



Lori A. Weaver  
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

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August 8, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with the New Hampshire Harm Reduction Coalition (VC#330454), Dover, NH, for continued programming that reduces the rate of opioid misuse and infectious disease complications associated with opioid use, by exercising a contract renewal option by increasing the price limitation by \$400,000 from \$2,111,246 to \$2,511,246 and extending the completion date from August 31, 2023 to August 31, 2024, effective September 1, 2023, upon Governor and Council approval. 100% Governor Commission Funds.

The original contract was approved by Governor and Council on August 26, 2020, item #17 and most recently amended with Governor and Council approval on May 18, 2022, item #14.

Funds are available in the following account for State Fiscal Years 2024 and 2025 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90050406	\$311,428	\$0	\$311,428
2022	102-500731	Contracts for Prog Svc	90050406	\$392,834	\$0	\$392,834
2023	102-500731	Contracts for Prog Svc	90050406	\$563,130	\$0	\$563,130
2024	102-500731	Contracts for Prog Svc	90050406	\$93,854	\$0	\$93,854
			<b>Subtotal</b>	<b>\$1,361,246</b>	<b>\$0</b>	<b>\$1,361,246</b>

**05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
 DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,  
 SABG ADDITIONAL**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Pub Asst and Relief	92055502	\$211,452	(\$199,604)	\$11,848
2023	074-500589	Grants for Pub Asst and Relief	92055502	\$538,548	(\$100,807)	\$437,741
2024	074-500589	Grants for Pub Asst and Relief	92055502	\$0	\$300,411	\$300,411
			<b>Subtotal</b>	<b>\$750,000</b>	<b>\$0</b>	<b>\$750,000</b>

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOV COMMISSION FUNDS**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	92058502	\$0	\$283,265	\$400,000
2025	102-500731	Contracts for Prog Svc	92058502	\$0	\$116,735	\$400,000
			<b>Subtotal</b>	<b>\$0</b>	<b>\$400,000</b>	<b>\$400,000</b>
			<b>Grand Total</b>	<b>\$2,111,246</b>	<b>\$400,000</b>	<b>\$2,511,246</b>

**EXPLANATION**

The purpose of this request is to continue harm reduction programming that reduces the rate of opioid misuse and infectious disease complications associated with opioid use. Services provided comply with NH RSA 318-B:43 Syringe Services Programs Authorized.

The Contractor will continue to provide harm reduction services in the Greater Concord, Manchester, Nashua, Keene, Upper Valley Lakes Region, and Seacoast areas. Care Coordinators will continue to provide one-on-one consultations during outreach activities to individuals relative to services available; in-depth guidance and support to participants through telephone calls and texts as appropriate as well as continued establishment and maintaining of relationships within the community to provide referrals, navigation, and linkage services, including outreach, support, and communication with referral agencies.

Approximately 2,500 individuals who are at greatest risk for infectious disease complications due to drug use will be served during State Fiscal Years 2024, and 2025.

The Department will monitor and ensure services are provided by the Contractor in accordance with NH RSA 318-B:43.

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

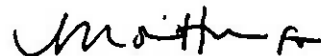
Should the Governor and Council not authorize this request, the Department will be limited in its capacity to respond to the opioid epidemic, potentially resulting in increased overdose rates, lack of awareness of support systems for the State's citizens affected by substance use disorder, and increasing rates of wound complications and infectious diseases such as Hepatitis C and HIV. Additionally, individuals will have less access to the resources and educational materials necessary to make informed decisions about their own health.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.136, FAIN #NU17CE924984 and Assistance Listing Number # 93.959, FAIN #TI083509.

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

Respectfully submitted,



Lori A. Weaver  
Commissioner

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

This Amendment to the Harm Reduction Services within Syringe Service Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Harm Reduction Coalition ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2020, (Item #17), as amended on May 18, 2022, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
August 31, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,511,246
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 84.07% Federal Funds:
      - 1.1.1. 54.20% Federal Funds, STRATEGY 6: Linkage to Care, Supporting Syringe Services, as awarded on August 12, 2019, by the US Centers for Disease Control and Prevention, NH Overdose Data to Action Program (NH OD2A), CFDA #93.136, FAIN NU17CE924984.
      - 1.1.2. 29.87% Federal funds, DHHS Substance Abuse and Mental Health Services Administration, SAPT-BG-COVID19, as awarded on March 15, 2021, by the Centers for Disease Control and Prevention, CFDA #93.136, FAIN #TI083509. Funding expires March 14, 2023.
    - 1.2. 15.93% Governor Commission Funds
5. Modify Exhibit C, Payment Terms, Section 4, to read:
  4. Notwithstanding Section 3 above, monthly payments will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items in Exhibit C-1 Budget through Exhibit C-9 Budget, Amendment #2.
6. Add Exhibit C-8 Budget, Amendment #2, incorporated by reference and attached herein.
7. Add Exhibit C-9 Budget, Amendment #2, incorporated by reference and attached herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 1, 2023, 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

8/9/2023

Date

DocuSigned by:  
*Katja S. Fox*  
E09D05804C63442  
Name: Katja S. Fox  
Title: Director

New Hampshire Harm Reduction Coalition

8/9/2023

Date

DocuSigned by:  
*Lauren McGinley*  
83F54E683C7C433  
Name: Lauren McGinley  
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

8/10/2023

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:

Exhibit C-8 Budget, Amendment #2

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

Contractor Name: New Hampshire Harm Reduction Coalition

Project Title: Harm Reduction Services within Syringe Service Programs

Budget Period: SFY 2024

Line Item	Total Program Cost			SABG 7/1/23 -3/14/24			Gov Comm Funds 8/1/23 -4/30/24		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 351,001	\$ 35,100	\$ 386,101	\$ 180,656	\$ 18,066	\$ 198,722	\$ 170,345	\$ 17,034	\$ 187,379
2. Employee Benefits	\$ 99,515	\$ 9,952	\$ 109,467	\$ 51,219	\$ 5,122	\$ 56,341	\$ 48,298	\$ 4,830	\$ 53,128
3. Consultants	\$ 5,000	\$ 500	\$ 5,499	\$ 2,573	\$ 257	\$ 2,830	\$ 2,427	\$ 243	\$ 2,669
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 800	\$ 80	\$ 880	\$ 309	\$ 31	\$ 340	\$ 291	\$ 29	\$ 320
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 4,000	\$ 400	\$ 4,400	\$ 2,059	\$ 206	\$ 2,265	\$ 1,941	\$ 194	\$ 2,135
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,000	\$ 100	\$ 1,100	\$ 515	\$ 51	\$ 566	\$ 485	\$ 49	\$ 534
Office	\$ 2,000	\$ 200	\$ 2,200	\$ 1,029	\$ 103	\$ 1,132	\$ 971	\$ 97	\$ 1,068
6. Travel	\$ 6,000	\$ 600	\$ 6,600	\$ 3,088	\$ 309	\$ 3,397	\$ 2,912	\$ 291	\$ 3,203
7. Occupancy	\$ 27,500	\$ 2,750	\$ 30,250	\$ 14,154	\$ 1,415	\$ 15,569	\$ 13,348	\$ 1,335	\$ 14,683
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,000	\$ 400	\$ 4,400	\$ 2,059	\$ 206	\$ 2,265	\$ 1,941	\$ 194	\$ 2,135
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000	\$ 100	\$ 1,100	\$ 515	\$ 51	\$ 566	\$ 485	\$ 49	\$ 534
Insurance	\$ 10,000	\$ 1,000	\$ 11,000	\$ 5,147	\$ 515	\$ 5,662	\$ 4,853	\$ 485	\$ 5,338
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,500	\$ 150	\$ 1,650	\$ 772	\$ 77	\$ 849	\$ 728	\$ 73	\$ 801
10. Marketing/Communications	\$ 5,500	\$ 550	\$ 6,050	\$ 2,831	\$ 283	\$ 3,114	\$ 2,669	\$ 267	\$ 2,936
11. Staff Education and Training	\$ 1,000	\$ 100	\$ 1,100	\$ 515	\$ 51	\$ 566	\$ 485	\$ 49	\$ 534
12. Subcontracts/Agreements	\$ 1,577	\$ 73	\$ 1,650	\$ 849	\$ -	\$ 849	\$ 728	\$ 73	\$ 801
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BioHazard Disposal Services	\$ 9,000	\$ 900	\$ 9,900	\$ 4,632	\$ 463	\$ 5,095	\$ 4,368	\$ 437	\$ 4,805
Ilm Narcan Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overdose Prevention Mobile Van	\$ 500	\$ 50	\$ 550	\$ 257	\$ 26	\$ 283	\$ 243	\$ 24	\$ 267
<b>TOTAL</b>	\$ 530,693	\$ 62,983	\$ 593,676	\$ 273,179	\$ 27,232	\$ 300,411	\$ 257,614	\$ 25,751	\$ 283,365

Indirect As A Percent of Direct

10.0%

Exhibit C-9 Budget, Amendment #2

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

Contractor Name: New Hampshire Harm Reduction Coalition

Project Title: Harm Reduction Services within Syringe Service Programs

Budget Period: SFY 2025

Line Item	Total Program Cost			Gov Comm Funds 7/1/24 -8/31/24		
	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 74,925	\$ 7,493	\$ 82,418	\$ 74,925	\$ 7,493	\$ 82,418
2. Employee Benefits	\$ 17,738	\$ 1,774	\$ 19,512	\$ 17,738	\$ 1,774	\$ 19,512
3. Consultants	\$ 834	\$ 83	\$ 917	\$ 834	\$ 83	\$ 917
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 670	\$ 67	\$ 737	\$ 670	\$ 67	\$ 737
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 240	\$ 24	\$ 264	\$ 240	\$ 24	\$ 264
Office	\$ 1,084	\$ 108	\$ 1,192	\$ 1,084	\$ 108	\$ 1,192
6. Travel	\$ 1,000	\$ 100	\$ 1,100	\$ 1,000	\$ 100	\$ 1,100
7. Occupancy	\$ 5,584	\$ 558	\$ 6,142	\$ 5,584	\$ 558	\$ 6,142
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 960	\$ 96	\$ 1,056	\$ 960	\$ 96	\$ 1,056
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 250	\$ 25	\$ 275	\$ 250	\$ 25	\$ 275
10. Marketing/Communications	\$ 918	\$ 92	\$ 1,010	\$ 918	\$ 92	\$ 1,010
11. Staff Education and Training	\$ 170	\$ 17	\$ 187	\$ 170	\$ 17	\$ 187
12. Subcontracts/Agreements	\$ 250	\$ 25	\$ 275	\$ 250	\$ 25	\$ 275
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BioHazard Disposal Services	\$ 1,500	\$ 150	\$ 1,650	\$ 1,500	\$ 150	\$ 1,650
IM Narcan Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overdose Prevention Mobile Van	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 106,123</b>	<b>\$ 10,612</b>	<b>\$ 116,735</b>	<b>\$ 106,123</b>	<b>\$ 10,612</b>	<b>\$ 116,735</b>

Indirect As A Percent of Direct

10.0%



# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE HARM REDUCTION COALITION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 29, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 808023

Certificate Number: 0006197175



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2023.

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

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Shannon M. Swett, hereby certify that:

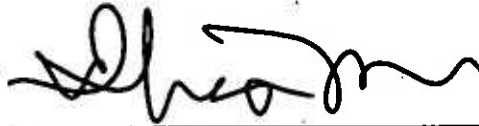
1. I am a duly elected Treasurer of NH Harm Reduction Coalition (NHHRC).

