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

Lori A. Shabinette
Commissioner

Katja S. Fox
Director

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

September 26, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** amendment to an existing contract with the Contractor listed below in **bold** for Recovery Housing Services and Supports for individuals with Opioid and/or Stimulant Use Disorder, by increasing the total price limitation by \$170,000 from \$1,258,045 to \$1,428,045 and by extending the completion date from September 29, 2022 to September 29, 2023, effective retroactive to September 29, 2022 upon Governor and Council approval. 100% Federal Funds.

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
FIT/NHNNH Inc.	157730-B001	Manchester	\$530,119	\$170,000	\$700,119	O: 6/19/19 #29B A1: 1/22/21 #20 A2: 10/13/21 #36
Hope on Haven Hill, Inc.	275119-B001	Rochester	\$265,904	\$0	\$265,904	O: 6/19/19 #29B A1: 1/22/21 #20 A2: 10/13/21 #36
Homestead Inn 1765, LLC	312235-B001	Boscawen	\$362,022	\$0	\$362,022	O: 10/23/19 #18 A1: 1/22/21 #20 A2: 10/13/21 #36
Dismas Home of New Hampshire	290061-B001	Manchester	\$100,000	\$0	\$100,000	O: 6/19/19 #29B
		Totals:	\$1,258,045	\$170,000	\$1,428,045	

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

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department was notified by the Federal awarding agency September 23, 2022 of the availability of funding beyond the current contract completion date of September 29, 2022. Due to the delayed notification from the Federal awarding agency, the Department was unable to present this request to the Governor and Council prior to the contract expiration date. This request is **Sole Source** because the Department is seeking to extend the contract, beyond the completion date, with no renewal option available. The Department was unable to re-procure for these services due to the limited timeframe between the funding notification from the Federal awarding agency and the contract expiration date. Any delays or gaps in service provision may result in reduced or loss of access to services and supports for individuals in need of these critical services.

The purpose of this request is to continue to provide Recovery Housing services and supports to women with Opioid and/or Stimulant Use Disorder who need safe, stable, substance-free housing to pursue recovery and transition to independent living. This request also adds language clarifying coordination with other SOR vendors to improve the Government Performance and Results Act (GPRA) data collection efforts. The Department supports the development of recovery housing options, which include specialty populations who have complex needs and/or gender-specific housing.

Approximately 15 individuals will be served from September 30, 2022 to September 29, 2023. The current range of time when residents utilize this specific housing is 10 to 18 months.

The Department will continue to monitor services through the review of data reports, periodic surveys, and other data as requested by the Department. The Department will work with community partners and other state agencies to collect data on the effectiveness of the services for longer-term recovery, employment, and housing stability.

Should the Governor and Executive Council not authorize this request, these critical services and supports would not be available to women with Opioid and/or Stimulant Use Disorder. This could impede their recovery journey, increase the potential for future substance misuse, and add to the burden on the health care system.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI081685, #H79TI083326, and FAIN #H79TI085759.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT,
HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT
100% Federal Funds

Vendor Name		FIT/NHNNH, Inc.		Vendor # 157730		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102-500731	Contracts for Program Services	92057040	\$2,970.00	\$0.00	\$2,970.00
2020	102-500731	Contracts for Program Services	92057040	\$127,555.00	\$0.00	\$127,555.00
2021	102-500731	Contracts for Program Services	92057040	\$32,633.00	\$0.00	\$32,633.00
2021	102-500731	Contracts for Program Services	92057046	\$36,799.00	\$0.00	\$36,799.00
2021	102-500731	Contracts for Program Services	92057048	\$108,000.00	\$0.00	\$108,000.00
2022	102-500731	Contracts for Program Services	92057048	\$54,000.00	\$0.00	\$54,000.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$126,121.00	\$0.00	\$126,121.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$42,041.00	\$0.00	\$42,041.00
2023	074-500585	Grants for Pub Asst and Rel	92057058	\$0.00	\$127,500.00	\$127,500.00
2024	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$42,500.00	\$42,500.00
Sub Total				\$530,119.00	\$170,000.00	\$700,119.00

Vendor Name		Hope on Haven Hill		Vendor # 275119		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase	Revised Amount
2019	102-500731	Contracts for Program Services	92057040	\$35,332.00	\$0.00	\$35,332.00
2020	102-500731	Contracts for Program Services	92057040	\$60,442.00	\$0.00	\$60,442.00
2021	102-500731	Contracts for Program Services	92057040	\$26,970.00	\$0.00	\$26,970.00
2021	102-500731	Contracts for Program Services	92057046	\$14,356.00	\$0.00	\$14,356.00
2021	102-500731	Contracts for Program Services	92057048	\$42,133.00	\$0.00	\$42,133.00
2022	102-500731	Contracts for Program Services	92057048	\$21,067.00	\$0.00	\$21,067.00
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$49,203.00	\$0.00	\$49,203.00
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$16,401.00	\$0.00	\$16,401.00
Sub Total				\$265,904.00	\$0.00	\$265,904.00

