



Lori A. Shlbinette
Commissioner

Katja S. Fox
Director

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

28

November 18, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** amendment to existing contract with the Contractor listed below in **bold** to increase the number of Recovery Oriented Step-Up Step-Down (SUSD) beds from three (3) to six (6), by increasing the total price limitation by \$800,000 from \$3,200,000 to \$4,000,000 with no change to the contract completion dates of June 30, 2024, effective January 1, 2023 upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #25.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Connections Peer Support Center	157070-B001	Portsmouth	\$800,000	\$0	\$800,000
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	209287-B001	Nashua	\$800,000	\$0	\$800,000
Monadnock Area Peer Support Agency	157973-B001	Keene	\$800,000	\$800,000	\$1,600,000
On the Road to Recovery, Inc. dba On the Road to Wellness	158839-B001	Manchester	\$800,000	\$0	\$800,000
		Total:	\$3,200,000	\$800,000	\$4,000,000

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

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

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is requesting to add more than 10% of the original contract dollar. The Department allotted funding for 15 SUSD beds for State Fiscal Years 2023 and 2024. The Department selected the four (4) current SUSD Contractors, totaling twelve (12) beds, through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Department did not receive an adequate competitive bid for the remaining 5th SUSD program contract, leaving three (3) beds unfunded. The Contractor listed above in bold has agreed to provide the additional three (3) beds that did not result in contract through the RFA process stated above. This Contractor is unique in their ability to open these beds immediately upon contract approval given their building readiness and their familiarity with contract provisions by being an existing SUSD contractor.

The purpose of this request is to provide additional funding to the Contractor to increase the number of Recovery Oriented Step-Up Step-Down (SUSD) beds from three (3) to six (6). Recovery Oriented SUSD programs support successful transitions to the community following hospitalizations and/or prevent hospital-level of care which, in turn, increase the availability of beds for individuals awaiting inpatient hospital services across the State.

Approximately 24 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will operate a six (6) bed Recovery Oriented SUSD program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:

- Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
- Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
- Require more intensive supports to prevent admission to an inpatient psychiatric setting.

The Contractors will utilize the Intentional Peer Support or another Substance Abuse and Mental Health Services Administration-recognized mental health peer support model to facilitate recovery and wellness with individuals served in the program.

The Department will monitor services by:

- Monitoring program progress through monthly and quarterly data reports, in a format required by the department.
- Conducting quality improvement and/or utilization review activities as are determined necessary and appropriate by the Department.
- Monthly vendor meetings with department monitoring staff.

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

Should the Governor and Executive Council not authorize this request, three (3) additional Recovery Oriented SUSD beds would not be made available to individuals in need of short-term recovery-based transition services and mental health peer support services.

Source of Funds: 100% General Funds

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette".

Lori A. Shibinette
Commissioner

Financial Detail

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT					
100% General Funds					
Activity Code: 92204117					
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ 400,000.00	\$ 800,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ 400,000.00	\$ 800,000.00
Subtotal			\$ 800,000.00	\$ 800,000.00	\$ 1,600,000.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
TOTAL			\$ 3,200,000.00	\$ 800,000.00	\$ 4,000,000.00

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

This Amendment to the Recovery Oriented Step-Up Step-Down Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Area Peer Support Agency ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 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 increase the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,600,000
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.6, to read:
 - 1.6. The Contractor shall operate a six (6) bed Recovery Oriented Step-Up Step-Down program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:
 - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
 - 1.6.2. Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
 - 1.6.3. Require more intensive supports to prevent admission to an inpatient psychiatric setting.
3. Modify Exhibit C, Payment Terms, Section 2, by adding Subsection 2.3, to read:
 - 2.3 The Contractor shall provide Exhibit C-3 Budget Amendment #1 for each Region, as appropriate, within 20 days of Governor and Executive Council approval of Amendment #1.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective January 1, 2022, upon Governor and 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

11/28/2022

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

11/23/2022

Date

Monadnock Area Peer Support Agency

DocuSigned by:
Christine Allen

Name: Christine Allen
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

11/28/2022

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK AREA PEER SUPPORT AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 23, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 239259

Certificate Number: 0005899716



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of November A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Area Peer Support Agency
(Corporation/LLC Name) (MAPSA)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 11-8, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Christine Allen, ED (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of MAPSA to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated 11/23/22

Mandy White
Signature of Elected Officer
Name: Mandy White
Title: Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2022

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

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

PRODUCER Clark Mortenson Insurance PO Box 606 Keene NH 03431	CONTACT NAME: Jennifer Ruffin PHONE (A/C, No, Ext): (603) 352-2121 FAX (A/C, No): (603) 357-8491 E-MAIL ADDRESS: jruffin@hilbgroup.com																					
INSURED Monadnock Area Peer Support Agency P.O. Box 258 Keene NH 03431	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A:</td> <td style="width: 30%;">Western World Insurance Co</td> <td style="width: 20%;"></td> </tr> <tr> <td>INSURER B:</td> <td>Central Mut Ins Co</td> <td>20230</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Western World Insurance Co		INSURER B:	Central Mut Ins Co	20230	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Western World Insurance Co																					
INSURER B:	Central Mut Ins Co	20230																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL226714321 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NPP8739857	03/08/2022	03/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Inc. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	WC 8624826	01/01/2022	01/01/2023"> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Proof of Insurance for Organization

CERTIFICATE HOLDER State of NH Dept of Health & Human Services 129 Pleasant St. Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Section 6: Mission Statement



It is the mission of Monadnock Peer Support to promote wellness and recovery, as defined by the individual, through intentional peer support, and to provide advocacy, educational, vocational, interpersonal, social, and spiritual opportunities to adults who utilize mental health services to learn wellness strategies, develop mutually beneficial relationships, and to support each other in attaining increased capacities for self-determination, independence, and personal growth. We value supporting growth and learning, being a place where people feel valued and not judged, shared responsibility/ mutual support, self-advocacy and self determination, honest and direct communication, building connections, courage/ and empowerment, respect for differences, the non-medical approach, social change and reduction of stigma and forgiveness.

MONADNOCK PEER SUPPORT
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years Ended June 30, 2021 and 2020

TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS	1-3
 FINANCIAL STATEMENTS	
Statement of Financial Position, June 30, 2021 With Comparative Totals, June 30, 2020	4
Statements of Activities and Changes in Net Assets for Year Ended June 30, 2021 With Comparative Totals for Year Ended June 30, 2020	5
Statement of Functional Expenses For the Year Ended June 30, 2021 With Comparative Totals for the Year Ended June 30, 2020.....	6
Statements of Cash Flows.....	7
Notes to Financial Statements	8 – 15
 SUPPLEMENTAL INFORMATION	
Statement of Activities and Changes in Net Assets By State Approved BMHS Funds, 2021	16

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Monadnock Peer Support
Keene, New Hampshire

Opinion

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

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

Basis for opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Monadnock Peer Support and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

Exercise professional judgement and maintain professional skepticism throughout the audit.

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

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Monadnock Peer Support's internal control. Accordingly, no such opinion is expressed.

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

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Monadnock Peer Support's ability to continue as a going concern for a reasonable period of time.

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

Report on Summarized Comparative Information

We have previously audited Monadnock Peer Support's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 7, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, P.C.