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 14, 2022, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Lauren McGinley, NHHRC Executive Director, is duly authorized on behalf of NH Harm Reduction Coalition (NHHRC) to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 8/2/2023



Signature of Elected Officer  
Name: Shannon M. Swett  
Title: Treasurer, NH Harm Reduction Coalition



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2023

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

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


<b>PRODUCER</b> World Insurance Associates, LLC 656 Shrewsbury Ave Suite 200 Tinton Falls NJ 07701  License#: BR-961573 NHHARMR-01	<b>CONTACT NAME:</b> Dionna Spina	
	<b>PHONE (A/C, No, Ext):</b> 732-380-0900	<b>FAX (A/C, No):</b> 732-400-8112
<b>E-MAIL ADDRESS:</b> dionnaspina@worldinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Landmark American Insurance Company		33138
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 2132686546                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:		LHC849065	5/18/2023	5/18/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COM/OP AGG	\$ EXCLUDED
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					PER STATUTE    OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability		LHC849065	5/18/2023	5/18/2024	Per Occurrence	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/01/2022

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

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

<b>PRODUCER</b> John J. Flynn Ins Agy Inc 818 Central Avenue Dover NH 03820		<b>CONTACT NAME:</b> John Flynn <b>PHONE (A/C, No, Ext):</b> (603) 740-0140 <b>FAX (A/C, No):</b> (603) 743-3370 <b>E-MAIL ADDRESS:</b> John.Flynn@Flynninsurance.net	
<b>INSURED</b> New Hampshire Harm Reduction Coalition 1 Washington St Unit 3114 Dover NH 03820		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Safety Insurance <b>INSURER B:</b> Assigned Workers Comp <b>INSURER C:</b> The Hartford <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES      CERTIFICATE NUMBER: CL2212169183      REVISION NUMBER:

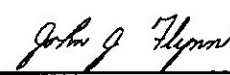
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6268512	09/15/2022	09/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TARNH1052632-00	08/26/2022	08/26/2023	<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
C	Directors & Officers			04KM0339285-22	07/25/2023	07/25/2024	Aggregate \$1,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire Department of Health and Human Services 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **Mission**

Grounded in harm reduction principles, NHHRC compassionately supports people who use drugs (PWUD) in concert with other harm reduction programs, promotes evidence-based strategies, and upholds the inherent worth of all people through advocacy and education.

Form **8879-TE**

**IRS e-file Signature Authorization  
for a Tax Exempt Entity**

OMB No. 1545-0047

For calendar year 2021, or fiscal year beginning \_\_\_\_\_, 2021, and ending \_\_\_\_\_, 20 \_\_\_\_\_

**2021**

Department of the Treasury  
Internal Revenue Service

▶ Do not send to the IRS. Keep for your records.  
▶ Go to [www.irs.gov/Form8879TE](http://www.irs.gov/Form8879TE) for the latest information.

Name of filer: **NEW HAMPSHIRE HARM REDUCTION COALITION** EIN or SSN: **83-2689375**

Name and title of officer or person subject to tax: **JASON LUCEY  
SECRETARY/CHAIR**

**Part I | Type of Return and Return Information**

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here	<input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	<u>567,730</u>
2a Form 990-EZ check here	<input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here	<input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b	
6a Form 990-T check here	<input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b	
7a Form 4720 check here	<input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b	
8a Form 5227 check here	<input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b	
9a Form 5330 check here	<input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b	
10a Form 8038-CP check here	<input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b	

**Part II | Declaration and Signature Authorization of Officer or Person Subject to Tax**

Under penalties of perjury, I declare that  I am an officer of the above entity or  I am a person subject to tax with respect to (name of entity) \_\_\_\_\_ and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount on Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize MURPHY, POWERS & WILSON CPAS, PC to enter my PIN 11111 as my signature  
ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax: \_\_\_\_\_ Date: 11/14/22

**Part III | Certification and Authentication**

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

**02056310085**  
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature: \_\_\_\_\_ Date: 11/14/22

**ERO Must Retain This Form — See Instructions  
Do Not Submit This Form to the IRS Unless Requested To Do So**

Form **990**

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2021**

Open to Public Inspection

**A** For the 2021 calendar year, or tax year beginning \_\_\_\_\_, and ending \_\_\_\_\_

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization **NEW HAMPSHIRE HARM REDUCTION COALITION**  
 Doing business as \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**1 WASHINGTON STREET UNIT 3114**  
 City or town, state or province, country, and ZIP or foreign postal code  
**DOVER NH 03821**

**D** Employer identification number  
**83-2689375**

**E** Telephone number  
**603-418-5531**

**F** Name and address of principal officer:  
**JASON LUCEY**  
**101 BELKNAP STREET**  
**DOVER NH 03820**

**G** Gross receipts \$ **567,730**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.NHRC.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: **2019** **M** State of legal domicile: **NH**

**Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: NEW HAMPSHIRE HARM REDUCTION COALITION'S MISSION IS TO DEVELOP, SUPPORT AND PROMOTE POLICIES, PRACTICES AND SERVICES THAT REDUCE THE HARMFUL CONSEQUENCES OF SUBSTANCE USE AND MISUSE IN NEW HAMPSHIRE.			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)	8	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	8	
	5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	
	6	Total number of volunteers (estimate if necessary)	20	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0	
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0		
Revenue			Prior Year	Current Year
	8	Contributions and grants (Part VIII, line 1h)	178,396	525,489
	9	Program service revenue (Part VIII, line 2g)	103,015	42,227
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	11	14
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	20	0
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	281,442	567,730
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14	Benefits paid to or for members (Part IX, column (A), line 4)		0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	15,649	214,148
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶	0	
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	274,695	187,473
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	290,344	401,621	
19	Revenue less expenses. Subtract line 18 from line 12	-8,902	166,109	
Net Assets or Fund Balances			Beginning of Current Year	End of Year
	20	Total assets (Part X, line 16)	95,687	216,548
	21	Total liabilities (Part X, line 26)	58,362	13,114
22	Net assets or fund balances. Subtract line 21 from line 20	37,325	203,434	

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: **JASON LUCEY** Date: \_\_\_\_\_  
 Type or print name and title: **SECRETARY/CHAIR**

**Paid Preparer Use Only**

Print/Type preparer's name: **MICHAEL J. MURPHY** Preparer's signature: \_\_\_\_\_ Date: **11/14/22**  
 Check  if PTIN self-employed: **P00291869**

Firm's name: **MURPHY, POWERS & WILSON CPAS, PC** Firm's EIN: **02-0466387**  
 Firm's address: **ONE MERRILL INDUSTRIAL DRIVE HAMPTON, NH 03842-1942** Phone no.: **603-926-8063**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

X

1 Briefly describe the organization's mission:

NEW HAMPSHIRE HARM REDUCTION COALITION'S MISSION IS TO DEVELOP, SUPPORT AND PROMOTE POLICIES, PRACTICES, AND SERVICES THAT REDUCE THE HARMFUL CONSEQUENCES OF SUBSTANCE USE AND MISUSE IN NEW HAMPSHIRE.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes No X

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes No X

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 338,753 including grants of \$ ) (Revenue \$ 42,227 )

NEW HAMPSHIRE HARM REDUCTION COALITION'S MISSION IS TO DEVELOP, SUPPORT AND PROMOTE POLICIES, PRACTICES, AND SERVICES TAHT REDUCE THE HARMFUL CONSEQUENCES OF SUBSTANCE USE AND MISUSE IN NEW HAMPSHIRE.

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4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

N/A

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

N/A

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 338,753



Part IV Checklist of Required Schedules

Table with 3 columns: Question ID, Question Text, Yes, No. Contains 21 main questions and sub-questions (a-f) regarding organizational requirements and financial reporting.

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**Part IV Checklist of Required Schedules** (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

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**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		X

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No columns. Includes questions 2a through 17 regarding employee reporting, tax returns, unrelated business income, foreign accounts, prohibited transactions, and charitable contributions.

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
1a	8		
1b	8		
2			X
3			X
4			X
5			X
6			X
7a			X
7b			X
8a		X	
8b		X	
9			X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a			X
10b			
11a			X
11b			
12a			X
12b			
12c			
13			X
14			X
15a			X
15b			X
16a			X
16b			

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed ▶ **NH**
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

**ANN SHAW**  
**DOVER**

**67 GROVE STREET APT D**

**NH 03820**

**603-418-5531**

**[Part VII] Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
  - List all of the organization's current key employees, if any. See instructions for definition of "key employee."
  - List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
  - List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
  - List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JOHN BURNS DIRECTOR	5.00 0.00	X						0	0	
(2) MARYDSSA CIVIL DIRECTOR	5.00 0.00	X						0	0	
(3) ARIEL HAYES COM DIRECTOR/FORMER	5.00 0.00	X						0	0	
(4) KARYN HEAVNER TREASURER/FORMER	5.00 0.00	X						0	0	
(5) DEAN LEMIRE SECRETARY/FORMER	5.00 0.00	X						0	0	
(6) JASON LUCEY SECRETARY/CHAIR	5.00 0.00	X		X				0	0	
(7) JOSEPH HANNON MD POLICY DIRECTOR	5.00 0.00	X						0	0	
(8) KERRY NOLTE CHAIR/FORMER	5.00 0.00	X						0	0	
(9) JESSICA PARNELL DIRECTOR	5.00 0.00	X						0	0	
(10) MARK SANTOSKI DATA DIRECTOR/FORMER	5.00 0.00	X						0	0	
(11) ANN SHAW TREASURER	5.00 0.00	X		X				0	0	

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) REBECCA SKY DIRECTOR	5.00 0.00	X		X				0	0	0
CLIENT COPY										
<b>1b Subtotal</b>										
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>										

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

**3** Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual

	Yes	No
3		X

**4** For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual

4		X
---	--	---

**5** Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person

5		X
---	--	---

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII** Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	1a Federated campaigns	1a			
	b Membership dues	1b			
	c Fundraising events	1c			
	d Related organizations	1d			
	e Government grants (contributions)	1e	491,260		
	f All other contributions, gifts, grants, and similar amounts not included above	1f	34,229		
	g Noncash contributions included in lines 1a-1f	1g \$			
	<b>h Total. Add lines 1a-1f</b>		<b>525,489</b>		
<b>Program Service Revenue</b>	2a TRAINING	Business Code	38,006		38,006
	b OUTREACH SUPPLIES		4,221		4,221
	c				
	d				
	e				
	f All other program service revenue				
	<b>g Total. Add lines 2a-2f</b>		<b>42,227</b>		
<b>Other Revenue</b>	3 Investment income (including dividends, interest, and other similar amounts)		14	14	
	4 Income from investment of tax-exempt bond proceeds				
	5 Royalties				
	6a Gross rents	6a			
	b Less: rental expenses	6b			
	c Rental inc. or (loss)	6c			
	d Net rental income or (loss)				
	7a Gross amount from sales of assets other than inventory	(i) Securities (ii) Other			
	b Less: cost or other basis and sales exps.	7b			
	c Gain or (loss)	7c			
	d Net gain or (loss)				
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a			
	b Less: direct expenses	8b			
	c Net income or (loss) from fundraising events				
9a Gross income from gaming activities. See Part IV, line 19	9a				
b Less: direct expenses	9b				
c Net income or (loss) from gaming activities					
10a Gross sales of inventory, less returns and allowances	10a				
b Less: cost of goods sold	10b				
c Net income or (loss) from sales of inventory					
<b>Miscellaneous Revenue</b>	11a	Business Code			
	b				
	c				
	d All other revenue				
	<b>e Total. Add lines 11a-11d</b>				
<b>12 Total revenue. See instructions</b>		<b>567,730</b>	<b>14</b>	<b>0</b>	<b>42,227</b>

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**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	185,309	138,982	46,327	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	13,238	13,238		
10 Payroll taxes	15,601	15,601		
11 Fees for services (nonemployees):				
a Management	8,400		8,400	
b Legal				
c Accounting	2,100		2,100	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	44,469	44,469		
12 Advertising and promotion	4,636	4,636		
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	21,649	21,649		
17 Travel	2,589	2,589		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	431	431		
23 Insurance	9,344	9,344		
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a SYRINGE AND INJECTING SUP	68,706	68,706		
b SYRINGE DISPOSAL	11,389	11,389		
c ADMINISTRATIVE	6,016		6,016	
d JOB SUPPLIES	3,962	3,962		
e All other expenses	3,782	3,757	25	
25 Total functional expenses. Add lines 1 through 24e	401,621	338,753	62,868	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

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**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
<b>Assets</b>	1 Cash—non-interest-bearing	85,175	1	196,981
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	8,258	4	17,313
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 2,326		
	b Less: accumulated depreciation	10b 72	10c 2,254	2,254
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 <b>Total assets.</b> Add lines 1 through 15 (must equal line 33)		95,687	16	216,548
<b>Liabilities</b>	17 Accounts payable and accrued expenses	58,362	17	13,114
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 <b>Total liabilities.</b> Add lines 17 through 25		58,362	26
<b>Net Assets or Fund Balances</b>	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	37,325	27	203,434
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
32 <b>Total net assets or fund balances</b>	37,325	32	203,434	
33 <b>Total liabilities and net assets/fund balances</b>	95,687	33	216,548	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	567,730
2	Total expenses (must equal Part IX, column (A), line 25)	2	401,621
3	Revenue less expenses. Subtract line 2 from line 1	3	166,109
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	37,325
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	203,434

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

**Schedule B  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

▶ Attach to Form 990 or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2021**

Name of the organization <b>NEW HAMPSHIRE HARM REDUCTION COALITION</b>	Employer identification number <b>83-2689375</b>
---	---

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

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**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year

▶ \$ .....