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

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

Overall Total	\$1,258,045.00	\$170,000.00	\$1,428,045.00
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**State of New Hampshire
Department of Health and Human Services
Amendment #3**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #29B), as amended on January 22, 2021 (Item #20), and most recently amended on October 13, 2021 (Item #36), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$700,119
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit A, Scope of Services, Section 6. State Opioid Response (SOR) Grant Standards, by adding subsection 6.14. to read:
6.14. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve the Government Performance and Results Act (GPRA) data collection.
5. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:
 1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, and as awarded on 08/09/2021, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326, CFDA#93.788, FAIN TBD.
6. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 2, to read:
 2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit B-1 Budget through Exhibit B-10 Budget – Amendment #3, SOR III.
7. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, Paragraph 4.1.3 Invoices supporting expenses reported, Subparagraph 4.1.3.1

Unallowable expenses include, but are not limited to:, Part 4.1.3.1.4, to read:

4.1.3.1.4. Food or water.

8. Modify Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, Paragraph 4.1.3. Invoices supporting expenses reported, Subparagraph 4.1.3.1. Unallowable expenses include, but are not limited to:, Part 4.1.3.1.7, to read:

4.1.3.1.7. RESERVED

9. Add Exhibit B-9 Budget – Amendment #3, SOR III, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-10 Budget – Amendment #3, SOR III, which is attached hereto and incorporated by reference herein.

OS
MD

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 retroactive to September 29, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

10/4/2022

Date

DocuSigned by:

Katja S. Fox

ED9D05804C63442

Name: Katja S. Fox

Title: Director

FIT/NHNN, Inc.

DocuSigned by:

Maria Devlin

A533173274E140C

Name: Maria Devlin

Title: President & CEO

10/4/2022

Date

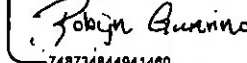
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/4/2022

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.			
Contractor Name: <u>FIT/NNH, Inc.</u>			
Budget Request for: <u>Recovery Housing Svcs. & Supports for Individuals with OUD</u>			
Budget Period: <u>SFY23 - (September 29, 2022 - June 30, 2023)</u>			
Indirect Cost Rate (if applicable): <u>9.10%</u>			
Line Item	Program Cost Funded by DHHS	Program Cost Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$21,150	\$0	\$21,150
2. Fringe Benefits	\$3,100	\$0	\$3,100
3. Consultants	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0	\$0
8. (c) Other - Other (please specify)			
Other (please specify) <u>Occupancy</u>	\$91,660	\$750	\$92,410
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$115,910	\$750	\$116,660
Total Indirect Costs	\$11,590	\$0	\$11,590
TOTAL	\$127,500	\$750	\$128,250

Contractor Initials MD

Date 10/4/2022

New Hampshire Department of Health and Human Services
 Complete one budget form for each budget period.

Contractor Name: FIT/NHH, Inc.

Budget Request for: Recovery Housing Svcs. & Supports for Individuals with OUD

Budget Period SFY24 - (July 1, 2023 - September 29, 2023)

Indirect Cost Rate (if applicable) 9.90%

Line Item	Program Cost Funded by DHHS	Program Cost Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$7,050	\$0	\$7,050
2. Fringe Benefits	\$1,060	\$0	\$1,060
3. Consultants	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0
5(a) Supplies - Educational	\$0	\$0	\$0
5(b) Supplies - Lab	\$0	\$0	\$0
5(c) Supplies - Pharmacy	\$0	\$0	\$0
5(d) Supplies - Medical	\$0	\$0	\$0
5(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0	\$0
8. (c) Other - Other (please specify)			
Other (please specify) <i>Occupancy</i>	\$30,553	\$250	\$30,803
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subcontracts	\$0	\$0	\$0
Total Direct Costs	\$38,663	\$250	\$38,913
Total Indirect Costs	\$3,837	\$0	\$3,837
TOTAL	\$42,500	\$250	\$42,750

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 FAMILIES IN TRANSITION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 207982

Certificate Number: 0005779491



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Families in Transition
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Sept. 20, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