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

**MONADNOCK PEER SUPPORT
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 WITH COMPARATIVE TOTALS, JUNE 30, 2020**

ASSETS	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2021	2020
CURRENT ASSETS				
Cash and cash equivalents				
Operating	\$ 205,135	\$ -	\$ 205,135	\$ 34,807
BMHS & Respite refundable	1,108	-	1,108	1,108
Total cash and cash equivalents	<u>206,243</u>	<u>-</u>	<u>206,243</u>	<u>35,915</u>
Accounts receivable	94,056	-	94,056	48,202
Prepaid expenses	5,777	-	5,777	6,660
Total Current Assets	<u>306,076</u>	<u>-</u>	<u>306,076</u>	<u>90,777</u>
PROPERTY AND EQUIPMENT, at cost				
Building	273,976	-	273,976	135,985
Improvements in progress	100,501	-	100,501	-
Land	93,200	-	93,200	22,750
Equipment and vehicle	15,500	-	15,500	47,370
Total property & equipment	483,177	-	483,177	206,105
Less accumulated depreciation	5,373	-	5,373	106,110
	<u>477,804</u>	<u>-</u>	<u>477,804</u>	<u>99,995</u>
OTHER ASSETS				
Security deposit - utilities	1,541	-	1,541	-
Total Assets	<u>785,421</u>	<u>-</u>	<u>785,421</u>	<u>190,772</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	11,173	-	11,173	1,400
Accrued expenses	4,940	-	4,940	4,498
Long-term debt, current portion	18,203	-	18,203	9,096
Total Current Liabilities	<u>34,316</u>	<u>-</u>	<u>34,316</u>	<u>14,994</u>
LONG-TERM LIABILITIES				
Refundable advance, BMHS	1,108	-	1,108	1,108
Long-term debt, net of current portion	260,750	-	260,750	-
Total Long-Term Liabilities	<u>261,858</u>	<u>-</u>	<u>261,858</u>	<u>1,108</u>
OTHER LIABILITIES				
Payroll Protection Program Loan	47,270	-	47,270	38,200
NET ASSETS				
Without donor restriction	441,977	-	441,977	131,470
With donor restriction	-	-	-	5,000
Total Net Assets	<u>441,977</u>	<u>-</u>	<u>441,977</u>	<u>136,470</u>
Total Liabilities and Net Assets	<u>\$ 785,421</u>	<u>\$ -</u>	<u>\$ 785,421</u>	<u>\$ 190,772</u>

See Independent Auditors' Report and Notes to Financial Statements

MONADNOCK PEER SUPPORT
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2021 WITH
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	2021	2020
REVENUE AND SUPPORT				
State grant income	\$ 516,277	\$ -	\$ 516,277	\$ 288,919
Contributions	44,268	-	44,268	55,985
Interest income	80	-	80	36
Program & other income	3,377	-	3,377	4,835
Total revenue and support	<u>564,002</u>	<u>-</u>	<u>564,002</u>	<u>349,775</u>
OTHER REVENUE				
Payroll Protection Program Loan forgiveness	38,200	-	38,200	-
Gain on sale of fixed assets	80,245	-	80,245	-
	<u>118,445</u>	<u>-</u>	<u>118,445</u>	<u>-</u>
Net assets released from donor imposed restrictions	<u>5,000</u>	<u>(5,000)</u>	<u>-</u>	<u>-</u>
EXPENSES				
Program	329,211	-	329,211	321,482
Management & general	47,452	-	47,452	15,315
Fundraising	277	-	277	-
Total expenses	<u>376,940</u>	<u>-</u>	<u>376,940</u>	<u>336,797</u>
Increase (decrease) in net assets	310,507	(5,000)	305,507	12,978
Net assets, beginning of year	<u>131,470</u>	<u>5,000</u>	<u>136,470</u>	<u>123,492</u>
Net assets, end of year	<u>\$ 441,977</u>	<u>\$ -</u>	<u>\$ 441,977</u>	<u>\$ 136,470</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021 WITH
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020**

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total 2021</u>	<u>Total 2020</u>
Wages	\$ 218,655	\$ -	\$ -	218,655	\$ 212,248
Employee benefits	28,350	-	-	28,350	31,409
Payroll taxes	17,240	-	-	17,240	16,005
Supplies and office expense	16,942	1,882	-	18,824	6,544
Telephone	3,670	408	-	4,078	4,215
Utilities	12,217	1,357	-	13,574	12,322
Insurance	6,503	723	-	7,225	8,755
Repairs and maintenance	3,957	410	-	4,367	4,571
Interest expense	1,818	202	-	2,020	1,577
Food	956	106	-	1,062	1,485
Professional fees	-	12,032	-	12,032	11,083
Other expenses	3,220	-	16	3,238	1,370
Travel	42	-	-	42	6,249
Training	1,963	-	-	1,963	3,562
Depreciation	8,390	-	-	8,390	7,996
Equipment rental	2,345	261	-	2,606	2,585
Vehicle expense	2,572	-	-	2,572	4,555
Postage	372	41	-	413	266
Advertising	-	-	259	259	-
CARES program grants	-	30,000	-	30,000	-
	<u>\$ 329,211</u>	<u>\$ 47,452</u>	<u>\$ 277</u>	<u>\$ 376,940</u>	<u>\$ 336,797</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 305,507	\$ 12,978
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	8,390	7,996
Gain on sale of fixed asset	(80,245)	(400)
Payroll Protection Program loan forgiveness	(38,200)	-
(Increase) decrease in operating assets		
Accounts receivable	(45,854)	(45,643)
Prepaid expenses	883	1,275
Security deposit - utilities	(1,541)	-
Increase (decrease) in operating liabilities		
Accounts payable	9,773	(9,768)
Accrued expenses	442	(1,941)
Net Cash Provided (Used) By Operating Activities	<u>159,155</u>	<u>(35,503)</u>
CASH USED BY INVESTING ACTIVITIES		
Cash paid for purchases of fixed assets	(87,176)	(22,975)
Cash paid for purchases of improvements in progress	(100,000)	-
Proceeds on sale of fixed assets	161,723	2,500
Net Cash (Used) By Investing Activities	<u>(124,453)</u>	<u>(20,475)</u>
CASH USED BY FINANCING ACTIVITIES		
Repayments of long-term notes payable	(16,143)	(17,509)
Net Proceeds, Payroll Protection Plan Loan	47,270	38,200
Net Cash Provided by Financing Activities	<u>31,127</u>	<u>20,691</u>
Net Increase (Decrease) in Cash and Cash Equivalents	170,328	(35,287)
Cash and Cash Equivalents, Beginning of Year	<u>35,915</u>	<u>71,202</u>
Cash and Cash Equivalents, End of Year	<u>\$ 206,243</u>	<u>\$ 35,915</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	<u>\$ 2,020</u>	<u>\$ 1,577</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS		
Cost of fixed assets purchased	367,176	22,975
New debt assumed for assets purchased	<u>(280,000)</u>	<u>-</u>
Cash payment for fixed asset acquisitions	<u>\$ 87,176</u>	<u>\$ 22,975</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 1 – NATURE OF ORGANIZATION

Monadnock Peer Support (MPS) is a nonprofit organization incorporated, that promotes peer support through educations, vocational, interpersonal, social and spiritual opportunities for consumers of mental health services and by facilitating recovery through peer support, empowerment and personal growth. The organization operates in Keene, New Hampshire.

The revenue of the Organization is derived primarily from a contract with the State of New Hampshire Department of Health and Human Services.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

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

Basis of Presentation

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

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

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

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash Equivalents

For purposes of the Statements of Cash Flows, the Organization considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2021 and 2020.

Support and Revenue

The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS).

Property and Equipment

Property and equipment are carried at cost. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Minor repairs and maintenance are expensed as incurred. Major repairs and renovations which materially extend the useful lives of the assets are capitalized. Major classes of depreciable assets and their estimated lives are as follows:

<u>Description</u>	<u>Years</u>
Building improvements	10-39
Equipment	5-7
Vehicle	5

Depreciation expense was \$8,390 and \$7,996 for the years ended June 30, 2021 and 2020, respectively.

Function and Cost Allocation of Expenses

The costs of providing various program, management and rental services have been summarized in the statement of activities. Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are compensation and insurances, which are allocated on the basis of estimates of time and effort; occupancy costs, which are allocated on a square footage basis; and supplies and telephone costs, which are allocated based on usage studies.

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising

The Organization expenses advertising costs as incurred. MPS had advertising costs of \$259 and \$0 as of June 30, 2021 and 2020, respectively.

Use of Estimates

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

Income Taxes

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

In-Kind Contributions

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

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Materials and Services

It is the intent of MPS to record the value of donated goods and services when there is an objective basis available to measure their value. For the year ended June 30, 2021, MPS received donated goods connected with its move to a new building. The value of these donated goods individually did not exceed \$500 to meet the organizations capitalization threshold. There were no donated goods or services in 2020.

Comparative Financial Information

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

Financial Instruments

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

NOTE 3 – REVIEW BY OUTSIDE AGENCIES

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

NOTE 4 – COMPENSATED ABSENCES

Employees of the Organization are entitled to paid time off depending on job classification, length of services and other factors. The Organization had no accrued time earned, but unpaid as of June 30, 2021 and 2020, respectively.

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 5 – CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2021 and 2020 the Organization had no uninsured cash balances.

The Organization earned a substantial portion of its revenue from the State of New Hampshire. The State of New Hampshire contract accounted for approximately 75% and 82% of total revenue in the years ended June 30, 2021 and 2020, respectively.