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization

**NEW HAMPSHIRE HARM REDUCTION**

Employer identification number

**83-2689375**

**Part I** Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	HEALTH STRATEGIES OF NEW HAMPSHIRE GOVERNORS OFFICE FOR EMERGENCY RELIEF 1 EAGLE SQUARE CONCORD NH 03301	\$ 28,478	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	NH DHHS CONTRACT 29 HAZEN DRIVE CONCORD NH 03301	\$ 263,654	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	UNH DATA TRACKING UNIVERSITY OF NEW HAMPSHIRE 51 COLLEGE ROAD HEWITT HALL ROOM 111 DURHAM NH 03824	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	NH CONNECTIONS FOR HEALTH 29 HAZEN DRIVE CONCORD NH 03301	\$ 25,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	IDNS FUNDS 29 HAZEN DRIVE CONCORD NH 03301	\$ 64,127	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	GUV GRANT CONCORD 29 HAZEN DRIVE CONCORD NH 03301	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

**NEW HAMPSHIRE HARM REDUCTION**

Employer identification number

**83-2689375**

**Part I** Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	NEW HAMPSHIRE CHARITABLE FUND 37 PLEASANT STREET CONCORD NH 03301	\$ 100,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	AIDS UNITED 1635 EYE STREET NW SUITE 1100 WASHINGTON DC 20006-4003	\$ 7,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
<b>CLIENT COPY</b>			
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization

NEW HAMPSHIRE HARM REDUCTION COALITION

Employer identification number

83-2689375

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors... Yes No, 6 Did the organization inform all grantees... Yes No.

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Form with multiple sections: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution..., 3 Number of conservation easements modified..., 4 Number of states where property subject to conservation easement is located..., 5 Does the organization have a written policy..., 6 Staff and volunteer hours..., 7 Amount of expenses..., 8 Does each conservation easement..., 9 In Part XIII, describe how the organization reports...

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Form with sections: 1a If the organization elected, as permitted under FASB ASC 958, not to report..., 1b If the organization elected, as permitted under FASB ASC 958, to report..., 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain...

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)**

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange program
  - e  Other
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1c     |
| d Additions during the year     | 1d     |
| e Distributions during the year | 1e     |
| f Ending balance                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII  Yes  No

**Part V Endowment Funds.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment  %
- b Permanent endowment  %
- c Term endowment  %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) Unrelated organizations
- (ii) Related organizations

	Yes	No
3a(i)		
3a(ii)		
3b		

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment			72	-72
e Other		2,326		2,326
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				2,254

**Part VII** Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII** Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

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**Part IX** Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X** Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII



**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

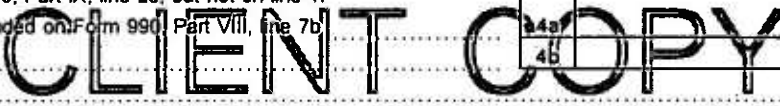
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1 Total revenue, gains, and other support per audited financial statements		1	
2 Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a Net unrealized gains (losses) on investments	2a		
b Donated services and use of facilities	2b		
c Recoveries of prior year grants	2c		
d Other (Describe in Part XIII.)	2d		
e Add lines 2a through 2d		2e	
3 Subtract line 2e from line 1		3	
4 Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b Other (Describe in Part XIII.)	4b		
c Add lines 4a and 4b		4c	
5 Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1 Total expenses and losses per audited financial statements		1	
2 Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a Donated services and use of facilities	2a		
b Prior year adjustments	2b		
c Other losses	2c		
d Other (Describe in Part XIII.)	2d		
e Add lines 2a through 2d		2e	
3 Subtract line 2e from line 1		3	
4 Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b Other (Describe in Part XIII.)	4b		
c Add lines 4a and 4b		4c	
5 Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	



**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

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**Part XIII | Supplemental Information** *(continued)*

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SCHEDULE O  
(Form 990)

Department of the Treasury  
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or Form 990-EZ.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

2021

Open to Public  
Inspection

Name of the organization **NEW HAMPSHIRE HARM REDUCTION  
COALITION**

Employer identification number  
**83-2689375**

FORM 990, PART III, LINE 4D - ALL OTHER ACCOMPLISHMENTS

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990  
FROM 990 IS REVIEWED AND DISCUSSED FOR PRESENTATION AND RECOMMENDATION  
TO THE BOARD OF DIRECTORS FOR APPROVAL. THE FORM 990 WILL HAVE BEEN  
PROVIDED TO ALL MEMBERS OF THE BOARD OF DIRECTORS.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION  
POLICY AND FINANCIAL STATEMENTS ARE AVAILABLE TO THE PUBLIC UPON REQUEST

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FORM 990, PART IX, LINE 11G - OTHER FEES FOR SERVICES

DESCRIPTION

TOT/PROG SERVICE	MGT & GENERAL	FUNDRAISING
\$ 44,469	\$ 0	\$ 0

**SCHEDULE A  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2021**

Open to Public  
Inspection

Name of the organization <b>NEW HAMPSHIRE HARM REDUCTION COALITION</b>	Employer identification number <b>83-2689375</b>
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**Part I Reason for Public Charity Status.** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990).)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: .....
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9  An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: .....
- 10  An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box on lines 12a through 12f that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**  
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						

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12 Gross receipts from related activities, etc. (see instructions) 12

13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2021 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2020 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test—2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <span style="float: right;"><input type="checkbox"/></span>		
b 33 1/3% support test—2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <span style="float: right;"><input type="checkbox"/></span>		
17a 10%-facts-and-circumstances test—2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization <span style="float: right;"><input type="checkbox"/></span>		
b 10%-facts-and-circumstances test—2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization <span style="float: right;"><input type="checkbox"/></span>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <span style="float: right;"><input type="checkbox"/></span>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")			59,545	178,396	525,489	763,430
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose			7	31	14	52
3 Gross receipts from activities that are not an unrelated trade or business under section 513			19,300	103,015		122,315
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5			78,852	281,442	525,503	885,797
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						885,797

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6			78,852	281,442	525,503	885,797
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on					41,227	41,227
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)			78,852	281,442	566,730	927,024

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	95.55 %
16 Public support percentage from 2020 Schedule A, Part III, line 15	16	100.00 %

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests—2021. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

Table with 3 columns: Question, Yes, No. Rows 1-10b containing questions about supported organizations, including IRS status, foreign organizations, and excess business holdings.

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Part IV Supporting Organizations (continued)

Table with 3 columns: Question, Yes, No. Rows 11, 11a, 11b, 11c.

Section B. Type I Supporting Organizations

Table with 3 columns: Question, Yes, No. Rows 1, 2.

Section C. Type II Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1.

Section D. All Type III Supporting Organizations

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Table with 3 columns: Question, Yes, No. Rows 1, 2, 3.

Section E. Type III Functionally Integrated Supporting Organizations

Table with 3 columns: Question, Yes, No. Rows 1, 2, 3, 3a, 3b.



**Part V | Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	
Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	
Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V** | Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions		Current Year		
1	Amounts paid to supported organizations to accomplish exempt purposes			
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity			
3	Administrative expenses paid to accomplish exempt purposes of supported organizations			
4	Amounts paid to acquire exempt-use assets			
5	Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)			
6	Other distributions (describe in Part VI). See instructions.			
7	Total annual distributions. Add lines 1 through 6.			
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.			
9	Distributable amount for 2021 from Section C, line 6			
10	Line 8 amount divided by line 9 amount			
Section E – Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1	Distributable amount for 2021 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required—explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2021			
a	From 2016			
b	From 2017			
c	From 2018			
d	From 2019			
e	From 2020			
f	Total of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2021 distributable amount			
i	Carryover from 2016 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2021 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2021 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2021 Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	Excess distributions carryover to 2022. Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2017			
b	Excess from 2018			
c	Excess from 2019			
d	Excess from 2020			
e	Excess from 2021			

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**Part VI** **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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Form <b>990</b>	<b>Two Year Comparison Report</b>	<b>2020 &amp; 2021</b>
For calendar year 2021, or tax year beginning _____, ending _____		

Name **NEW HAMPSHIRE HARM REDUCTION COALITION** Taxpayer Identification Number **83-2689375**

		2020	2021	Differences
<b>Revenue</b>	1. Contributions, gifts, grants	32,003	34,229	2,226
	2. Membership dues and assessments			
	3. Government contributions and grants	146,393	491,260	344,867
	4. Program service revenue	103,015	42,227	-60,788
	5. Investment income	11	14	3
	6. Proceeds from tax exempt bonds			
	7. Net gain or (loss) from sale of assets other than inventory			
	8. Net income or (loss) from fundraising events			
	9. Net income or (loss) from gaming			
	10. Net gain or (loss) on sales of inventory			
	11. Other revenue	20		-20
	12. Total revenue. Add lines 1 through 11	281,442	567,730	286,288
<b>Expenses</b>	13. Grants and similar amounts paid			
	14. Benefits paid to or for members			
	15. Compensation of officers, directors, trustees, etc.	11,077		-11,077
	16. Salaries, other compensation, and employee benefits	4,572	214,148	209,576
	17. Professional fundraising fees			
	18. Other professional fees	21,996	54,969	32,973
	19. Occupancy, rent, utilities, and maintenance	9,694	21,649	11,955
	20. Depreciation and Depletion	71	431	360
	21. Other expenses	242,934	110,424	-132,510
	22. Total expenses. Add lines 13 through 21	290,344	401,621	111,277
23. Excess or (Deficit). Subtract line 22 from line 12	8,902	166,109	175,011	
<b>Other Information</b>	24. Total exempt revenue	281,442	567,730	286,288
	25. Total unrelated revenue			
	26. Total excludable revenue	103,046	42,241	-60,805
	27. Total assets	95,687	216,548	120,861
	28. Total liabilities	58,362	13,114	-45,248
	29. Retained earnings	37,325	203,434	166,109
	30. Number of voting members of governing body	9	8	
	31. Number of independent voting members of governing body	9	8	
	32. Number of employees	2	5	
	33. Number of volunteers		20	

Form <b>990</b>	<b>Tax Return History</b>	<b>2021</b>
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Name <b>NEW HAMPSHIRE HARM REDUCTION COALITION</b>	Employer Identification Number <b>83-2689375</b>
--	---

	2017	2018	2019	2020	2021	2022
Contributions, gifts, grants				178,396	525,489	
Membership dues						
Program service revenue				103,015	42,227	
Capital gain or loss						
Investment income				11	14	
Fundraising revenue (income/loss)						
Gaming revenue (income/loss)						
Other revenue				20		
<b>Total revenue</b>				<b>281,442</b>	<b>567,730</b>	
Grants and similar amounts paid						
Benefits paid to or for members						
Compensation of officers, etc.				11,077		
Other compensation				4,572	214,148	
Professional fees				21,996	54,969	
Occupancy costs				9,694	21,649	
Depreciation and depletion				71	431	
Other expenses				242,934	110,424	
<b>Total expenses</b>				<b>290,344</b>	<b>401,621</b>	
<b>Excess or (Deficit)</b>				<b>-8,902</b>	<b>166,109</b>	
<b>Total exempt revenue</b>				<b>281,442</b>	<b>567,730</b>	
Total unrelated revenue						
Total excludable revenue				103,046	42,241	
Total Assets				95,687	216,548	
Total Liabilities				58,362	13,114	
Net Fund Balances				37,325	203,434	

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Form **4562**

**Depreciation and Amortization**  
(Including Information on Listed Property)  
▶ Attach to your tax return.

OMB No. 1545-0172

**2021**

Department of the Treasury  
Internal Revenue Service (99)

▶ Go to [www.irs.gov/Form4562](http://www.irs.gov/Form4562) for instructions and the latest information.