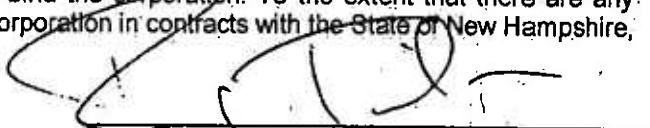
VOTED: That Maria Devlin, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 10/3/22



Signature of Elected Officer
Name: Roy Tilsley
Title: Board of Director, Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2022

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

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

PRODUCER MTM Insurance Associates 1320 Osgood Street North Andover MA 01845	CONTACT NAME: Jeffrey Morrissette PHONE (A/C, No, Ext): (978) 681-5700 FAX (A/C, No): (978) 681-5777 E-MAIL ADDRESS: certificates@mtrninsure.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Insurance Company.	
INSURER B: Granite State Healthcare	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK236507	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2363512	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB798018	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20220000555	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime Coverage / Employee Dishonesty			PHPK236507	01/01/2022	01/01/2023	Limit 500,000 Deductible 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

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

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



**Families
in Transition**

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2021

(With Comparative Totals for 2020)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families in Transition, Inc. and Subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2021 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2021, and the changes in their consolidated net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Board of Directors
Families in Transition, Inc. and Subsidiaries
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Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

Report on Summarized Comparative Information

We have previously audited the Organization's 2020 consolidated financial statements and, in our report dated March 29, 2021, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2020 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Board of Directors
Families in Transition, Inc. and Subsidiaries
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Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2021, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 23, 2022

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2021

(With Comparative Totals for December 31, 2020)

	<u>2021</u>	<u>2020</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 2,533,606	\$ 3,536,208
Accounts receivable	54,462	67,946
Grants and contributions receivable	779,471	1,691,498
Prepaid expenses	148,305	87,753
Other current assets	<u>52,054</u>	<u>60,946</u>
Total current assets	<u>3,567,898</u>	<u>5,444,351</u>
Replacement reserves	543,800	512,271
Reserve cash designated for properties	787,044	847,300
Investments	2,704,576	1,235,007
Investment in related entity	1,000	1,000
Property and equipment, net	33,326,635	34,425,916
Development in process	416,959	218,835
Other assets	<u> </u>	<u>30,638</u>
Total assets	<u>\$ 41,347,912</u>	<u>\$ 42,715,318</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 300,631	\$ 345,909
Accounts payable	299,996	889,234
Accrued expenses	281,146	264,583
Other current liabilities	<u>80,526</u>	<u>134,693</u>
Total current liabilities	962,299	1,634,419
Long-term debt, net of current portion and unamortized deferred costs	<u>15,046,178</u>	<u>15,173,778</u>
Total liabilities	<u>16,008,477</u>	<u>16,808,197</u>
Net assets		
Without donor restrictions - controlling interest	22,097,454	22,831,326
Without donor restrictions - noncontrolling interest	<u>2,015,189</u>	<u>2,344,795</u>
Total without donor restrictions	24,112,643	25,176,121
With donor restrictions	<u>1,226,792</u>	<u>731,000</u>
Total net assets	<u>25,339,435</u>	<u>25,907,121</u>
Total liabilities and net assets	<u>\$ 41,347,912</u>	<u>\$ 42,715,318</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES
Consolidated Statement of Activities
Year Ended December 31, 2021
(With Comparative Totals for the Year Ended December 31, 2020)