NOTE 6 – RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses MPS for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$0 and \$1,000 for the years ended June 30, 2021 and 2020, respectively.

NOTE 7 – REFUNDABLE BMHS ADVANCE

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, MPS was required to segregate amounts advanced but not expended at year-end as a refundable advance. Funds set aside in accordance with this requirement amounted to \$1,108 for the years ended June 30, 2021 and 2020, respectively.

NOTE 8 – BOARD DESIGNATED NET ASSETS

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

MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020

NOTE 9 – NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restriction consisted of the following as of June 30:

	<u>2021</u>	<u>2020</u>
NHCF funds	\$ <u>0</u>	\$ <u>5,000</u>
	\$ <u>0</u>	\$ <u>5,000</u>

NOTE 10 – FAIR VALUE MEASUREMENTS

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

	<u>Fair Value</u>	<u>Quoted Prices in Active Markets For Identical Assets (Level 1)</u>	<u>Significant other Observable inputs (Level 2)</u>
<u>2021</u>			
Accounts Receivable	\$ <u>94,056</u>	\$ <u>-</u>	\$ <u>94,056</u>
<u>2020</u>			
Accounts Receivable	\$ <u>48,202</u>	\$ <u>-</u>	\$ <u>48,202</u>

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

NOTE 11 – LONG-TERM DEBT

Long-term debt consisted of the following as of June 30: 2021 2020

Mortgage payable to a bank in monthly installments of \$763 including principal and interest beginning December 1999. The interest is 6.875%.

The note is secured by a mortgage on real estate and was paid in full on December, 2021.

\$ -0- \$ 9,096

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 11 – LONG-TERM DEBT (CONTINUED)

Long-term debt consisted of the following as of June 30:	<u>2021</u>	<u>2020</u>
Mortgage payable to a bank in monthly installments of \$1,517 including principal and interest beginning April, 2021. The interest is 4.25%. The note is secured by a mortgage on real estate and Matures April, 2046.	\$ 278,953	\$ 9,096
Less current portion	<u>18,203</u>	<u>9,096</u>
	<u>\$ 260,750</u>	<u>\$ -0-</u>

The maturities on long-term debt as of June 30 are as follows:

2022	\$ 18,202
2023	18,202
2024	18,202
2025	18,202
2026	18,202
Thereafter	<u>187,943</u>
Total	<u>\$ 278,953</u>

NOTE 12 – LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

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

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 206,243	\$ 35,915
Accounts receivable	<u>94,056</u>	<u>48,202</u>
	<u>300,299</u>	<u>84,117</u>
Less amounts:		
Refundable BMHS funds required to be maintained under State agreement	1,108	1,108
Restricted NHCF funds	<u>-</u>	<u>5,000</u>
	<u>1,108</u>	<u>6,108</u>
	<u>\$ 299,191</u>	<u>\$ 78,009</u>

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 13 – PAYROLL PROTECTION PROGRAM LOAN

In April of 2020 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$38,200. This loan called for interest fixed at 1%. No payments were required for six months from the date of the loan. This note was to mature two years from the date of first disbursement of the loan. In December of 2020 this loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136).

On May 3, 2021 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$47,270. This loan called for interest fixed at 1%. No payments were required for six months from the date of the loan. It is likely that this loan will be forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136). On September 28, 2021 this loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136).

NOTE 14. RISKS AND UNCERTAINTIES: COVID-19

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

NOTE 15 – SUBSEQUENT EVENTS

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

**MONADNOCK PEER SUPPORT
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
FOR THE YEAR ENDED JUNE 30, 2021**

	State Approved BMHS Funds	State Approved SUSD Funds	State Approved SUSD Start-Up Funds	State Approved Total	Non-BMHS Funds	Total
REVENUE AND SUPPORT						
Grant income, current year	\$ 275,108	\$ 21,194	\$ 14,198	\$ 516,277	\$ -	516,277
Contributions	-	-	-	-	44,268	44,268
Interest income	-	-	-	-	80	80
Program & other income	-	-	-	-	3,377	3,377
Payroll Protection Program loan forgiveness	-	-	-	-	38,200	38,200
Gain on sale of fixed assets	-	-	-	-	80,245	80,245
Total support and revenue	275,108	21,194	14,198	516,277	166,170	682,447
EXPENSES						
Wages	159,459	42,111	1,000	218,655	-	218,655
Employee benefits	27,687	853	-	28,547	(197)	28,350
Payroll taxes	13,232	4,093	-	17,240	-	17,240
Supplies and office expense	7,630	554	1,110	17,791	1,523	18,824
Telephone	3,071	-	-	3,076	1,008	4,078
Utilities	13,575	-	-	13,574	-	13,574
Insurance	7,216	-	-	7,216	0	7,216
Repairs and maintenance	2,150	776	411	3,377	1,020	4,397
Interest expense	1,608	-	-	1,608	412	2,020
Food	1,062	-	-	1,062	-	1,062
Professional fees	10,930	1,013	-	12,032	-	12,032
Other expenses	-	-	3	3,229	18	3,238
Travel	-	-	-	-	42	42
Training	1,663	-	-	1,663	300	1,963
Depreciation	-	-	-	-	8,390	8,390
Equipment rental	2,326	-	-	2,326	280	2,606
Vehicle expense	2,572	-	-	2,572	-	2,572
Postage	390	-	-	390	23	413
Advertising	-	-	259	259	-	259
CARES program grants	-	-	-	-	39,000	39,000
Total expenses	264,581	46,443	1,007	334,112	42,828	376,940
Net Increase in Net Assets	10,527	36,731	1,191	182,165	123,342	305,507
BMHS funds allowed for:						
Debt reduction	(8,576)	-	-	(8,576)	8,576	-
Capital purchases	(14,663)	(43,014)	(15,176)	(182,677)	182,677	-
	(13,039)	(13,014)	(15,176)	(191,253)	191,253	-
Net assets, beginning of year	8,352	-	-	8,352	128,118	136,470
Net assets, end of year	\$ 5,837	\$ 6,307	\$ 1,265	\$ 17,366	\$ 442,713	\$ 441,977

See Independent Auditors' Report and Notes to Financial Statements


**Monadnock
PEER SUPPORT**
Board of Directors
 Revised October 2022

Position	First	Last	Home Address	Town	Phone	Email	Term					Hours Per Week
							Joined	#	Yrs	Begin	End	
Board Chair	Tara	Abbott					1-Jun	1	2	1-Jun	2024	Board Chair
AT-LARGE	Dianne	Croteau					1-Dec	1	2	1-Dec	2022	AT-LARGE
AT-LARGE	Kelly	Fleutte					1-Dec	1	2	1-Dec	2022	AT-LARGE
ASST SEC	Brianna	Foster					1-Dec	2	2	1-Dec	2023	ASST SEC
Assistant Secretary	Daria (Alejandro)	Levy					1-Sep	2	2	1-Oct	2023	Assistant Secretary
AT-LARGE	Chris	Minkler					23-Aug	1	1	23-Aug	2024	AT-LARGE
AT-LARGE	Jennifer	Richardson					1-Nov	1	2	1-Nov	2022	AT-LARGE
Co-Treasurer	Stephanie	Ritchie					1-Oct	1	2	1-Oct	2023	Co-Treasurer
AT-LARGE	Meghan	Rouleau					1-Jun	1	2	1-Jun	2022	AT-LARGE
AT-LARGE	Carolina	Statson					1-Jan	1	2	1-Jan	2022	AT-LARGE
Treasurer	Mandy	White					1-Jan	1	3	1-Jan	2024	Treasurer
Secretary	Paige	Putnam					23-Aug	1	2	23-Aug	2024	Secretary

CHRISTINE ALLEN

OBJECTIVE:

To utilize my passion and knowledge of the Human Services field to build stronger families and work toward improving the lives and futures of each member within the household by providing counseling, support and guidance ensuring their success while enhancing their quality of life from a social, economic, family centered psychological perspective.

