u>Melissa.Girard@dhhs.nh.gov</u>, or involces may be mailed to:

Melissa Girard, SOR Finance Manager Department of Health and Human Services BDAS, State Opioid Response 129 Pleasant Street, 3rd Floor Concord, NH 03301

- 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Homestead Inn

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RFP-2019-BDAS-02-RECOV-03

Exhibit 6-1 Budget Form

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Page 1 of 1



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

- Compliance with Federal and State Laws: If the Contractor is permitted to determine the aligibility of Individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department:
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 5. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 6. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or Inlany other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
- 7. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other line of the rate of the service.
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

Contractor Initial:



7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services are provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

- Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1: Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and property 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.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations; the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133; "Audits of States, Local Governments, and Non Profit:Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, Issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Confidentiality of Records: All information, reports, and records maintained hereunder or callected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose, not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Exhibit C - Special Provisions

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Page 2 of 5



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

- 11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 13. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include thefollowing statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State . of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
 - 14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
 - 15. Operation of Facilities: Compliance with Laws and Regulations: 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
 - 16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50,employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

- 17. Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2:101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3,908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions:

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

- 20. Contract Definitions:
 - 20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
 - 20.2. DEPARTMENT: NH Department of Health and Human Services.
 - 20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
 - 20:4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
 - 20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
 - 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.





REVISIONS TO GENERAL PROVISIONS

- 1. Revisions to Form P-37, General Provisions
 - 1:1. Supparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds, in the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever, The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 1.2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide origoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
 - 10.6 Any Transition Plan, information supporting the Transition Plan, and communications regarding the Transition Plan shall comply with NARR Standards, which requires all policies and procedures pertaining to the collection of resident information and data will protect the individual's identity.

Exhibit C-1 - Revisions to Standard Provisions

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Page 1 of 2



2. Revisions to Standard Exhibits

- 2.1. Exhibit C, Special Provisions, Section 1, Compliance with Federal and State Laws is deleted in its entirety.
- .2:2. Exhibit C, Special Provisions, Section 2, Time and Manner of Determination is deleted in its entirety.
- 2.3. Exhibit C, Special Provisions, Section 3, Documentation is deteted in its entirety.

3. Renewal:

The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.



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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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, Titlë 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 subcontractors), 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 subcontractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

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

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Exhibit D - Centification regarding Drug Free Workplace Requirements Page 1 of 2

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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, ör other appropriate agency;
- 1.7. Making a good failh 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.
- 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 D if there are workplaces on file that are not identified here.

Contractor Name:

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2

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CERTIFICATION REGARDING LOBBYING

The Contractor 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:

- 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.)
- 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.

Contractor Name:

Exhibit E - Certification Regarding Lobbying

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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

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- 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, OHHS 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 Debarmant, Su	ispension
And Other Responsibility Matters	
Page 1 of 2	

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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

- 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.
- 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.

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Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

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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 regulies 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 Č.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 department.

Exhibit G

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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:

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

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Certification of Compliance with requirements pertaining to Federal Hond softwineston, Equal Treatment of Felor-Based Organizations and Whitsteblower protections

Exhibit G

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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:



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Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1



Exhibit I

HEALTH INSURANCE PORTABILITY 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) <u>Definitions</u>.

- a. "Breach" shall have the same meaning as the term. "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. <u>"Business Associate</u>" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title45, 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 45CFR Section 164.501.
- f. "<u>Health Care Operations</u>" 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" 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. "<u>Privacy Rule</u>" 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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Exhibil I Health Insurance Portability Act Business Associate Agreement Page 1 of 6 Contractor tritials



Exhibit I

- "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45CFR 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.
- <u>"Unsecured Protected Health Information"</u> 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. <u>Other Definitions</u> 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.
 - 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6 Contractor Initials



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:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - 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
 - 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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Exhibit I Haalih Insurance Portability Act Business Associaté Agreement Page 3 of 6 Coniractor Initials



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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.
. 9 .	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.
I.	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.

Exhibit I

(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) <u>Termination for Cause</u>

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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) <u>Miscellanéous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit (Health Insurance Portability Act Business Associate Agreement Pege 5 of 5 Contractor Initials



Exhibit I

- e. <u>Segregation</u>. 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. <u>Survival</u>. 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

Signature of Authorized Representative

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Date

Signature of Authorized Representative

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orized Representative

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

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

Exhibit J – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance Page 1 of 2

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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.

- 1. The DUNS number for your entity is: 047/60921
- 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?

YES

YES

NÖ

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_____

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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DHHS Information Security Requirements

A. Definitions

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

- "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.
- "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.
- "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.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements

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

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFt, 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.
- "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.
- "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.FIR. 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...
 - 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 PHJ pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHJ 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.
- The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements

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

- 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, antihacker, 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 the provide standards.
 - 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.
 - 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:
 - 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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- 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.

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- 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, blometric 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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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