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	Total 2021	Total 2020
Revenue and support						
Federal, state and other grant support Coronavirus Aid, Relief and Economic Security (CARES) Act grants	\$ 2,874,142	\$ -	\$ 2,874,142	\$ 1,082,148	\$ 3,956,290	\$ 4,932,560
Rental income, net of vacancies	1,670,287	-	1,670,287	-	1,670,287	4,183,652
Thrift store sales	2,383,369	-	2,383,369	-	2,383,369	2,492,880
Public support	592,005	-	592,005	-	592,005	410,942
Special events	2,500,288	-	2,500,288	-	2,500,288	2,952,468
Developer fees	342,619	-	342,619	-	342,619	420,547
Unrealized gain on investments	-	-	-	-	-	121,670
Loss on disposal of property and equipment	234,310	-	234,310	-	234,310	103,827
Interest income	(267,413)	-	(267,413)	-	(267,413)	(1,362)
In-kind donations	2,334	-	2,334	-	2,334	23,045
Forgiveness of debt	42,933	-	42,933	-	42,933	9,244
Medicaid reimbursements	131,267	-	131,267	-	131,267	131,267
Other income	415,708	-	415,708	-	415,708	488,990
Net assets released from restrictions	147,748	-	147,748	-	147,748	201,865
	<u>586,356</u>	<u>-</u>	<u>586,356</u>	<u>(586,356)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>11,655,953</u>	<u>-</u>	<u>11,655,953</u>	<u>495,792</u>	<u>12,151,745</u>	<u>16,471,593</u>
Expenses						
Program activities						
Housing	10,274,521	-	10,274,521	-	10,274,521	10,277,005
Thrift store	412,054	-	412,054	-	412,054	415,817
Total program activities	<u>10,686,575</u>	<u>-</u>	<u>10,686,575</u>	<u>-</u>	<u>10,686,575</u>	<u>10,692,822</u>
Fundraising	809,441	-	809,441	-	809,441	1,074,295
Management and general	1,226,858	-	1,226,858	-	1,226,858	1,186,537
Total expenses	<u>12,722,874</u>	<u>-</u>	<u>12,722,874</u>	<u>-</u>	<u>12,722,874</u>	<u>12,953,654</u>
(Deficiency) excess of revenue and support over expenses	(1,066,921)	-	(1,066,921)	495,792	(571,129)	3,517,939
Capital contributions	3,751	-	3,751	-	3,751	24,438
Partnership distributions	-	(308)	(308)	-	(308)	(1,410)
Change in net assets before reclassification of portion attributable to noncontrolling interest in subsidiaries	(1,063,170)	(308)	(1,063,478)	495,792	(567,686)	3,540,967
Change in net assets attributable to noncontrolling interest in subsidiaries	<u>329,298</u>	<u>(329,298)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in net assets	<u>(733,872)</u>	<u>(329,606)</u>	<u>(1,063,478)</u>	<u>495,792</u>	<u>(567,686)</u>	<u>3,540,967</u>
Net assets, beginning of year	22,831,326	2,344,795	25,176,121	731,000	25,907,121	22,366,154
Net assets, end of year	<u>\$ 22,097,454</u>	<u>\$ 2,015,189</u>	<u>\$ 24,112,643</u>	<u>\$ 1,226,792</u>	<u>\$ 25,339,435</u>	<u>\$ 25,907,121</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2021

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

	Program Activities			Management and General	2021 Total	2020 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 4,428,713	\$ 283,233	\$ 442,872	\$ 664,307	\$ 5,819,125	\$ 6,156,201
Employee benefits	498,412	21,465	49,841	74,761	644,479	650,333
Payroll taxes	343,091	23,293	34,309	51,464	452,157	433,083
Total salaries and benefits	5,270,216	327,991	527,022	790,532	6,915,761	7,239,617
Other expenses						
Advertising	3,998	13,668	350	525	18,541	36,363
Bad debts	25,698	-	-	-	25,698	63,594
Bank charges	12,545	8,246	1,207	1,811	23,809	22,092
Condominium association fees	14,575	-	-	-	14,575	15,515
Consultants	78,629	3,988	7,842	11,763	102,222	144,209
COVID expenses	22,161	-	2,216	3,324	27,701	428,144
Depreciation	1,221,584	3,404	93,661	140,492	1,459,141	1,382,232
Events	29,137	-	-	-	29,137	74,371
Food	238,472	-	-	-	238,472	156,813
General insurance	168,528	2,318	11,537	17,306	199,689	180,501
Interest expense	164,597	-	17,786	26,679	209,062	238,399
Management fees	(1,604)	-	-	-	(1,604)	-
Meals and entertainment	4,317	-	432	648	5,397	2,278
Membership dues	9,270	-	873	1,309	11,452	13,671
Office supplies	112,840	9,451	10,553	15,829	148,673	90,214
Operational expenses - other	362,333	-	-	-	362,333	156,304
Participant expenses	93,431	-	-	-	93,431	72,037
Postage	6,880	17	688	1,033	8,618	9,491
Printing	16,302	818	1,442	2,164	20,726	26,715
Professional fees	175,249	4,000	14,010	21,014	214,273	183,043
Rental subsidies	265,605	-	-	-	265,605	301,110
Repairs and maintenance	662,589	18,416	49,263	73,895	804,163	528,545
Staff development	26,318	187	2,622	3,933	33,060	31,816
Taxes	332,887	183	-	-	333,070	340,333
Technology support	162,210	117	15,968	23,953	202,248	191,943
Telephone	104,863	1,535	10,189	15,284	131,871	148,667
Travel	28,865	84	2,871	4,306	36,126	28,318
Utilities	568,936	17,631	38,909	58,363	683,839	617,912
VISTA program	-	-	-	-	-	79,431
Workers' compensation	93,090	-	-	12,695	105,785	149,976
Total expenses	\$10,274,521	\$ 412,054	\$ 809,441	\$ 1,226,858	\$12,722,874	\$12,953,654