PROFESSIONAL EXPERIENCE:

Monadnock Development Services, Keene, NH | Partners In Health

December 2017 – December 2021

- Advocate for children and families working to strengthen relationships to ensure child's success
- Coordinate fundraising, corporate campaigning and strategic development to insure department growth
- Collaborate with Keene Family YMCA to foster a relationship with the Monadnock Type 1 Diabetes Group. T1D group now meets at the YMCA bi-monthly generating and building a stronger relationship with the outside towns surrounding Keene and generating new members to the YMCA
- Responsible for developing, monitoring and revising family centered treatment plans
- Collaborate with law enforcement, schools, medical professionals, DHHS to create strategic plans and corrective action
- Implement and wrote grants from State and Federal agencies to further promote work of Monadnock Developmental Services
- Insure all activities of program (Partners In Health) remained within budget
- Presented on multiple occasions to Boards, Committees and Legislative bodies securing funding
- Ensure operation with the Standards of Quality for Family Strengthening and Support, IEP's, 504 plans
- Consistently worked with a diverse group of individuals to ensure success of programs.
- Complete all confidential files and casework information, liaison between area agency and state

Keene Family YMCA, Keene NH | Instructor and Trainer

June 2008 - Present

- Empower clients in the promotion of physical and mental wellbeing
- Current Instructor at the YMCA. Spin, TRX, Core Strength, Kickboxing, Combat Fight
- Engage individuals to ensure positive public relations. Host of annual MDS night at the Keene YMCA
- Active committee member of the annual Sneaker Ball securing auction donations and ticket sales
- Utilize social media to encourage and promote civic engagement and positive life styles
- Promote and encourage involvement in fundraising activities to support the mission of the YMCA

Girl Scouts, Marlborough, NH | Manager, Community Engagement & Recruitment

June 2014 – July 2017

- Keynote speaker at the VT State House representing the Girl Scouts of the Green and White Mountains
- Spoke on personal eight-month hike of the Appalachian Trail-trials, tribulations, successes and inspirations
- Manage customer base to generate new business
- Responsible for ensuring all pre-set yearly goals were met or exceeded
- Empower young women to engage in their community, promote wellness and volunteerism
- Ensure all human resource policies and procedures are followed in regards to employee relations
- Promote volunteerism within community
- Responsible for fundraising in the community to insure continuance of program
- Recruit, manage and train over 75 adult volunteers for the Girl Scouts of the Green and White Mountains
- Extensive use of website, social media and newsletters to inform and recruit for the Girl Scouts

OTHER PROFESSIONAL EXPERIENCE:

- Hesser College, Nashua, NH | Kaplan University | Director of Admissions January 2004 - May 2008
- Kronos Incorporated, Chelmsford, MA | Human Resources Generalist March 1998 - December 2003

CHRISTINE ALLEN

VOLUNTER / COMMUNITY ENGAGEMENT:

Public Relations, *Keene Lions Club*

June 2019 – Present

- Serving those in need in the Monadnock Region securing funds to help pay for valuable things in the community from community projects, eyesight and Camp Carefree Diabetes camp for children.
- Responsible for the public relations and social media campaign to share our mission and community work.

Executive Board Member, *Moms On A Mission*

December 2017 - Present

- Recruit volunteers for our annual campaign.
- Work diligently with community members, business and non-profits to secure and gather items needing for the cause.

Vice President, Executive Board Member, *Keene Cal Ripken Baseball Association*

December 2016 - Present

- Collaborate, connect with and provide support to the Greater Keene Youth Baseball Softball Association.
- Coordinate fundraising, networking, communicating our needs to the general public ensuring that we are able to provide financial support to the families who are others unable to allow their child to participate.
- Raised \$30K from our Keene Community in 7 days for the 12U All Star Team to ensure that the team was able to go to the World Series.
- Directed and coordinated a Parade for the City of Keene to welcome back the 12U baseball team to celebrate their 3rd place victory at the World Series.
- Extensive use of social media and website to recruit volunteers for fundraising

Philanthropy, Board Member, *Symonds School sau29*

September 2014 - Present

- Liaison between SAU29 school district and the family ensuring that each child in need is set up for success while at school and beyond. Work with city, police, DHHS, families, small business and non profits to secure necessary items for childs success. Items such as food, bedding, clothing and such.

Founder/ Speaker, *Empowerment Monthly Seminars*

January 2013 - Present

- Organize and recruit woman from all aspects, backgrounds and ethnicities to join the monthly Empowerment Group to foster new relationships, network, build trust and socialize in a nonjudgmental forum allowing woman of all backgrounds to develop a sense of community, friendship and network to ensure their success while building their courage, character and confidence.

Group Instructor to Female Inmates, *Cheshire County H.O.C*

June 2012 – June 2015

- Empower women through fitness and life coaching to improve their lives and prevent recidivism
- Provide support outside of Jail to help ensure success of each individual by transporting women to meetings, YMCA, church etc.

Incorporator, *Monadnock Family Services (MFS)*

December 2016 – December 2017

- Provide advocacy to children and family members within our MFS providing advocacy and community engagement ensuring that the family and child have inclusion within the community.

AWARDS:

Director of the Year | Most Valuable Employee of the Year | Most Improved Director of the Year

EDUCATION AND CERTIFICATIONS:

BS, Organizational Management, Human Resources
Associates Degree in Human Services
Commitment Based Selling, Action Selling Certificate
Certification in Life Coaching
Personal Trainer, Group Instructor

Southern New Hampshire University
Hesser College
Sandler Training
Kaplan University
Aerobics, Fitness Association; NETA, AFFA

Melissa Callender

WORK EXPERIENCE

Club Manager

Option 1 Fitness - Keene, NH - January 2016 to Present

Club tours, fitness assessments, marketing including social media, newspaper ads, radio ads (new), flyers and other local outreach, processing internal payroll, file maintenance/data entry, scheduling for staff, Preparing contracts for new members, reviewing contracts filled out by other employees, supervising a staff of 7, designing PDF's, running tanning bed, coordinating facility maintenance, collections for past due memberships and working with lawyer to collect when necessary, coordinating member appreciation nights as well as public open houses and health fairs, customer service calls and new member follow ups, website development and management, coordinating charitable donation events such as giving tree for MCVP, non-perishables for the Community Kitchen and raffles to raise funds for many local non-profits, office administration, business networking, preparing meeting agendas and meeting minutes

Owner, Photographer

Melissa Callender Photography - Richmond, NH - June 2016 to Present

Photographing weddings, maternity photos, milestone photos, engagement photos, family photos, real estate photos and much more! Editing using Photoshop. Marketing my business via social media marketing as well as designing and distributing print marketing materials. Website development and management.

Banquet Manager / Office Administrator

The Marlborough House/Stark Production Group/Radial Park - Marlborough, NH – January 2020 to December 2020

Facility tours, making sure events run smoothly and that guests and clients are well cared for and the event goes off without any issues, management of social media, website development and management, email and written correspondences, office administration, preparing and sending proposals to clients, editing menus and print materials, advertising, networking, attending bridal expos, running payments, mail sorting, scanning and sending to the accountant, booking talent and live events, managing the organization of the office, ordering supplies, close communication with owner and in general being his eyes and hands when he is not able to be on site. Opening online box office from the ground up, PR for events at Broadway at the Drive In

Server, Bartender, Banquet Server and Restaurant Manager

Papagallos - Keene, NH - July 2010 to February 2016

Served guests, kept own bank, made cocktails, Made salads for banquets as well as plated desserts and appetizers, set up and lead banquets, side work, when I took over as the Restaurant Manager, I took over managing a staff of about 25, booked all banquets, prepared floor plans for banquets, prepared schedule for the Front of House as well as for the banquet staff, Hiring, Firing, social media promotion, file maintenance, end of shifts I had each employee closing out with me and made sure all numbers matched, and collected cash.

Dining Room Supervisor/Banquet Coordinator
Pleasant View Retirement - Concord, NH - September 2007 to September 2009

Supervised a staff of 12, prepared the schedule, prepared spreadsheets to document residents' meals, scheduled, set up and ran banquets, corporate meetings and retirement community events, ordered office and party supplies, hiring and firing, implemented rules of conduct and defined worker expectations, designed print materials for marketing

Education

Keene State College, Certified Life Coach, 2021-present
UNH, Manchester, Small Business Management, 2000-2002
CPR/AED & First Aid, American Red Cross
ACE Fitness Certified Personal Trainer
ACE Fitness Certified Group Fitness Instructor
ACE Fitness Certified Health Coach
ACE Fitness Youth Fitness Specialist
ACE Fitness Weight Management Specialist

Skills

Website Development
Microsoft Office Suite
QuickBooks
Business Development
Front Desk
Leadership
Organization
Project Management
Presentations
Public Speaking
Time Management
Troubleshooting
Windows
Yardi
Budgeting
Website management
Social media management
Business management
Digital marketing
Adobe Creative Suite

ZACHARY ARCHER LOPEZ

SUMMARY

An ambitious and results-driven individual with strong academic credentials, double majored at Holyoke Community College in Forensic Science and Psychology, combined with "real world" experience and a diverse background of extracurricular activities and interests. Possesses strong leadership skills along with the ability to deal creatively and practically with a problem/issue and interact effectively with colleagues and clients. With 6+ years work experience with a strong ethic and proven ability to work in teams.