Attachment Sequence No. **179**

Name(s) shown on return **NEW HAMPSHIRE HARM REDUCTION COALITION**

Identifying number  
**83-2689375**

Business or activity to which this form relates  
**INDIRECT DEPRECIATION**

**Part I Election To Expense Certain Property Under Section 179**  
Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	1,050,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,620,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2020 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2022. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	431

**Part III MACRS Depreciation (Don't include listed property. See instructions.)**

**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2021	17	0
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

**Section B—Assets Placed in Service During 2021 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property					
b	5-year property					
c	7-year property					
d	10-year property					
e	15-year property					
f	20-year property					
g	25-year property		25 yrs.		S/L	
h	Residential rental property		27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i	Nonresidential real property		39 yrs.	MM	S/L	
				MM	S/L	

**Section C—Assets Placed in Service During 2021 Tax Year Using the Alternative Depreciation System**

20a	Class life				S/L	
b	12-year		12 yrs.		S/L	
c	30-year		30 yrs.	MM	S/L	
d	40-year		40 yrs.	MM	S/L	

**Part IV Summary (See instructions.)**

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	431
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

**Federal Asset Report**

**Form 990, Page 1**

Asset	Description	Date In Service	Cost	Bus. Sec % 179 Bonus	Basis for Depr	Per Conv Meth	Prior	Current
<b>Other Depreciation:</b>								
1	2 LENOVO COMPUTERS	10/30/20	1,719		1,719	5 MO S/L	57	344
2	OFFICE CHAIRS X6	11/10/20	350		350	7 MO S/L	8	50
3	LOCKING FILING CABINET	11/10/20	257		257	7 MO S/L	6	37
	<b>Total Other Depreciation</b>		<u>2,326</u>		<u>2,326</u>		<u>71</u>	<u>431</u>
	<b>Total ACRS and Other Depreciation</b>		<u>2,326</u>		<u>2,326</u>		<u>71</u>	<u>431</u>
	<b>Grand Totals</b>		2,326		2,326		71	431
	Less: Dispositions and Transfers		0		0		0	0
	Less: Start-up/Org Expense		0		0		0	0
	<b>Net Grand Totals</b>		<u>2,326</u>		<u>2,326</u>		<u>71</u>	<u>431</u>

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## Forms 990 / 990-EZ Return Summary

For calendar year 2021, or tax year beginning

, and ending

**NEW HAMPSHIRE HARM REDUCTION  
COALITION**

83-2689375

<b>Net Asset / Fund Balance at Beginning of Year</b>		<u>37,325</u>
<b>Revenue</b>		
Contributions	<u>525,489</u>	
Program service revenue	<u>42,227</u>	
Investment income	<u>14</u>	
Capital gain / loss		
Fundraising / Gaming:		
Gross revenue		
Direct expenses		
Net income		
Other income	<u>0</u>	
<b>Total revenue</b>		<u>567,730</u>
<b>Expenses</b>		
Program services	<u>338,753</u>	
Management and general	<u>62,868</u>	
Fundraising		
<b>Total expenses</b>		<u>401,621</u>
<b>Excess / (deficit)</b>		<u>166,109</u>
Changes		
<b>Net Asset / Fund Balance at End of Year</b>		<u>203,434</u>

CLIENT COPY

**Reconciliation of Revenue**

Total revenue per financial statements	<u>567,730</u>
<b>Less:</b>	
Unrealized gains	
Donated services	
Recoveries	
Other	
<b>Plus:</b>	
Investment expenses	
Other	
<b>Total revenue per return</b>	<u>567,730</u>

**Reconciliation of Expenses**

Total expenses per financial statements	<u>401,621</u>
<b>Less:</b>	
Donated services	
Prior year adjustments	
Losses	
Other	
<b>Plus:</b>	
Investment expenses	
Other	
<b>Total expenses per return</b>	<u>401,621</u>

**Balance Sheet**

	Beginning	Ending	Differences
Assets	<u>95,687</u>	<u>216,548</u>	
Liabilities	<u>58,362</u>	<u>13,114</u>	
<b>Net assets</b>	<u>37,325</u>	<u>203,434</u>	<u>166,109</u>

**Miscellaneous Information**

Amended return \_\_\_\_\_

Return / extended due date 11/15/22

Failure to file penalty \_\_\_\_\_



## 2023 NHHRC Board of Directors

**Jessica Carter (she/her)**

**Chair**

[Jessica.Carter@NHHRC.org](mailto:Jessica.Carter@NHHRC.org)

**Affiliation:** Executive Director of Revive Recovery Resource Center

**John Burns (he/him)**

**Vice Chair**

[John.Burns@NHHRC.org](mailto:John.Burns@NHHRC.org)

**Affiliation:** Director, SOS Recovery Community Organization

**Shannon Swett (she/her)**

**Treasurer**

[Shannon.Swett@NHHRC.org](mailto:Shannon.Swett@NHHRC.org)

**Affiliation:** Vice President of Public Health, Granite United Way

**Bill Davis (he/him)**

**Secretary**

[Bill.Davis@NHHRC.org](mailto:Bill.Davis@NHHRC.org)

**Affiliation:** Director SUD Treatment Project, Foundation for Healthy Communities

**Dan Andrus (he/him)**

**At-large**

[Dan.Andrus@NHHRC.org](mailto:Dan.Andrus@NHHRC.org)

**Affiliation:** Retired

**Jason Lucey (he/him)**

**At-large**

[Jason.Lucey@NHHRC.org](mailto:Jason.Lucey@NHHRC.org)

**Affiliation:** Assistant Professor and Director of Advanced Practice Programs at MGH Institute of Health Professions, School of Nursing

**Helen Mrema (they/them)**

**At-large**

[Helen.Mrema@NHHRC.org](mailto:Helen.Mrema@NHHRC.org)

**Affiliation:** ACLU

**Ellen Plumb, MD (she/her)**

**At-large**

[Ellen.Plumb@NHHRC.org](mailto:Ellen.Plumb@NHHRC.org)

**Affiliation:** Family Physician, Concord Hospital

**Vasuki Nagaraj, MD, MPH, FAAP (he/him)**

**At-large**

[Vasuki.Nagaraj@NHHRC.org](mailto:Vasuki.Nagaraj@NHHRC.org)

**Affiliation:** Chief Medical Officer, Lamprey Health Care

Liz Beaulé



Bio

Work Experience

COVID Vaccine Pathway Coordinator  
NH Harm Reduction Coalition- Statewide  
April 2021 to Present

I am responsible for identifying and building more equitable pathways to vaccines for PWUD in the state of NH through funding from AIDS United and NASTAD. I work with each region of the state to identify barriers for vaccination and provide adequate education on the topic to PWUD. I work to set up vaccine clinics with various partners throughout the state and create pathways to get a vaccine at secondary times and locations.

Care Coordinator  
NH Harm Reduction Coalition- Concord, NH  
November 2020 to Present

I am responsible for identifying, engaging, and building supportive and strengths-based relationships with participants, or potential participants of the Concord Area Syringe Services Program of NHHRC. I facilitate referrals, navigation and linkage to services and supports to meet the self identified needs of program participants. I engage in community street outreach with other collaborative organizations. In working with other organizations through my role I work to best support clients needs and advocate for what they desire out of programs they are engaged with. I help to support and educate other organizations that want to adopt harm reduction principles and act as a contact point for any information they may need when working with PWUD.

Counselor Assistant  
Sobriety Centers of New Hampshire - Antrim, NH  
July 2019 to November 2020

This is a 21 bed all women's 28 day facility. As a CA I work directly with clients to be a form of support and resources. I teach group classes which aid in each client's recovery process. We are responsible for administering and documenting medications for each client. We also document any needed COWS or CIWA. Our main goal is to keep the women in our care safe and sober while they learn tools to cope with their recovery.

Patient Access Coordinator  
Concord Orthopaedics - Concord, NH  
January 2019 to May 2019

Responsible for all new patients coming in through both first time calls into the office and referrals for all 35 doctors of the practice. Answering all incoming calls on the new patient lines. Building new patient accounts. Verify insurance information. Responsible for all incoming faxes regarding new patients and insurance referrals. Sorting, organizing, and designating of all new patient referrals and their placement in the SRS system. All new patient information to be maintained in a 24 hour turnaround time.

Receptionist- Check In Clerk  
GI Associates of NH - Concord, NH  
April 2018 to January 2019

Responsible for making patients phone calls, checking patients in and out of Patients Management system for appointments, collecting co-pays, obtaining all the insurance referrals for patients, scanning paperwork into patients charts, pulling information from patient records and recording messages from incoming and outgoing calls into EMR system, working with patients to resolve customer service issues, working with the Concord Hospital system Cerner to pull patients records, and any other tasks needed in the day to day office.

Optical Shop Assistant  
Concord Eye Center  
March 2017 to April 2018

Responsible for making calls, helping patients with glasses, and maintaining optical shops appearance, keeping track of orders and stock, keeping track of shipments, scanning paperwork into patients charts, pulling information from patient records and recording messages from incoming and outgoing calls and dealing with all customer service issues.

Patient Care Coordinator  
Concord Eye Center  
May 2015 to March 2017

Responsible for taking phone calls, making appointments for patients, triaging medical issues and recording issues into Allscripts Patient Management, scanning paperwork into patients charts, pulling information from patient records and recording messages from incoming and outgoing calls keeping track of patient medical records and troubleshooting any and all customer service issues.

Education  
High School Diploma  
John Stark Regional High School - Weare, NH  
Bachelor's degree in Psychology  
New England College - Henniker, NH  
CRSW Recovery Coach Academy

Volunteer Work  
Student Activist Coordinator with Amnesty International  
January 2013 to January 2015

I was responsible for all youth groups with Amnesty International in the state of NH. I helped them organize protests, put together campaigns and kept track of the activities they were running. I attended regional and national training for human rights as a coordinator with the program

# Palana Belken

Organizer. Manager. Advocate. Storyteller.



## EXPERIENCE

### **New Hampshire Harm Reduction Coalition** *Director of Operations*

JUNE 2022 - PRESENT

### *Care Coordinator*

JANUARY 2021 - JUNE 2022

### **City of Rochester — City Councilor**

JANUARY 2020 - JANUARY 2022

Elected as a Ward 2 City Councilor. Member of Community Development Committee, Public Safety Committee, and Arts & Culture Commission.

### **American Civil Liberties Union of New Hampshire — Trans Justice Organizer**

SEPTEMBER 2018 - NOVEMBER 2020

Organizing communities statewide to advance trans lived equality. Developing volunteer leadership with original training materials. Drafting weekly action alerts to volunteers. Lobbying of elected officials. Publishing comprehensive original research.

### **Teatotaller — Her Majesty**

FEBRUARY 2017 - SEPTEMBER 2018

General manager of mixed-use cafe space. Developing original entertainment programming and food events. Maintaining cafe website, mailing list, and social media platforms.

## VOLUNTEER

### **NH Women's Foundation — Board Member**

JANUARY 2021 - PRESENT

### **603 Forward — Board Member**

JANUARY 2019 - DECEMBER 2022

### **Affirming Spaces Project — Co-Founder**

MARCH 2020 - NOVEMBER 2021

## EDUCATION

Bay State College, Boston, MA  
Bachelor of Science  
September 2007 - May 2011

Freedom For All Americans  
LGBT University  
Certificate  
January 2018-March 2018

## PUBLICATIONS

The Case for Lived Equality in the Classroom, ACLU-NH, December 2020.

Eight-time columnist, Seacoast Media Group, 2018-Present.

## OTHER VOLUNTEER EXPERIENCE

Candidate, Palana For Mayor. July-November 2021.

LGBTQ Coalition Chair, Emmett Soldati for EC2. January-September 2020.

Volunteer, Freedom New Hampshire, October 2017-May 2018.