EDUCATION

- Ware High School: High School Diploma, 2006
- Holyoke Community College: Double Associates, Forensic Science (2016) and Psychology (2017)
- Bay Path University: Bachelor's Degree, Forensic Psychology (2018)

SKILLS

- Dependable/solid Independent worker
- Excellent plan comprehension
- Troubleshooting
- customer service skills
- Good at following instructions
- Works well with other individuals/groups, team player
- Computer literate
- Good, Solid written/verbal communication skills
- Strong interpersonal skills
- Good at establishing goals and setting priorities
- Manual labor skills
- Valid Driver's License

- Support guests when they need assistance with handling difficult situations or just need a person to talk with.
- Support them in their needs on the overnight shift. Maintain a healthy and safe environment for guests.
- Provide guidance for those who are trying to reach the WARM line.
- Take and pass on information, to the next person on shift, on the individual guests and their nights.

Brattleboro Retreat:

1 Anna Marsh Lane, Brattleboro, VT 05301 (802) 257-7785

Group Facilitator and Mental Health Worker

- Facilitated groups of 1-18 adolescents.
- Groups consisted of Dialectical Behavioral Therapy skills, and fun activities.
- Interacted with children between ages 6-12, adolescents 12-18, and adults ranging from 35-55 who suffer from behavioral and mental disorders.
- Participated in holds, leader of holds, and deescalated crisis situations.
- Checked Pts' rooms for contraband
- Contraband Pts' clothing and other items brought in.
- Other duties include one to one observations, fifteen minute checks, and staffing groups.

Additional Experience:

- Security/Relief Personnel: Pack the Backpack for Back to School Event, August 26, 2017, Holyoke, MA.
- CHD Conference: Through Her Eyes Girls Conference, October 27, 2017, Springfield, MA.
- Founding Member of the RISE-UP Program: Resiliency, Integration, Self-Awareness, and Empowerment with Unlimited Possibilities, 11/14/17-12/05/17, Bay Path University, Longmeadow, MA.
- Worked briefly with a funeral home removing deceased individuals from homes

Taylor H. Murray, MSW

Experience (Volunteer / Practicum) *All were performed before name change

Brain Energy Support Team, Member of the Board of Directors / Support Group Facilitator, 2012- 2013

The Brain Energy Support Team is a 501c3 nonprofit organization founded in 2008. The mission of the organization is to provide support, advocacy, public awareness, education, and socialization opportunities to individuals with a brain injury and their families. This nonprofit agency has an average annual budget of ninety thousand dollars through Government grants, Foundational endowments, and Private donation. As a board member, my duties were multifold:

- Interpret the organization's work and value to the community
- Analyze semi-annual data concerning budget, measured outcome statistics, and proposals for direction as they concern the articles of incorporation for the organization, as well as local and federal law
- Represent the organization and act as a spokesperson
- Make decisions, collaboratively with the Board, on issues, policies, and other board matters
- Assume the collaborative responsibility of hiring the Executive Director on an annual basis

As a facilitator my duties included:

- Providing a safe, therapeutic environment in which people who have suffered a brain injury would be able to provide each other with resources, education, empowerment, and social interaction at the Tacoma Brain Energy Support Group meetings
- Maintain records of group membership with emphasis of adhering to the Health Insurance Portability and Accountability Act (HIPAA)
- Maintain records of group business, voting polls, and other significant events
- Ensuring that the group functioned as a healthy entity; following an egalitarian process of establishment of group rules, norms, and culture while remaining inclusive and supportive of all participants

Comprehensive Life Resources, Tacoma, Washington 2011-2012 (David Lambert and Jeff Plancich Supervising)

- Provision of direct mental health services to both adult and child mental health consumers
 - performing bio-psycho-social assessments and intakes
 - building therapeutic relationships with clients
 - Providing therapy to persons who have experienced trauma, brain injury, or other neurological insult by utilizing techniques from several models such as Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, and Motivational Interviewing
 - Collaboratively developing initial and semi-annual treatment planning; working with the client to establish treatment goals
 - Connecting clients to internal and external resources with which to ensure a comprehensive approach to treatment modality as part of a wrap model
 - Utilizing CLR charting modalities to keep and maintain client records in a timely fashion (same day administration of charting tasks)

- Microsoft Certified Professional; Supporting Users and Troubleshooting a Microsoft XP Operating System; MCP # 3348664
- Microsoft Certified Desktop Support Technician; MCP # 3348664
- Installing, Configuring, and Administering Microsoft Windows XP Professional Exam Passed (070-270)
- Managing and Maintaining a Microsoft Windows Server 2003 Environment Professional Exam Passed (070-290)

Honors

- Psi Chi National Honor Society in Psychology
- Phi Alpha Honor Society in Social Work
- University of Washington Graduate School of Social Work, Masters degree with Honors; Cumulative GPA: 3.9
- Clover Park Technical College, Associates Degree with Honors Cumulative GPA: 4.0

Stacy Wilbur

SUMMARY

Safety-oriented professional knowledgeable about guest relations, equipment safety and event planning. Handles fast-paced work calmly and goes above and beyond to promote guest satisfaction. Quick to resolve conflicts and other problems. Highly-motivated employee with desire to take on new challenges. Strong work ethic, adaptability and exceptional interpersonal skills. Adept at working effectively unsupervised and quickly mastering new skills. Hardworking employee with customer service, multitasking and time management abilities. Devoted to giving every customer a positive and memorable experience. Committed job seeker with a history of meeting company needs with consistent and organized practices. Skilled in working under pressure and adapting to new situations and challenges to best enhance the organizational brand. Organized and motivated employee eager to apply time management and organizational skills in various environments. Seeking management or director level opportunities to expand skills while facilitating company growth.

SKILLS

- People Skills
- Flexible Schedule
- Conflict Resolution
- First Aid/CPR
- Planning & Organizing
- Reliable & Trustworthy
- Good Work Ethic
- Relationship Building
- Team Management
- Training & Development
- Team Building
- Active Listening
- Supervision & Leadership
- Critical Thinking
- Data Management
- Problem Resolution
- Organizational Skills
- Friendly, Positive Attitude
- Customer Service

EXPERIENCE

Health and Wellness Director, Keene Family Ymca, June 2022-July 2022

Keene, NH

Responsible for hiring and firing all fitness staff

ordering supplies and equipment

maintenance on all Fitness equipment

responsible for the staff training

create fitness programs

Group exercise class evaluations

Payroll

Karen Richi

EDUCATION

Bachelor of Arts in History (Specialization in American History)

Minor in Writing

Keene State College, Keene, NH

May 2017

GPA: 3.22

RELEVANT EXPERIENCE:

Monadnock Area Peer Support Agency, Keene, NH

Director of Operations

February 2021-Present

- Direct all aspects of operations for a regional health nonprofit including human resources, budgeting/cost control, quality improvement, risk management, policy development and review, community and government relations, and data management/integrity
- Educates colleagues about the process of recovery and the use of recovery support services
- Assertively engages providers from mental health services, addiction services, and physical medicine to meet the needs of peers

Assistant Program Director

July 2019-February 2021

- Assist Program Director in any tasks of greater or lesser responsibility
- Support management in developing and implementing policies and procedures
- Designed programs and educational clubs for large and small groups of students

Program Assistant II, Brattleboro Retreat, Brattleboro, VT

November 2017-Present

- Organize and maintain patient charts and paperwork
- Facilitate communication between parents and their children as well as doctors and social workers
- Order, stock, and organize supplies to facilitate program development

Presentation Team Member, Target, Keene, NH

May 2017-November 2017

- Set sections of the store for seasonal change, product placement, and new product both independently and as a team
- Aid guests by answering questions and pulling items while providing fast and friendly service
- Be cross-trained in cashiering and soft lines work centers