# Lisa Chapman

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I am an experienced professional with strong planning, customer service, and project management skills who enjoys working with organizations who provide opportunities for me to enhance my skills while working to serve the community.

## Work Experience

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### ***Project Coordinator for Integrated Delivery Network, Region 6***

Independent Contractor - County of Strafford, NH      September 2019 to present

- Website updates
- Google Business email account management
- Meetings and events coordination
- Scholarship processing
- Invoice management
- Large group email communication
- General organizational support

### ***Grants Coordinator/Policies and Procedures Manager***

Lamprey Health Care – Newmarket, NH (partially remote)      August 2020 to present

- Management of 300+ policies and procedures
- Administer grants process
- Board of Directors liaison
- Project coordination
- Create and maintain organizational chart
- Prepare insurance renewal applications
- Process and file tax abatement documents

### ***Administrative Assistant***

Lamprey Health Care – Newmarket, NH      October 2014 to August 2020

- Provide administrative support to CEO, CFO, and other senior executives
- Schedule and assist with corporate meetings
- Conduct quarterly training for staff on Outlook and WebEx
- Maintain policies and procedures
- Prepare insurance renewal applications
- Process and file tax abatement documents
- Screen phone calls and emails
- Arrange travel for conferences
- Process mail, log checks, and prepare deposit
- Create and maintain organizational chart
- Board of Directors liaison
- Suggest and implement process improvements
- Purchasing Lead
- Contracts and vendor coordination

### ***Executive Administrative Assistant II, III, IV***

Applied Materials - Santa Clara, CA & remote      December 2000 to August 2014

# Lisa Chapman

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- Provided administrative support to senior executives and their groups
- Provided executive administrative support to General Manager and staff of \$2B services division
- Screened emails and phone calls for senior executives, responding when appropriate
- Maintained strict confidentiality of sensitive information such as personnel, financial, and legal information
- Coordinated company events including the annual employee picnic, staff off-site meetings, Town Hall meetings, and global conferences
- Prepared travel arrangements, presentations, and expense reports
- Updated group calendars and databases
- Reviewed and approved expense reports, accounts payable requests, statements of work, purchase orders, HR requisitions, shipping requests, payroll requests, inventory adjustments, cell phone requests, etc., for General Manager, Vice Presidents, and other executives
- Kept updated travel schedules for senior management and groups within the organization
- Acted as a liaison between various departments and all levels of management
- Managed employee award programs
- Coordinated small group discussions with executives as a vehicle for staff to share ideas and opinions
- Organized, edited, and distributed a newsletter and other communications
- Lead and mentored a group of 5 executive administrators
- Awarded Employee of the Quarter in two separate quarters
- Promoted to highest grade level possible within my division; consistently received highest rating in performance evaluations

## ***Executive Administrative Assistant I, II***

- Provided administrative support to senior staff members and their groups
- Maintained schedules for site managers and operations directors in Services group supporting company's largest and most strategic customer
- Prepared new hire packets, assisted with new hire orientation, and tracked training progress
- Processed timecards for 75+ field service engineers
- Coordinated large group meetings, both on-site and off-site
- Distributed mail
- Filed documents
- Worked at company office and customer's site

## ***Administrative Assistant***

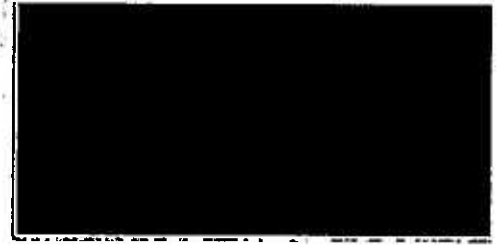
Protemp (assigned to Applied Materials) - Santa Clara, CA July 2000 to December 2000

- Provided administrative assistance to a senior director, a site manager, and a group of engineers

## ***Customer Service Associate***

Oxford Health Plans - Nashua, NH June 1997 to June 2000

# HAN HAMEL



## Hello!

I'm a graphic designer who strives to be innovative, collaborative, authentic, and empathetic in all areas of my life. I care deeply about human, animal, and environmental rights and aim to use my talents as a graphic designer to bring awareness to these topics.

## Skills

Graphic design (6 years)

Social media content creation (6 years)

Social media management (6 years)

Google workspace (6 years)

Adobe Suite (6 years)

Wordpress/Wix (2 year)

Product development (2 years)

Canva (5 years)

## Experience

### DIRECTOR OF MARKETING AND SOCIAL ENGAGEMENT

*New Hampshire Harm Reduction Coalition | Feb 2022 - Current*

As the Director of Marketing I have the pleasure of creating all of our digital and printed materials. This entails designing social media graphics/videos, posters, stickers, t-shirts, flyers, and blog/website graphics. Along with being the resident graphic designer I also manage the social media. This encompasses copy writing, analytic/engagement tracking, engaging with our followers and more.

### ARTS AMBASSADOR ENGAGEMENT COORDINATOR

*Arts Alive Inc. | Aug 2021 - April 2022*

As the Arts Ambassadors Engagement Coordinator I planned and hosted virtual and in person meetups for our Ambassadors. I created graphics and email copy for our Ambassadors so they could use them to advocate for the arts. Additionally, I managed Arts Alive's social media (Facebook, Instagram, LinkedIn) and wrote blogs posts that highlighted the Monadnock Region.

## Education

BFA & *cum laude* from New Hampshire Institute of Art  
2013 - 2016

[VIEW MY LINKEDIN HERE](#)

## References

Jessica Gelter

*Executive Director of Arts Alive Inc.*



## Rebecca L. Martin

Highly organized and detail-oriented person in long-term recovery who works well independently and/or in a team-oriented environment. Hardworking individual who excels at multitasking and solving difficult problems efficiently and promptly.

### Work History:

#### *Case Manager II*

Riverbend Community Mental Health Center, Concord NH August 2021 - Present  
Doorway at Concord

- Coordinate treatment referrals for clients based on insurance coverage and level of care.
- Community outreach with local partners to provide resources, education, and harm-reduction supplies
- Assist clients with overcoming barriers to treatment including transportation, recovery and community housing, food stamps, and medical insurance.
- Track, document, and process flex funds related to the client's usage
- Enter data for WITS, maintain, track, and complete GPRAs for current and previous clients

#### *Recovery Support Specialist/ CRSW*

Riverbend Community Mental Health Center, Concord NH March 2019 - August 2021  
Doorway at Concord

- Provide support to clients in person or via Zoom/Doxy telehealth with recovery-oriented skills, activities of daily living, socialization, and community integration
- Maintain and enter notations in EMR according to Riverbend policies and procedures
- Complete orientation documentation with clients for consent to treat, rights & responsibilities, CFR 42 Part 2 Privacy and releases of information.
- Coordinate care for clients regarding outgoing referrals including treatment provider contact.
- Track, document, and promote Naloxone distribution for clients and community organizations.
- Answer and provide support to incoming internal and 211 calls.

#### *Senior Business Development Representative*

September 2018 - March 2019

Good Leads - Nashua, NH

- Outbound cold calls to initiate B2B interactions
- Provided client with lead contacts to further business sales and feedback regarding provided contact lists
- Utilized Linked In Sales Navigator to obtain new contacts for client

#### *True Religion Team Lead Supervisor*

November 2017 to September 2018

OnBrand24 - Portsmouth, NH

- Monitored CSRs in order to ensure that all calls were handled in an accurate and professional manner according to True Religion policies and procedures
- Conducted employee training, coaching, and disciplinary action when necessary
- Identified and resolved customer complaints

#### *Overnight Supervisor*

October 2014 to August 2015

McDonald's - Main St. Concord, NH

- Supervised overnight staff; distributed tasks and assigned positions
- Kept restaurant neat, clean, and secure while also assisting and serving customers
- Solved customer dissatisfaction in a professional, and courteous manner.

#### *Medical Assistant/Office Supervisor*

February 2007 to September 2008

Dr. Bijoy Kundu Family Practice -- Manchester, NH

- Performed clerical duties; word processing, data entry, call logs, faxing, and filing.
- Performed procedures including blood draw, lung velocity, vaccinations, bone density, and EKGs.
- Trained staff and aided students with quality control, medical ethics/codes, and office procedures

### Education and Certification:

#### *Certified Recovery Support Worker CRSW*

October 2020 - Present

NH Board of Licensing for Alcohol and Other Drug Use Professionals

*Bachelor's Degree in Human Services - Concentration in Addiction Studies*

Oct 2018 - Present

Southern NH University - In Progress

*Medical Assistant Training*

Seacoast Career School - Manchester, NH Graduated May 2007

Certified Medical Assistant



**Lauren E McGinley**

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**Objective**

I welcome the opportunity to work as an integral part of a team of community members that are dedicated to the health, safety, and advocacy of people living in New Hampshire and the surrounding area.

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**Work Experience**

**Granite United Way**

Manchester, NH

Concord, NH

Ossipee, NH

603-625-6939

Sr. Director of Public Health, Granite United Way

211 NH State Opioid Response Project Director, January 2019-Current

211 NH Resource Database Manager, March 2018-December 2018

I am the Sr. Director of Public Health for Granite United Way, overseeing two teams of public health professionals located in two regions of the state of New Hampshire. Currently, I am also serving as the State Opioid Response Project Director for 211 NH and Granite United Way. This position is responsible for representing 211 NH in the planning and implementation of the new statewide Doorways project.

**New Generation Inc.**

Greenland, New Hampshire

603-436-4989

Parenting Education and Aftercare Coordinator, August 2012-February 2018

Whole Health Outreach Coordinator August 2008-August 2012

I was the Parenting Education and Aftercare Coordinator at New Generation Inc, in Greenland, New Hampshire. This is a facility dedicated to providing long term support, education, and shelter to homeless families. I directed all educational programming and aftercare programming for both current and past residents. My previous position as the Whole Health Outreach Coordinator involved developing the current policies and practices of the shelter programming.

**Joan G. Lovering Health Center**

Greenland, NH

603-436-7588

Clinic Support Staff, October 2013 - February 2017

In October of 2013 I was excited to begin working with The Joan G. Lovering Health Clinic (formerly the Feminist Health Center). Duties included health counseling, organizational tasks, proficient use of Word and Excel, and the scheduling of appointments with a strong understanding and commitment to HIPAA standards.

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### **Education**

#### **Goddard College**

123 Pitkin Rd.

Plainfield, VT, 05667

Attended Goddard College's Bachelors of Health Arts and Sciences Program.

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### **Skills and Certifications**

#### **Certified Facilitator**

##### **The Nurturing Parenting Program**

This is an evidence based parent/child education program. I facilitate one weekly group session with 7-10 women and one weekly individual sessions with each participating family.

#### **Certified Red Cross First Aid/ CPR/ AED Instructor**

I am titled as an "Authorized Provider" to instruct and certify individuals in First Aid, CPR and AED. I am able to provide this service to the employees and volunteers of the organization that employs me.

#### **Certified Infant Massage Instructor**

Liddle Kidz Foundation

I am able to provide professional instruction of the techniques of infant massage to parents and caregivers. I recently traveled to Vietnam with 14 other women to introduce nurturing touch and care techniques to 10 different orphanages throughout the country.

#### **Certified HCV Basic Educator and Counselor**

##### **HCV Advocate**

I am certified to provide education on the most current prevention methods and health practices concerning Hepatitis C.

#### **Certified in CPI (Crisis Prevention and Intervention)**

I have attended many different trainings offered by the State of New Hampshire, including workshops on Substance Abuse Counseling, Suicide Prevention, and Bloodborne Pathogen Education.

# Anastasia McGrath



## **Education**

### **Bachelor of Science in Accounting**

Southern New Hampshire University - Manchester, NH August 2021 to July 2024

### **Associate of Science in Accounting**

Southern New Hampshire University - Manchester, NH July 2019 to June 2021

## **Work Experience**

### **Human Resources/ Payroll/ Accounting Specialist and Manager**

Silvalinings Assembly, LLC - Remote

April 2021 to January 2023

- Calculating net salaries, deductions, and withholdings
- Updating payroll files and general ledger
- Resolving payroll issues
- Participate in payroll audits
- Oversee employee paychecks
- Ensure payroll and tax documents are accurate
- Prepare accounting files, records, and schedules
- Monitor paid and unpaid leaves
- Process overtime earnings or holiday deductions
- Resolve payroll problems (e.g. overlooked bank holidays, late payments, etc.)
- Answer employee questions concerning payroll
- Participate in payroll audits
- Ensure compliance with governmental laws on payroll accounting and taxes
- Maintain HR Systems and processes
- Conduct performance and salary reviews
- Investigate employee issues and conflicts, bring them to a resolution

Customer Service Representative Installation Made Easy, Inc. - Remote

October 2020 to April 2021

- Handle customer complaints
- Keep records of customer interactions
- process customer accounts and file documents.
- Follow communication procedures, guidelines and policies

**Direct Care Professional**

The Institute of Professional Practice - Concord, NH  
September 2019 to February 2020

(laid off due to covid-19)

- Attend to the needs of each resident, including assisting them with grooming, bathing, hygiene, toileting to include incontinence, feeding and communicating other individual needs they may have
- Support the needs and goals of each resident by taking them to medical appointments, to visit family and friends, to preferred leisure/recreational activities, and encouraging them to socialize with peers
- Follow all physicians' orders, including administration of medication

**Warehouse Clerk**

Rustic Crust - Pittsfield, NH  
August 2018 to August 2018

(Temp- filling in for maternity leave employee)

- Incoming and outgoing inventory check/ paperwork
- Billing
- Scheduling appointments with vendors/ buyers
- Creating and revising all paperwork with companies
- Organizing previous years paperwork and inventory check
- Creating shipping labels

Service Appointment Coordinator Auto Serv of Tilton -  
Tilton, NH

June 2017 to September 2017

- Answering Incoming and making outgoing calls
- Scheduling appointments
- Answering questions about cars
- Coding and Scanning
- Organizing car info/ billing packets
- Creating/ revising titles

# Kellene Mulcahy



Authorized to work in the US for any employer

## Work Experience

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### **Care Coordinator**

NHHRC - Manchester, NH  
January 2022 to Present

Distributes naloxone to individuals within the community.  
Provide and distribute harm reduction supplies ie:safe sex supplies, wound care supplies, safe injection supplies, and assist in any way to help individuals reduce harm when not making the safest decisions.  
Comment and properly dispose of used syringes.

### **Public Health Advisor**

BPHC - Boston, MA  
October 2019 to November 2021

1. Educate participants on harm reduction model as it pertains to substance use.
1. Conduct HIV, Hep C and STI testing. Set up proper referrals upon a positive diagnosis.
2. Educate participants on safe injection practices.
3. Provide new syringes and safe injection supplies to participants.
4. Conduct outreach within the community to spread awareness of harm reduction and safe injection practices.
5. Refer participants to appropriate medical, mental health or substance use providers.

### **Aftercare Coordinator/Case manager**

Dimock Detox - Roxbury, MA  
August 2018 to October 2019

- Work directly with clients to get a better understanding of their treatment goals.
- Fax all necessary paperwork to corresponding facilities to be reviewed for admission to said program.
- Keep regular contact with surrounding CSS/TSS programs to be able to send clients to further treatment when it is their time to move on.
- Keep an ongoing, professional relationship with numerous MAT providers/clinics, CSS/TSS programs and any other resources needed to best serve our clients.
- Schedule MAT appointments and obtain bridge prescriptions for clients upon discharge.
- Break down client charts, fill out and have client sign all necessary discharge documents.

### **Intake/Recovery Specialist**

Gavin Foundation - Quincy, MA  
July 2017 to August 2018

- Run billing and Census reports to review previous day's admissions for errors and rectify.

- Maintain Census boards for consistency.
- Generate/collect transfer paperwork, confirming insurance authorizations have been obtained.
- Process transfers, completing EMR transfer and signing forms.
- Welcome new clients and answer family questions and concerns
- Process admissions electronically
- Observe client urine and shower (per protocol)
- Search, Inventory and treat all client belongings in bed bug machines. Wash & Dry laundry for incoming ATS clients if needed.
- Maintain Proper storage of belongings, documenting when belongings are left behind.
- Deliver CSS clients to unit, orienting client and documenting new admission's arrival on all boards.

### **Relief Staff**

Meridian House - East Boston, MA  
November 2017 to January 2018

- Ensure the health and safety of the individuals at all times through a conscientious awareness of their activities and assist as needed.
- Assist in implementing and teaching ISP/PSTP goals and objectives, as well as agency requirements through the implementation of all protocols and communication systems.
- Ensure proper administration and documentation of all medication.
- Participate in housekeeping and maintenance of the house and vehicle.
- Conduct self in a professional manner in all interactions with residents and co-workers.
- Participate in monthly supervision with program coordinator.

### **Recovery Specialist**

Dimock Center - Roxbury, MA  
October 2016 to April 2017

- Maintaining order and structure on the unit with and for the clients, making sure the milieu runs and operates smoothly and effectively.
- Helping clients feel comfortable and safe while detoxing and transitioning into further treatment.
- Assisting the nursing and administration staff with the intake and assessment process of the clients' day to day activities and discharges.
- Enforces rules and taking necessary disciplinary action when needed.

### **Store Manager**

Dunkin Donuts - Salem, MA  
May 2015 to July 2016

- Providing excellent and efficient customer service.
- Putting together weekly employee schedule
- Placing and receiving weekly food/ supply deliveries
- Calculating and submitting weekly payroll
- Training employees
- Resolving workplace issues/ conflicts
- Bank runs/ money drops
- Cashing in/out at beginning and end of shifts
- Printing daily reports

## Education

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### **Bachelor's in Public health**

SNHU - Manchester, NH

September 2019 to Present

### **High school or equivalent**

## Skills

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- Case Management
- Time Management
- training
- Outlook
- Documentation
- retail sales
- ATS
- CSS
- Insurance Verification
- Public health

## Certifications and Licenses

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### **Drug and Alcohol Counseling**

Present

Completed Core classes for ACEP program at Umass Boston.

Contractor Name  
Key Personnel

Name	Job Title	Salary Percent Paid from this Contract	Salary Amount Paid From This Contract
Lauren McGinley	Executive Director	50%	46,926
Palana Belken	Director of Operations	50%	33,170
TBD	Director of Care Coordination	70%	44,940
Lisa Chapman	Project Director	80%	53,508
Han Hamel	Director of Marketing and Engagement	90%	50,085
Ana McGrath	Grants and Finance Manager	80%	51,200
Elizabeth Beale	Care Coordinator	100%	44,772
Kellene Mulcahy	Care Coordinator	100%	45,000
Rebecca Martin	Care Coordinator	100%	45,000
TBD	Director of Education and TA	50%	31,000



14  
GOC



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

Lori A. Shibbinette  
Commissioner

Patricia M. Tilley  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

April 14, 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 of Public Health Services, to amend an existing contract New Hampshire Harm Reduction Coalition (VC# 330454), Dover, New Hampshire, for harm reduction services in Syringe Services Programs in order to reduce the rate of opioid misuse and infectious disease complications associated with opioid use, by exercising a contract renewal option by increasing the price limitation by \$1,341,246 from \$770,000 to \$2,111,246 and by extending the completion date from August 31, 2022 to August 31, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on August 26, 2020, item #17.

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90050406	\$311,428	\$0	\$311,428
2022	102-500731	Contracts for Prog Svc	90050406	\$392,834	\$0	\$392,834
2023	102-500731	Contracts for Prog Svc	90050406	\$65,738	\$497,392	\$563,130
2024	102-500731	Contracts for Prog Svc	90050406	\$0	\$93,854	\$93,854
			<b>Subtotal</b>	<b>\$770,000</b>	<b>\$591,246</b>	<b>\$1,361,246</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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**05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,  
SABG ADDITIONAL (100% FEDERAL FUNDS)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Pub Asst and Relief	92055502	\$0	\$211,452	\$211,452
2023	074-500589	Grants for Pub Asst and Relief	92055502	\$0	\$538,548	\$538,548
			<b>Subtotal</b>	<b>\$0</b>	<b>\$750,000</b>	<b>\$750,000</b>
			<b>Total</b>	<b>\$770,000</b>	<b>\$1,341,246</b>	<b>\$2,111,246</b>

**EXPLANATION**

The purpose of this request is to increase harm reduction services by expanding geographical reach and care coordination to clients in Syringe Service Programs in order to reduce the rate of opioid misuse and infectious disease complications associated with opioid use. Services provided comply with NH RSA-318:43 Syringe Services Programs Authorized. Overdose Data to Action (OD2A) funds will cover operations related to current linkage to care activities. In addition, funds through the Substance Abuse Prevention and Treatment Block Grant (SABG) will be used to support expansion of the current successful models of linkage to care in new regions of the state that do not currently have harm reduction based linkage to care services. All activities covered with this funding are related to strengthening and expanding the linkage to care programs. Funds awarded under this contract may not be used for the procurement of syringes.

Approximately 1,500 individuals who are at greatest risk for infectious disease complications due to drug use will be served statewide during State Fiscal Year 2023.

The Contractor will continue to provide enhanced Syringe Services Programs that include Harm Reduction Services in the Greater Concord, Manchester, Nashua, Keene, Upper Valley Lakes Region, and Seacoast areas. Each area has a Care Coordinator who establishes and maintains effective relationships in the community to provide referrals, navigation, and linkage services to reduce opioid misuse and infectious disease complications. Care Coordination Services provided to individuals include one-on-one consultations during outreach activities relative to appropriate services available to individuals; in-depth guidance on confidentiality and its limits; support to participants through telephone calls and texts as appropriate; and communication with referral agencies.

The Department will monitor and ensure services are provided by the Contractor in accordance with NH RSA-318:43.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

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

Area served: Statewide

Source of Federal Funds: Assistance Listing Number CFDA #93.136, FAIN #NU17CE924984; and Assistance Listing Number CFDA #93.136, FAIN #TI083509.

Respectfully submitted,



*LAS*  
Lori A. Shibanette  
Commissioner

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

This Amendment to the Harm Reduction Services within Syringe Service Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Harm Reduction Coalition ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2020 (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions To Standard Contract Provisions, Paragraph 3, Subparagraph 3.3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
August 31, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,111,246
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by Federal funds:
    - 1.1. 64%, STRATEGY 6: Linkage to Care, Supporting Syringe Services, as awarded on August 12, 2019, by the US Center for Disease Control and Prevention, NH Overdose Data to Action Program (NH 0D2A), CFDA #93.136, FAIN #NU17CE924984.
    - 1.2. 36%, DHHS Substance Abuse and Mental Health Services Administration, SAPT-BG-COVID19, as awarded on March 15, 2021, by the Centers for Disease Control and Prevention, CFDA #93.136, FAIN #TI083509. Funding expires March 14, 2023.
4. Modify Exhibit C, Payment Terms, Section 4, to read:
  4. Notwithstanding Section 3 above, monthly payments will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items in Exhibit C-1 Budget through Exhibit C-7 Budget – Amendment #1.
5. Add Exhibit C-4 Budget – Amendment #1 through Exhibit C-7 Budget – Amendment #1, which are attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

4/25/2022

Date

DocuSigned by:  
*Patricia M. Tilley*  
845E918E5BFD47C8  
Name: Patricia M. Tilley  
Title: Director

New Hampshire Harm Reduction Coalition

4/20/2022

Date

DocuSigned by:  
*Lauren McGinley*  
B2E54E581C7CA31  
Name: Lauren McGinley  
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

4/28/2022

Date

DocuSigned by:  
*Takhmina Rakhmatova*  
Name: Takhmina Rakhmatova  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