Tour Guide, Historical Society of Cheshire County, Keene, NH

June-August 2016

- Educated the public on early colonial tavern culture, and adjusted presentations based on the interests, size, and age of groups
- Transcribed and analyzed an 1800's account book into Microsoft Excel and Word
- Assisted in the measuring, photographing, and archiving of various objects into the collection of the Historical Society of Cheshire County
- Oversaw the monetary exchanges of the shop inside the museum as well as during other events

RELEVANT SKILLS:

- Proficient in assistive technology applications as well as Microsoft Word, Excel, and Power Point
- Strong writing, spelling, and editing skills
- Great attention to detail and organization
- Ability to multitask and operate in stressful conditions
- Excellent customer service skills

Section 9: Key Personnel List

Name	Job Title	Salary Amount this Contract
Christine Allen	Executive Director	\$85,000
Melissa Callender	Marketing Director	\$52,000
Stacy Wilbur	Programming Director	\$52,000
Taylor Murray	Director of LGBTQ Services	\$31,000
Karen Richi	Director of Operations	\$52,000
Zachary Lopez	Residential Manager	\$40,000

JUN 14 '22 PM 3:36 RCVD



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

MAC
25

May 31, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed \$3,200,000 for the provision of Recovery Oriented Step-Up Step-Down programs for individuals 18 years of age or older, with long term and/or severe mental illness, as defined in RSA 135-C:2 X, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Portsmouth	\$800,000
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Nashua	\$800,000
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Keene	\$800,000
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Manchester	\$800,000
		Total:	\$3,200,000

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

See attached fiscal details.

EXPLANATION

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

The purpose of this request is for the four (4) Contractors to each continue to operate a three (3) bed Recovery Oriented Step-Up Step-Down (SUSD) program for individuals 18 years of age or older, with long term and/or severe mental illness, as defined in RSA 135-C:2 X. Expanding the availability of SUSD options statewide is a core recommendation (recommendation #6) of New Hampshire's 10-Year Mental Health Plan. The recommendation calls for new and/or expanded programs for individuals leaving inpatient facilities and individuals at risk of admissions in order to bridge the current mental health system's gap in the continuum of care as adults transition to and from higher levels of care.

Approximately 75 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will continue to operate a three (3) bed Recovery Oriented SUSD program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:

- Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
- Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
- Require more intensive supports to prevent admission to an inpatient psychiatric setting.

The Contractors will utilize the Intentional Peer Support or another Substance Abuse and Mental Health Services Administration-recognized mental health peer support model to facilitate recovery and wellness with individuals served in the program.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, twelve (12) Recovery Oriented SUSD beds would close and individuals in need of short-term recovery-based transition and mental health peer support services will not receive these critical services. Recovery Oriented SUSD programs support successful transitions to the community following hospitalization and/or prevent hospital-level of care which, in turn, increases the availability of beds for individuals awaiting inpatient hospital services across the State.

Respectfully submitted,



Lori A. Shibinette
Commissioner

Financial Detail

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT					
100% General Funds					
Activity Code: 92204117					

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00

TOTAL			\$ 3,200,000.00	\$ -	\$ 3,200,000.00
--------------	--	--	------------------------	-------------	------------------------

Summary by Vendor	Total Amount
Monadnock Area Peer Support Agency	\$ 800,000.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	\$ 800,000.00
On the Road to Recovery, Inc.	\$ 800,000.00
Connections Peer Support Center	\$ 800,000.00
Total	\$ 3,200,000.00

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

Project ID # RFA-2023-BMHS-02-RECOV
Project Title Recovery Oriented Step-Up Step-Down Programs

	Maximum Points Available	* Monadnock Area Peer Support – Region 2	Monadnock Area Peer Support - Region 5	H.E.A.R.T.S PSA – Region 6	On the Road to Wellness – Region 7	Connections Peer Support Center – Region 8
Technical						
Ability Q1	40	N/A	40	33	40	40
Experience Q2	25	N/A	23	23	23	24
Staffing Q3	30	N/A	28	17	27	28
Collaboration Q4	25	N/A	25	23	25	25
TOTAL POINTS	120	N/A	116	96	115	117

* Disqualified

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

Subject: Recovery Oriented Step-Up Step-Down Programs (RFA-2023-BMHS-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

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Area Peer Support Agency		1.4 Contractor Address 32 Washington Street #REAR Keene, NH 03431	
1.5 Contractor Phone Number 603-352-5093	1.6 Account Number 010-092-4117-102-0731 92204117	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$800,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Christine Allen</i> Date: 6/9/2022		1.12 Name and Title of Contractor Signatory Christine Allen Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 6/9/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robyn Quanno</i> On: 6/10/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials 
Date 6/9/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

CA

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide a Recovery Oriented Step-Up Step-Down program in this Agreement to individuals 18 years of age or older, with long term and/or severe mental illness, as defined in NH RSA 135-C:2 X.
- 1.2. The Contractor shall ensure services are physically located in NH Mental Health Region 5, and are available to individuals statewide, regardless of an individual's insurance coverage, residence or place of employment.
- 1.3. For the purposes of this Agreement, all references to days shall mean consecutive calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider, the information or records will be subject to all safeguards of 42 CFR Part 2.
- 1.6. The Contractor shall operate a three (3) bed Recovery Oriented Step-Up Step-Down program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:
 - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
 - 1.6.2. Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
 - 1.6.3. Require more intensive supports to prevent admission to an inpatient psychiatric setting.
- 1.7. The Contractor shall ensure Recovery Oriented Step-Up Step-Down programs are:
 - 1.7.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
 - 1.7.2. At a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval by the Governor and Executive Council.
- 1.8. The Contractor shall ensure the Recovery Oriented Step-Up Step-Down program maintains:

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.8.1. A specific sleeping area designated for each individual, ensuring common areas are not used as bedrooms.
- 1.8.2. A minimum of one (1) bathroom with a sink, toilet, and shower.
- 1.8.3. Storage space for each individual's clothing and personal possessions.
- 1.8.4. A kitchen area for the individual(s) to store and prepare meals.
- 1.8.5. A minimum of one (1) telephone for incoming and outgoing calls.
- 1.9. The Contractor shall ensure Recovery Oriented Step-Up Step-Down program include, but are not limited to:
 - 1.9.1. Program(s) that are voluntary admission, short term, with overnight peer support services.
 - 1.9.2. Non-clinical peer supports, which includes access to a 24 hour staff.
 - 1.9.3. Policies that establish a 90 day maximum stay limit per individual, per episode.
 - 1.9.4. Programs staffed by peer support specialists as defined in NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the State Peer Support Specialist certification exam within 12 months of employment.
 - 1.9.5. Coordination with outpatient community-based clinical treatment providers.
- 1.10. The Contractor shall utilize the Intentional Peer Support (IPS) or another Substance Abuse and Mental Health Services Administration (SAMHSA) recognized mental health peer support model to facilitate recovery and wellness with individuals in the Recovery Oriented Step-Up Step-Down program. The Contractor shall ensure:
 - 1.10.1. Programs operate in accordance with SAMHSA Core Competencies for Peer Support Workers in a behavioral health system;
 - 1.10.2. Individuals are referred to other community-based service providers, as appropriate, to ensure:
 - 1.10.2.1. Individuals are connected to community providers, programs, and applicable services; and
 - 1.10.2.2. Whole-health needs of each individual are met.
 - 1.10.3. Programs utilize a statewide referral form approved by the Department;
 - 1.10.4. Programs adhere to a standardized Department-approved admission criteria that includes, but is not limited to, serving individuals who