Exhibit C-4 Budget, Amendment #1

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

Contractor Name: New Hampshire Harm Reduction Coalition

Project Title: Harm Reduction Services within Syringe Service Programs

Budget Period: Date of G&C Approval to June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 75,000.00	\$ 7,500.00	\$ 83,233.34	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 7,500.00	\$ 83,233.34
2. Employee Benefits	\$ 15,000.00	\$ 1,500.00	\$ 16,573.34	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 1,500.00	\$ 16,573.34
3. Consultants	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Repair and Maintenance	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 17,000.00	\$ 1,700.00	\$ 19,300.00	\$ -	\$ -	\$ -	\$ 17,000.00	\$ 1,700.00	\$ 19,300.00
Office	\$ 136.38	\$ 13.64	\$ 150.00	\$ -	\$ -	\$ -	\$ 136.38	\$ 13.64	\$ 150.00
6. Travel	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 350.00	\$ 3,850.00
7. Occupancy	\$ 8,000.00	\$ 800.00	\$ 8,800.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 800.00	\$ 8,800.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 220.00	\$ 22.00	\$ 242.00	\$ -	\$ -	\$ -	\$ 220.00	\$ 22.00	\$ 242.00
Postage	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Subscriptions	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
Audit and Legal	\$ 4,300.00	\$ 430.00	\$ 4,790.00	\$ -	\$ -	\$ -	\$ 4,300.00	\$ 430.00	\$ 4,790.00
Insurance	\$ 5,333.33	\$ 533.33	\$ 5,866.66	\$ -	\$ -	\$ -	\$ 5,333.33	\$ 533.33	\$ 5,866.66
Board Expenses	\$ 100.00	\$ 10.00	\$ 110.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 10.00	\$ 110.00
9. Software	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 500.00	\$ 5,500.00
10. Marketing/Administrative	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
11. Staff Education and Training	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 400.00	\$ 4,400.00
12. Subcontracts/Agreements	\$ 15,200.00	\$ 1,520.00	\$ 16,720.00	\$ -	\$ -	\$ -	\$ 15,200.00	\$ 1,520.00	\$ 16,720.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Biohazard Disposal Services	\$ 8,000.00	\$ 800.00	\$ 8,800.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 800.00	\$ 8,800.00
IM Narcan Purchase	\$ 12,546.06	\$ 1,254.60	\$ 13,800.66	\$ -	\$ -	\$ -	\$ 12,546.06	\$ 1,254.60	\$ 13,800.66
<b>TOTAL</b>	<b>\$ 192,229.09</b>	<b>\$ 19,222.91</b>	<b>\$ 211,452.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 192,229.09</b>	<b>\$ 19,222.91</b>	<b>\$ 211,452.00</b>

Indirect As A Percent of Direct 10.0%

Exhibit C-5 Budget, Amendment #1

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

Contractor Name: New Hampshire Harm Reduction Coalition

Project Title: Harm Reduction Services within Syringe Service Programs

Budget Period: July 1, 2022 to June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 227,000.00	\$ 22,700.00	\$ 249,700.00	\$ -	\$ -	\$ -	\$ 227,000.00	\$ 22,700.00	\$ 249,700.00
2. Employee Benefits	\$ 45,200.00	\$ 4,520.00	\$ 49,720.00	\$ -	\$ -	\$ -	\$ 45,200.00	\$ 4,520.00	\$ 49,720.00
3. Consultants	\$ 8,000.00	\$ 800.00	\$ 8,800.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 800.00	\$ 8,800.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Repair and Maintenance	\$ 250.00	\$ 25.00	\$ 275.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 25.00	\$ 275.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 26,600.00	\$ 2,660.00	\$ 31,660.00	\$ -	\$ -	\$ -	\$ 26,600.00	\$ 2,660.00	\$ 31,660.00
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 9,718.18	\$ 971.82	\$ 10,690.00	\$ -	\$ -	\$ -	\$ 9,718.18	\$ 971.82	\$ 10,690.00
7. Occupancy	\$ 22,500.00	\$ 2,250.00	\$ 24,750.00	\$ -	\$ -	\$ -	\$ 22,500.00	\$ 2,250.00	\$ 24,750.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 600.00	\$ 60.00	\$ 726.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 726.00
Postage	\$ 900.00	\$ 90.00	\$ 990.00	\$ -	\$ -	\$ -	\$ 900.00	\$ 90.00	\$ 990.00
Subscriptions	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
Audit and Legal	\$ 13,080.00	\$ 1,308.00	\$ 14,388.00	\$ -	\$ -	\$ -	\$ 13,080.00	\$ 1,308.00	\$ 14,388.00
Insurance	\$ 10,590.91	\$ 1,059.09	\$ 11,650.00	\$ -	\$ -	\$ -	\$ 10,590.91	\$ 1,059.09	\$ 11,650.00
Board Expenses	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
11. Staff Education and Training	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00
12. Subcontracts/Agreements	\$ 49,490.00	\$ 4,949.00	\$ 54,439.00	\$ -	\$ -	\$ -	\$ 49,490.00	\$ 4,949.00	\$ 54,439.00
13. Other (specific details mercuristery)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Biohazard Disposal Services	\$ 24,000.00	\$ 2,400.00	\$ 26,400.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ 2,400.00	\$ 26,400.00
IM Narcan Purchase	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Overdose Prevention Mobile Van	\$ 30,000.00	\$ 3,000.00	\$ 33,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 3,000.00	\$ 33,000.00
<b>TOTAL</b>	<b>\$ 489,589.99</b>	<b>\$ 48,958.91</b>	<b>\$ 538,548.90</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 489,589.99</b>	<b>\$ 48,958.91</b>	<b>\$ 538,548.90</b>
Indirect As A Percent of Direct			10.0%						



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

Contractor Name: New Hampshire Harm Reduction Coalition

Project Title: Harm Reduction Services within Syringe Service Programs (OOZA Funds)

Budget Period: July 1, 2022 to June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 214,649.64	\$ 21,464.68	\$ 236,114.50	\$ -	\$ -	\$ -	\$ 214,649.64	\$ 21,464.68	\$ 236,114.50
2. Employee Benefits	\$ 30,549.00	\$ 3,054.90	\$ 33,603.90	\$ -	\$ -	\$ -	\$ 30,549.00	\$ 3,054.90	\$ 33,603.90
3. Consultants	\$ 4,500.00	\$ 450.00	\$ 4,950.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 450.00	\$ 4,950.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Repair and Maintenance	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
Purchase/Depreciation	\$ 100.00	\$ 10.00	\$ 110.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 10.00	\$ 110.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
Office	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 500.00	\$ 5,500.00
6. Travel	\$ 4,500.00	\$ 450.00	\$ 4,950.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 450.00	\$ 4,950.00
7. Occupancy	\$ 20,340.00	\$ 2,034.00	\$ 22,374.00	\$ -	\$ -	\$ -	\$ 20,340.00	\$ 2,034.00	\$ 22,374.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,560.00	\$ 556.00	\$ 6,116.00	\$ -	\$ -	\$ -	\$ 5,560.00	\$ 556.00	\$ 6,116.00
Postage	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Subscriptions	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Audit and Legal	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 500.00	\$ 5,500.00
Insurance	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00
Board Expenses	\$ 100.00	\$ 10.00	\$ 110.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 10.00	\$ 110.00
9. Software	\$ 2,100.00	\$ 210.00	\$ 2,310.00	\$ -	\$ -	\$ -	\$ 2,100.00	\$ 210.00	\$ 2,310.00
10. Marketing/Communications	\$ 5,500.00	\$ 550.00	\$ 6,050.00	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 550.00	\$ 6,050.00
11. Staff Education and Training	\$ 7,500.00	\$ 750.00	\$ 8,250.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 750.00	\$ 8,250.00
12. Subcontracts/Agreements	\$ 73,476.00	\$ 7,347.60	\$ 80,823.60	\$ -	\$ -	\$ -	\$ 73,476.00	\$ 7,347.60	\$ 80,823.60
13. Other (specific detail mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overdose Prevention Mobile Unit	\$ 50,000.00	\$ 5,000.00	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 5,000.00	\$ 55,000.00
<b>TOTAL</b>	<b>\$ 452,174.64</b>	<b>\$ 45,217.48</b>	<b>\$ 497,392.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 452,174.64</b>	<b>\$ 45,217.48</b>	<b>\$ 497,392.00</b>

Indirect As A Percent of Direct

10.0%

*Handwritten signature*

Exhibit C-7 Budget, Amendment #1

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

Contractor Name: New Hampshire Harm Reduction Coalition

Project Title: Harm Reduction Services within Syringe Service Programs (002A Funds)

Budget Period: July 1, 2023 to August 31, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 49,401.89	\$ 4,940.18	\$ 54,342.07	\$ -	\$ -	\$ -	\$ 49,401.89	\$ 4,940.18	\$ 54,342.07
2. Employee Benefits	\$ 8,258.17	\$ 825.82	\$ 9,083.99	\$ -	\$ -	\$ -	\$ 8,258.17	\$ 825.82	\$ 9,083.99
3. Consultants	\$ 1,083.33	\$ 108.33	\$ 1,191.67	\$ -	\$ -	\$ -	\$ 1,083.33	\$ 108.33	\$ 1,191.67
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 50.00	\$ 5.00	\$ 55.00	\$ -	\$ -	\$ -	\$ 50.00	\$ 5.00	\$ 55.00
Repair and Maintenance	\$ 33.33	\$ 3.33	\$ 36.67	\$ -	\$ -	\$ -	\$ 33.33	\$ 3.33	\$ 36.67
Purchase/Depreciation	\$ 18.67	\$ 1.87	\$ 20.54	\$ -	\$ -	\$ -	\$ 18.67	\$ 1.87	\$ 20.54
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 150.00	\$ 1,650.00
Office	\$ 833.33	\$ 83.33	\$ 916.67	\$ -	\$ -	\$ -	\$ 833.33	\$ 83.33	\$ 916.67
6. Travel	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
7. Occupancy	\$ 4,390.00	\$ 439.00	\$ 4,829.00	\$ -	\$ -	\$ -	\$ 4,390.00	\$ 439.00	\$ 4,829.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 928.67	\$ 92.87	\$ 1,021.54	\$ -	\$ -	\$ -	\$ 928.67	\$ 92.87	\$ 1,021.54
Postage	\$ 50.00	\$ 5.00	\$ 55.00	\$ -	\$ -	\$ -	\$ 50.00	\$ 5.00	\$ 55.00
Subscriptions	\$ 83.33	\$ 8.33	\$ 91.67	\$ -	\$ -	\$ -	\$ 83.33	\$ 8.33	\$ 91.67
Audit and Legal	\$ 1,332.43	\$ 133.24	\$ 1,465.67	\$ -	\$ -	\$ -	\$ 1,332.43	\$ 133.24	\$ 1,465.67
Insurance	\$ 1,668.67	\$ 166.87	\$ 1,835.54	\$ -	\$ -	\$ -	\$ 1,668.67	\$ 166.87	\$ 1,835.54
Board Expenses	\$ 18.67	\$ 1.87	\$ 20.54	\$ -	\$ -	\$ -	\$ 18.67	\$ 1.87	\$ 20.54
9. Software	\$ 350.00	\$ 35.00	\$ 385.00	\$ -	\$ -	\$ -	\$ 350.00	\$ 35.00	\$ 385.00
10. Marketing/Communications	\$ 918.67	\$ 91.87	\$ 1,010.54	\$ -	\$ -	\$ -	\$ 918.67	\$ 91.87	\$ 1,010.54
11. Staff Education and Training	\$ 1,250.00	\$ 125.00	\$ 1,375.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 125.00	\$ 1,375.00
12. Subcontracts/Agreements	\$ 13,912.67	\$ 1,391.27	\$ 15,303.94	\$ -	\$ -	\$ -	\$ 13,912.67	\$ 1,391.27	\$ 15,303.94
13. Other (specify details over/under)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 85,321.82</b>	<b>\$ 8,532.17</b>	<b>\$ 93,854.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 85,321.82</b>	<b>\$ 8,532.17</b>	<b>\$ 93,854.00</b>
Indirect As A Percent of Direct		10.0%							

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

Lori A. Shibley  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

August 7, 2020

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

**REQUESTED ACTION**

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

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

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

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

**EXPLANATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Area served: Statewide

Source of Funds: CFDA #93.136, FAIN # NU17CE924984

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

Respectfully submitted,



Lori A. Shbinette  
Commissioner

FU



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

**Harm Reduction Services within  
Syringe Service Programs**

**RFP-2020-DPHS-08-SYRIN**

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. New Hampshire Harm Reduction Coalition

Pass/Fail	Maximum Points	Actual Points
	750	665

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

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

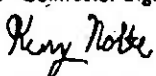
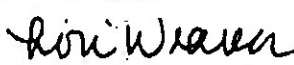
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> New Hampshire Harm Reduction Coalition		<b>1.4 Contractor Address</b> 1 Washington Street Unit #3114 Dover, NH 03820	
<b>1.5 Contractor Phone Number</b> (603) 315-1714	<b>1.6 Account Number</b> 05-95-90-902010-50400000	<b>1.7 Completion Date</b> August 31, 2022	<b>1.8 Price Limitation</b> \$770,000
<b>1.9 Contracting Officer for State Agency</b> Nathan D. White, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b>  Date: 8/10/20		<b>1.12 Name and Title of Contractor Signatory</b> Kerry Nolte, Chair, NH Harm Reduction Coalition	
<b>1.13 State Agency Signature</b>  Date: 8-10-20		<b>1.14 Name and Title of State Agency Signatory</b> Lori Weaver, DPHS Deputy Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: Catherine Pinos On: 08/10/20			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials KN  
 Date 8/10/20

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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



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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials KN  
Date 8/10/20

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.

Contractor Initials gn  
Date 8/10/20

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



**REVISIONS TO STANDARD CONTRACT PROVISIONS**

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

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

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and required governmental approval.

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

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

1.3. Paragraph 14, Insurance, Subparagraph 14.1 is amended as follows:

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

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

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

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



**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

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

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



**EXHIBIT B**

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

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1.12. The Contractor shall ensure Care Coordinators establish and maintain effective relationships in the community to provide Referral, Navigation and Linkage Services. The Contractor shall:

1.12.1. Connect with Doorway providers in the respective service areas to identify relevant community resources available to program participants.

1.12.2. Provide oversight and referrals within assigned designated areas, which may include, but are not limited to:

1.12.2.1. Strafford County.

1.12.2.2. Manchester.

1.12.2.3. Nashua.

1.12.2.4. Keene.

1.12.2.5. Concord.

1.12.3. Promote SSPs by offering education on harm reduction services and connecting participants with further harm reduction education opportunities offered. The Contractor shall ensure educational topics include, but are not limited to:

1.12.3.1. Safer drug use practices, including but not limited to, injection.

1.12.3.2. Safer disposal of syringes.

1.12.3.3. Prevention and reversal of drug overdoses.

1.12.3.4. HIV and viral hepatitis prevention, testing, and treatment.

1.12.3.5. Prevention and identification of, and treatment options for, soft tissue infections.

1.12.3.6. Substance use disorder treatment.

1.12.3.7. Other medical and mental health issues that disproportionately affect people who use drugs, including treatment options.

1.12.3.8. Proper use of external and internal condoms.

1.12.3.9. Prevention and testing options for COVID-19 and other communicable diseases that are of concern in the community.

1.12.3.10. Resources to assistance with food and housing insecurity.

1.12.3.11. Resources for survivors of domestic violence; sexual violence; and human trafficking.

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

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**EXHIBIT B**

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

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

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

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

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

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

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- 1.37.3.3. Hours of operation.
- 1.37.3.4. Services offered.
- 1.37.4. Utilize social media to include:
  - 1.37.4.1. Spotlighting volunteers and staff;
  - 1.37.4.2. Sharing resources aimed at reducing drug related harm; and
  - 1.37.4.3. Highlighting accomplishments of NH SSPs.
- 1.38. The Contractor shall be responsible for monitoring and responding to all Social Media messages.
- 1.39. The Contractor shall facilitate participant engagement events including, but not limited to, "Awareness Days" to raise awareness and increase the utilization of SSPs.
- 1.40. The Contractor shall utilize participant feedback and recommendations resulting from participant engagement events to directly inform the services provided by the SSP program to serve as a gateway for interested participants to become more involved.
- 1.41. The Contractor shall hold Harm Reduction Advisory Events at each project site with individuals with lived experience on a minimum of a quarterly basis.
- 1.42. The Contractor shall maintain participant records and track all participant transactions by their Unique ID to allow for robust analysis of program-wide trends as well as trends at the individual participant level.

**2. Exhibits Incorporated**

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

**3. Reporting Requirements**

- 3.1. The Contractor shall maintain and submit reporting metrics including aggregate data only to the Department quarterly on April 30th, July 31st, October 31st and January 31st each year of the contract period beginning January 31, 2021.
- 3.2. In the event a reporting date falls on a non-working day, the Contractor shall submit quarterly reports to the Department on the working day preceding the regularly scheduled date.

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**EXHIBIT B**

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

**4. Performance Measures**

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

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**EXHIBIT B**

- 4.1.2.2. Denominator: Total number of unduplicated clients utilizing the SSP.
  - 4.1.3. Ninety percent (90%) of individuals referred receive linkage to MAT or other Substance Use Disorder (SUD) treatment within thirty (30) days of referral.
    - 4.1.3.1. Numerator: Total number of unduplicated clients who are referred to MAT or other SUD treatment.
    - 4.1.3.2. Denominator: Total number of unduplicated clients who are confirmed to be linked to MAT or other SUD treatment within thirty (30) days of referral.
  - 4.1.4. A ten percent (10%) increase in new SSP participants each quarter.
  - 4.1.5. Care coordinators connect with a minimum of seventy-five percent (75%) of referral agencies no less than once per quarter.
  - 4.1.6. Participants at each visit engage with at least one (1) harm reduction service in ninety-five (95%) of SSP visits.
  - 4.1.7. Participants are connected with at least one (1) referral for their individual needs with fifty percent (50%) of participants receiving a referral within a year of engagement.
  - 4.1.8. Ninety percent (90%) of substance use participants referred for care are linked to substance use services.
  - 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
  - 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
  - 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 5. Additional Terms**
- 5.1. **Impacts Resulting from Court Orders or Legislative Changes**
    - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.



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**EXHIBIT B**

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

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services they will provide to ensure meaningful access to their programs and/or services to persons with limited English proficiency, people who are deaf or have hearing loss, are blind or have low vision, or who have speech challenges.

**5.3. Credits and Copyright Ownership**

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

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

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

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

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**EXHIBIT B**

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

**6. Records**

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

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

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**EXHIBIT C**



Payment Terms

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

*KN*

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



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

*KN*

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



10. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
11. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
14. Audits
  - 14.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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



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

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Bidder Name: New Hampshire Harm Reduction Coalition

Budget Request for: Harm Reduction Services within Syringe Service Programs

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

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

Indirect As A Percent of Direct

9.9%

*RJL*



### Exhibit C-2 Budget

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

Bidder Name: New Hampshire Harm Reduction Coalition

Budget Request for: Harm Reduction Services within Syringe Service Programs

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

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

Indirect As A Percent of Direct 10.0%

Contractor Initials   KJ  

Date   8/10/20

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services								
Bidder Name: New Hampshire Harm Reduction Coalition								
Budget Request for: Harm Reduction Services within Syringe Service Programs								
Budget Period: July 1, 2022- August 31, 2022								
Line Item	Total Program Cost			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 24,653	\$ 2,958	\$ 27,611	\$ 24,653	\$ 2,958	\$ 27,611		
2. Employee Benefits	\$ 4,931	\$ 592	\$ 5,523	\$ 4,931	\$ 592	\$ 5,523		
3. Consultants	\$ 1,250	\$ 150	\$ 1,400	\$ 1,250	\$ 150	\$ 1,400		
4. Equipment:								
Rental	\$ 48	\$ 6	\$ 54	\$ 48	\$ 6	\$ 54		
Repair and Maintenance	\$ 33	\$ 4	\$ 37	\$ 33	\$ 4	\$ 37		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:								
Educational	\$ 497	\$ 60	\$ 557	\$ 497	\$ 60	\$ 557		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ 1,000	\$ 120	\$ 1,120	\$ 1,000	\$ 120	\$ 1,120		
Office	\$ 667	\$ 80	\$ 747	\$ 667	\$ 80	\$ 747		
6. Travel	\$ 583	\$ 70	\$ 653	\$ 583	\$ 70	\$ 653		
7. Occupancy	\$ 3,400	\$ 408	\$ 3,808	\$ 3,400	\$ 408	\$ 3,808		
8. Current Expenses								
Telephone	\$ 760	\$ 91	\$ 851	\$ 760	\$ 91	\$ 851		
Postage	\$ 50	\$ 6	\$ 56	\$ 50	\$ 6	\$ 56		
Subscriptions	\$ 83	\$ 10	\$ 93	\$ 83	\$ 10	\$ 93		
Audit and Legal	\$ 1,417	\$ -	\$ 1,417	\$ 1,417	\$ -	\$ 1,417		
Insurance	\$ 875	\$ -	\$ 875	\$ 875	\$ -	\$ 875		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ 350	\$ 42	\$ 392	\$ 350	\$ 42	\$ 392		
10. Marketing/Communications	\$ 900	\$ 108	\$ 1,008	\$ 900	\$ 108	\$ 1,008		
11. Staff Education and Training	\$ 1,250	\$ 150	\$ 1,400	\$ 1,250	\$ 150	\$ 1,400		
12. Subcontracts/Agreements	\$ 7,937	\$ -	\$ 7,937	\$ 7,937	\$ -	\$ 7,937		
13. Other (specific details mandatory):								
Biohazard Disposal	\$ 3,900	\$ 468	\$ 4,368	\$ 3,900	\$ 468	\$ 4,368		
Sharps Containers	\$ 5,207	\$ 625	\$ 5,832	\$ 5,207	\$ 625	\$ 5,832		
<b>TOTAL</b>	<b>\$ 59,791</b>	<b>\$ 5,947</b>	<b>\$ 65,738</b>	<b>\$ 59,791</b>	<b>\$ 5,947</b>	<b>\$ 65,738</b>		

Indirect As A Percent of Direct: 9.9%

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

Vendor Initials

*KN*

Date 8/10/20

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Vendor Name:

*Kerry Nolte*

8/10/20

Date

Name: Kerry Nolte, Chair, NHHRC  
Title:

Vendor Initials *KN*  
Date 8/10/20

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:

8/10/20

Date

*Kerry Nolte*

Name: Kerry Nolte, Chair, NHHRC  
Title:

*KN*

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Vendor Name:

8/10/20  
Date

Kerry Nolte  
Name: Kerry Nolte, Chair, NHHRC  
Title:

Vendor Initials KN  
Date 8/10/20

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Vendor Initials

*KN*

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



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Vendor Name:

8/10/20

Date

*Kerry Nolte*

Name: Kerry Nolte, Chair, NHHRC  
Title:

Exhibit G

Vendor Initials

*KN*

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Vendor Name:

8/10/20

Date

Name: Kerry Nolte, Chair, NHHRC  
Title:



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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

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Date 8/10/20



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials

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Date 8/10/20

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date 8/10/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services  
The State

Lori Weaver  
Signature of Authorized Representative

Lori Weaver  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

8.10.20  
Date

New Hampshire Harm Reduction Coalition  
Name of the Contractor

Kerry Nolte  
Signature of Authorized Representative

Kerry Nolte  
Name of Authorized Representative

Chair, NHHRC  
Title of Authorized Representative

8/10/20  
Date



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:

*Kerry Nolte*

8/10/20

Date

Name: Kerry Nolte, Chair, NHHRC  
Title:

Contractor Initials

*KN*

Date 8/10/20

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

NO                       YES

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

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

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

NO                       YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations. Exception provided for this requirement in Section IV, PROCEDURES FOR SECURITY; Subsection A, Paragraph 10.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

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B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States. The Information Security Office within the Department permits the following exception:
  - a. With the exception of Protected Health Information (PHI), Personally Identifiable Information (PII) and data not protected by federal law, except for Payment Card Information (PCI), the Contractor is not permitted to administer (as defined by CMS), receive, process, analyze, handle or store Medicaid or other federally regulated data on behalf of the Department. This includes cloud storage solutions.



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

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

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**V. LOSS REPORTING**

- A. The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.
- B. The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:
  - 1. Identify Incidents;
  - 2. Determine if personally identifiable Information is involved in Incidents;
  - 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
  - 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
  - 5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.
- C. Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer:  
DHHSPrivacyOfficer@dhhs.nh.gov
- B. DHHS Security Officer:  
DHHSInformationSecurityOffice@dhhs.nh.gov