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.10.4.1. Are at least 18 years of age.
- 1.10.4.2. Are residents of the State of New Hampshire.
- 1.10.4.3. Self-identify as being in psychiatric distress.
- 1.10.4.4. Express a willingness to engage in daily services and wellness activities.
- 1.10.4.5. Self-administer medication, if applicable, or receive medication from a community provider or clinician off-site.
- 1.10.5. Referrals for individuals utilizing the program as a Step-Up are accepted if submitted through:
 - 1.10.5.1. Community mental health centers or providers;
 - 1.10.5.2. Mobile Crisis/ Rapid Response Teams;
 - 1.10.5.3. NH Rapid Response Access Point;
 - 1.10.5.4. Peer Support Agencies; or
 - 1.10.5.5. Other entities, as approved by the Department.
- 1.10.6. Referrals for individuals utilizing the program as a Step-Down are accepted if submitted through:
 - 1.10.6.1. New Hampshire Hospital;
 - 1.10.6.2. Designated Receiving Facilities;
 - 1.10.6.3. Mobile Crisis/ Rapid Response Teams;
 - 1.10.6.4. Community mental health centers or providers;
 - 1.10.6.5. Hospitals; or
 - 1.10.6.6. Other entities, as approved by the Department.
- 1.10.7. Programs are staffed and operated by a minimum of one (1) Certified Peer Support Specialist with lived experience with mental illness, 24 hours per day when participants are in the program.
- 1.10.8. Programs support recovery and resiliency through interventions and services, or connections to services, which include, but are not limited to:
 - 1.10.8.1. Facilitating connections to natural supports, defined as relationships that occur in everyday life, which may include, but are not limited to:
 - 1.10.8.1.1. Family.
 - 1.10.8.1.2. Friends.
 - 1.10.8.1.3. Neighbors.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.10.8.1.4. Coworkers.
- 1.10.8.1.5. Peer support networks when transitioning back to their communities.
- 1.10.8.2. Developing and supporting individual discharge plans.
- 1.10.8.3. Providing access to a minimum of one (1) SAMHSA-recognized peer support model that emphasizes physical, psychological, and emotional safety and focuses on individual strengths as a method to rebuild a sense of control and empowerment.
- 1.10.8.4. Providing opportunities for engagement in structured daily activities while participating in the program.
- 1.10.8.5. Developing individualized safety and wellness plans that support person-centered recovery goals, which may include Wellness Recovery Action Plans (WRAP).
- 1.10.9. Programs support connections to current clinical treatment teams by allowing visits and meetings with individuals at the program site and collaborate with current service providers by establishing memoranda of understanding, communication protocols and sharing of care plans with written consent where appropriate.
- 1.10.10. Programs support individuals with maintaining participation in academic coursework and/or employment.
- 1.11. The Contractor shall assist individuals without established service providers to obtain a variety of supports that include, but are not limited to:
 - 1.11.1. Referring individuals to Department supports for benefits that may include, but are not limited to:
 - 1.11.1.1. Social Security.
 - 1.11.1.2. Food Stamps.
 - 1.11.1.3. Utility assistance.
 - 1.11.2. Assisting individuals with obtaining, completing, and submitting housing applications.
 - 1.11.3. Identifying and connecting participants to resources within the community which may include, but are not limited to:
 - 1.11.3.1. Peer support agencies.
 - 1.11.3.2. Community mental health centers.
 - 1.11.3.3. Faith-based groups.
 - 1.11.3.4. Transportation services.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.11.3.5. Primary care services.
- 1.11.3.6. Homemaker and personal care services.
- 1.12. The Contractor shall administer a functional assessment of each individual at intake and discharge from the program, as approved by the Department to include, but not be limited to, data identified in Subparagraph 1.51.1.
- 1.13. The Contractor shall develop a referral process with the local community mental health center for individuals who, while in the program, experience a rise in acuity level and require:
 - 1.13.1. A higher level of care; or
 - 1.13.2. An evaluation for hospitalization.
- 1.14. The Contractor shall ensure individual health needs are addressed during the course of their stay.
- 1.15. The Contractor shall maintain a smoke-free environment and provide tobacco intervention services to individuals who are former or current smokers. The Contractor shall ensure:
 - 1.15.1. Former smokers receive appropriate supports that assist with maintaining a non-smoking status; and
 - 1.15.2. Current smokers are offered support with smoking cessation.
- 1.16. The Contractor shall ensure the discharge process includes, but is not limited to:
 - 1.16.1. Conducting discharge planning meetings that actively include individuals receiving services.
 - 1.16.2. Ensuring the first discharge meeting occurs no later than 30 days from the date of the individual's admission.
 - 1.16.3. Ensuring discharge meetings include, but are not limited to, input from:
 - 1.16.3.1. Community mental health centers.
 - 1.16.3.2. Primary care services.
 - 1.16.3.3. Other providers.
 - 1.16.3.4. Natural supports.
 - 1.16.4. Ensuring discharge plans are wellness and recovery oriented and include, but are not limited to, individualized:
 - 1.16.4.1. Emergency contacts.
 - 1.16.4.2. Community support contacts.
 - 1.16.4.3. Updates on presenting problem.
 - 1.16.4.4. Disposition.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.16.4.5. Recovery goals.
- 1.16.4.6. Action steps to transition back into the community.
- 1.17. The Contractor shall enroll individuals in the Recovery Orientated Step-Up Step-Down Program who meet the specifications described in Subparagraphs 1.10.4. through 1.10.6., and:
 - 1.17.1. Who have a desire to work on wellness issues; and
 - 1.17.2. Who have a desire to participate in peer support services.
- 1.18. The Contractor shall ensure the Recovery Orientated Step-Up Step-Down Program Guest application includes, but is not limited to:
 - 1.18.1. The minimum engagement policy.
 - 1.18.2. Suspension of services policy.
 - 1.18.3. Step-Up Step-Down program rules.
 - 1.18.4. Attestation that the individual supports the mission of the Peer Support Agency (PSA).
 - 1.18.5. A maximum 90 day length of stay agreement.
- 1.19. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
 - 1.19.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.20. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting for the purpose exchanging information as well as supporting and strengthening the statewide Peer Support system.
- 1.21. The Contractor shall meet, at a minimum of two (2) times per year, with other regional community support organizations that serve the same populations, which may include, but are not limited to:
 - 1.21.1. Mental health centers.
 - 1.21.2. Area homeless shelters.
 - 1.21.3. Community action programs.
 - 1.21.4. Housing agencies.
- 1.22. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Sections 1.20. through 1.21.4.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.23. The Contractor shall submit a grievance and appeals process to the Department for approval. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
 - 1.23.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
 - 1.23.1.1. Individual's name.
 - 1.23.1.2. Date of written grievance.
 - 1.23.1.3. Nature and subject of the grievance.
 - 1.23.1.4. A method to submit an anonymous grievance.
 - 1.23.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
 - 1.23.3. A method to track grievances.
 - 1.23.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
 - 1.23.5. An immediate review of the grievance and investigation by the Contractor's director or his or her designee.
 - 1.23.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 1.23.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.24. The Contractor shall ensure its Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.25. The Contractor shall submit a copy of the written decision regarding the grievance to the Department within one (1) day from the written decision.
- 1.26. The Contractor shall participate in quality assurance program reviews and site visits on a schedule provided by the Department. The Contractor agrees that:
 - 1.26.1. All Agreement deliverables, programs, and activities are subject to review; and
 - 1.26.2. Any review may result in a report and potential corrective action plan, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.27. The Contractor shall participate in quality assurance reviews as follows:
 - 1.27.1. Ensure the Department is provided with access that shall include, but is not limited to:
 - 1.27.1.1. Data.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.27.1.2. Financial records.
 - 1.27.1.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.5. Scheduled phone access to Contractor principals and staff.
- 1.28. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
- 1.28.1. Participating in bi-annual quality improvement review.
 - 1.28.2. Participating in ongoing monitoring and reporting based on the bi-annual quality assurance review and any corrective action plan submitted in conjunction with the Department and Contractor.
 - 1.28.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
 - 1.28.4. Reviewing personnel files for completeness.
 - 1.28.5. Reviewing the grievance process.
- 1.29. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with Agreement activities, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.30. The Contractor shall provide all requested audits to the Department no later than November 1 of each State Fiscal Year.
- 1.31. The Contractor shall maintain staffing as specified in this Statement of Work.
- 1.32. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 1.33. The Contractor shall not add, delete, defund, or transfer staff positions among programs without prior written permission from the Department.
- 1.34. The Contractor shall develop a Staffing Contingency Plan for Department approval no later than 30 days from the Agreement effective date, which includes but is not limited to:
- 1.34.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 1.34.2. The description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.34.3. The description of time frames necessary for obtaining staff replacements.
- 1.34.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 1.35. The Contractor shall submit an emergency staffing plan within 30 days of the Agreement effective date that includes, but is not limited to:
 - 1.35.1. Inclement weather notifications for programming and transportation services.
 - 1.35.2. Emergency evacuation plans.
- 1.36. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought:
 - 1.36.1. Obtain and verify at least two (2) references for the individual;
 - 1.36.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
 - 1.36.3. Complete a criminal records check to ensure that the individual has no history of:
 - 1.36.3.1. Felony conviction; or
 - 1.36.3.2. Any misdemeanor conviction involving:
 - 1.36.3.2.1. Physical or sexual assault;
 - 1.36.3.2.2. Violence;
 - 1.36.3.2.3. Exploitation;
 - 1.36.3.2.4. Child pornography;
 - 1.36.3.2.5. Threatening or reckless conduct;
 - 1.36.3.2.6. Theft;
 - 1.36.3.2.7. Driving under the influence of drugs or alcohol; or
 - 1.36.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
 - 1.36.4. Complete a motor vehicles record check to ensure that the person has a valid driver's license if the person will be transporting consumers.
- 1.37. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

volunteer if:

- 1.37.1. The individual's name is on the BEAS state registry;
 - 1.37.2. The individual has a record of a felony conviction; or
 - 1.37.3. The individual has a record of any misdemeanor conviction as referenced above.
- 1.38. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.38.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
 - 1.38.2. All staff training shall be in accordance with New Hampshire Administrative Rule He-M 400, Community Mental Health, Part 402, Peer Support, Section 402.05, Staff Training, Staff Development and Orientation.
 - 1.38.3. All staff training shall be in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the state peer support specialist certification exam within 12 months of employment.
 - 1.38.4. All personnel and training records are current and available to the Department, as requested.
- 1.39. The Contractor shall maintain documentation of completed trainings and certifications in staff files.
- 1.40. The Contractor shall ensure suicide prevention training, as approved by the Department, is provided annually to all staff.
- 1.41. The Contractor shall ensure that annual Wellness Training is available to staff.
- 1.42. The Contractor shall provide Intentional Peer Support (IPS) training or another SAMHSA recognized mental health peer support model and its required consultations to meet State Peer Specialist certification.
- 1.43. The Contractor shall ensure all staff, as applicable to their job description, including the Executive Director, participate in trainings, that include, but are not limited to:
- 1.43.1. Staff Development.
 - 1.43.2. Supervision.
 - 1.43.3. Performance Appraisals.
 - 1.43.4. Employment Practices.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.43.5. Sexual Harassment.
- 1.43.6. Member Rights.
- 1.43.7. Program Development.
- 1.43.8. Grievance and the grievance procedure process.
- 1.43.9. Financial Management.
- 1.43.10. Incident reporting process.
- 1.44. The Contractor shall obtain prior approval by the Department no later than 30 days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 1.45. The Contractor shall ensure comprehensive administrative support for all services provided in this Agreement.
- 1.46. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.47. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.48. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.48.1. Personnel records.
 - 1.48.2. Financial records.
 - 1.48.3. Program data files.
- 1.49. The Contractor shall ensure staff, including the Executive Director, participate in NH Center for Nonprofit trainings on finance, governance and leadership development as required by the Department.
- 1.50. Reporting
 - 1.50.1. The Contractor shall collect and submit, to the Department, individual data in the format, content, frequency and method, as approved by the Department, that includes, but is not be limited to:
 - 1.50.1.1. Region of origin upon admission.
 - 1.50.1.2. Referral source.
 - 1.50.1.3. Discharge region.
 - 1.50.1.4. Presenting problem upon admission.
 - 1.50.1.5. If admission was diversion from inpatient care (step-up).
 - 1.50.1.6. If admission facilitated a supported transition out of inpatient care (step-down).

ca

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.50.1.7. Age.
- 1.50.1.8. Gender.
- 1.50.1.9. Sexual orientation.
- 1.50.1.10. Race and ethnicity.
- 1.50.1.11. Legal status.
- 1.50.1.12. Employment status.
- 1.50.1.13. Individual's housing status upon admission and discharge.
- 1.50.1.14. Discharge reason.
- 1.50.1.15. Length of stay.
- 1.50.1.16. Resource referrals.
- 1.50.1.17. Entry and exit client status indicators that include, but not be limited to, whether the individual:
 - 1.50.1.17.1. Was a Step-Up or Step-Down referral;
 - 1.50.1.17.2. Exited to a higher level of care; or
 - 1.50.1.17.3. Was referred from a higher level of care.
- 1.50.1.18. 90-day follow-up status post program discharge that includes the number of hospital admissions categorized by physical and psychiatric.
- 1.50.2. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
 - 1.50.2.1. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.
 - 1.50.2.2. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
 - 1.50.2.3. Revenues equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
 - 1.50.2.4. The Profit and Loss Statements include a budget column allowing for budget-to-actual analysis.
 - 1.50.2.5. Statements are based on the accrual method of accounting and include the Contractor's total revenues and

DS
CA

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

expenditures, whether or not generated by, or resulting from, funds provided pursuant to this Agreement.

- 1.50.3. The Contractor shall submit to the Department, on forms supplied by the Department, quarterly revenue and expenses by cost and/or program category and locations by the 30th of the month following the quarter.
- 1.50.4. The Contractor shall prepare an Annual Report that:
 - 1.50.4.1. Includes, but is not limited to qualitative and quantitative data; and
 - 1.50.4.2. Is presented annually to the Mental Health Block Grant Planning and Advisory Council.
- 1.50.5. The Contractor shall submit a quarterly report to the Department, on forms supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
 - 1.50.5.1. Step-Up Step-Down deliverables as identified in the Scope of Services, and on templates provided by the Department;
 - 1.50.5.2. Number of bed days;
 - 1.50.5.3. Staffing levels; and
 - 1.50.5.4. Daily provided programming.
- 1.50.6. The Contractor shall submit to the Department a compilation of program evaluation and surveys submitted in the past quarter, no later than the 15th day of the month following the end of each quarter.
- 1.50.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including client-level demographic, performance, and service data.

1.51. Performance Measures

- 1.51.1. The Contractor shall perform, or cooperate with the performance of, quality improvement or utilization review activities as are determined necessary and appropriate by the Department within timeframes reasonably specified by the Department including, but not limited to:
 - 1.51.1.1. Meeting 80% minimum occupancy standards annually.
 - 1.51.1.2. Diverting 80% of Step-Up admissions from resulting in an inpatient stay.
 - 1.51.1.3. Facilitating Step-Down transitions with no more than 5% of individuals being readmitted to hospital level care within the 90 day period.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

- 3.3.2. All materials produced or purchased under the Agreement shall have

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

prior approval from the Department before printing, production, distribution or use.

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original

CA

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
 - 2.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
 - 2.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
3. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dhbinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
4. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Grantee shall submit annual financial audits performed by an independent CPA to the Department.
 - 7.2. If the Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.
 - 7.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 7.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
8. Property Standards
 - 8.1. Insurance coverage.
 - 8.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
 - 8.2. Real property.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

- 8.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.
- 8.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.
- 8.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:
 - 8.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - 8.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
 - 8.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

property (and cost of any improvements) to the current fair market value of the property.

8.3. Equipment.

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

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

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

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

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

8.3.3. Use.

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

8.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

projects is also permissible with approval from the State.

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

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

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

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

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

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

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

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

DS
CD

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

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

9. Property Trust Relationship and Liens

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



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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

Christine Allen

Name: CHRISTINE ALLEN

Title: Executive Director

Vendor Initials 
Date 6/9/2022



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

Christine Allen

Name: CHRISTINE ALLEN

Title: Executive Director

DS
CA

Vendor Initials

6/9/2022

Date



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:
Christine Allen
Name: Christine Allen
Title: Executive Director

DS
CA



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1661, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

DS
ca

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

Christine Allen

Name: Christine Allen

Title: Executive Director

Exhibit G

Contractor Initials CA

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

Christine Allen

Name: Christine Allen

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(1) **Definitions.**

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

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

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification,
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Monanodock Peer Support

The State by:

Name of the Contractor

Katja S. Fox

Christine Allen

Signature of Authorized Representative

Signature of Authorized Representative

katja S. Fox

christine Allen

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/9/2022

6/9/2022

Date

Date

Contractor Initials *CA*

Date 6/9/2022



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

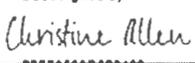
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

 Name: CHRISTINE ALLEN
 Title: Executive Director

Contractor Initials 
 Date 6/9/2022



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 94-560-2704

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

 NO x YES

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

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

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

 NO x YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

DS
ca

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DS
Ch

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DS
CA

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

^{D3}
Ch

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

DS
CA

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/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DS
CA

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

DS
ll

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@dnhs.nh.gov