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

Year Ended December 31, 2021

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

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ (567,686)	\$ 3,540,967
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,472,485	1,395,576
Forgiveness of debt	(131,267)	(131,267)
Unrealized gain on investments	(234,310)	(103,827)
Loss on disposal of property and equipment	267,413	1,362
Decrease (increase) in:		
Accounts receivable	13,484	(445)
Grants and contributions receivable	912,027	(1,102,280)
Prepaid expenses	(60,552)	(22,241)
Other current assets	39,530	(1,579)
(Decrease) increase in:		
Accounts payable	80,826	(46,887)
Accrued expenses	16,563	(107,455)
Other current liabilities	(54,167)	75,022
Net cash provided by operating activities	<u>1,754,346</u>	<u>3,496,946</u>
Cash flows from investing activities:		
Purchases of investments	(1,235,259)	(7,767)
Investment in development in process	(450,004)	(63,149)
Acquisition of property and equipment	<u>(1,045,458)</u>	<u>(2,227,481)</u>
Net cash used by investing activities	<u>(2,730,721)</u>	<u>(2,298,397)</u>
Cash flows from financing activities:		
Proceeds from long-term debt	265,091	2,452
Payments on long-term debt	<u>(320,045)</u>	<u>(268,663)</u>
Net cash used by financing activities	<u>(54,954)</u>	<u>(266,211)</u>
Net (decrease) increase in cash and restricted cash	(1,031,329)	932,338
Cash and restricted cash, beginning of year	<u>4,895,779</u>	<u>3,963,441</u>
Cash and restricted cash, end of year	<u>\$ 3,864,450</u>	<u>\$ 4,895,779</u>
Composition of cash, cash equivalents and restricted cash, end of year:		
Cash and cash equivalents	\$ 2,533,606	\$ 3,536,208
Replacement reserves	543,800	512,271
Reserve cash designated for properties	<u>787,044</u>	<u>847,300</u>
	<u>\$ 3,864,450</u>	<u>\$ 4,895,779</u>
Supplemental disclosures:		
Acquisition of property and equipment and development in process through accounts payable	<u>\$ 98,500</u>	<u>\$ 768,564</u>
Acquisition of property and equipment through long-term borrowings from seller	<u>\$ -</u>	<u>\$ 25,412</u>
Property and equipment transferred from development in process	<u>\$ 350,380</u>	<u>\$ -</u>
Interest paid	<u>\$ 209,062</u>	<u>\$ 238,399</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

Organization

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

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

During 2021, Family Bridge reached the end of its initial 15-year low-income housing tax credit compliance period. As a result, effective August 31, 2021, BCCC, Inc. and Boston Financial Corporate Tax Credit Fund XXII, withdrew from the Partnership and transferred their ownership interest to Housing Benefits, Inc. (Housing Benefits), a non-profit Community Development Housing Organization, located in Manchester, New Hampshire. In January 2022, Second Street Family Mill, Inc., the general partner, transferred its ownership interest in the Partnership to Housing Benefits. As a result, all assets and liabilities of the Partnership will have been assumed by Housing Benefits, dissolving Family Bridge as a limited partnership.

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

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

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

FIT was the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. During 2021, MEH legally dissolved and the program was absorbed by FIT's operations.

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

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

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

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

FIT has begun the redevelopment of its property located on 434 Union Street in Manchester, New Hampshire. The project will create 11 units of permanent, supportive housing for those experiencing homelessness.

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

The consolidated financial statements include the net assets of FIT, the Limited Partnerships, Housing Benefits, HB-AH, Outfitters, NHCEH, the Association, and the General Partners (collectively referred to as the Organization). All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classifications. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2020 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

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

Basis of Presentation

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

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

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

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

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

Cash and Cash Equivalents

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

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

Property and Equipment

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

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

Rental Income

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

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

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2021 and 2020 was approximately \$540,000 and \$410,000, respectively.

Functional Expense Allocation

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

Change in Net Assets from Operations

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

Income Taxes

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

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its consolidated financial statements for the impact thereof. As of December 31, 2021 and 2020, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

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

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

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 23, 2022, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

As of December 31, 2021, the Organization has working capital, excluding current assets with donor restrictions, of \$1,402,203 and average days (based on normal expenditures) cash and cash equivalents on hand of 43.

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

	<u>2021</u>	<u>2020</u>
Financial assets:		
Cash and cash equivalents	\$ 2,533,606	\$ 3,536,208
Accounts receivable	54,462	67,946
Grants and contributions receivable	779,471	1,691,498
Investments	<u>2,704,576</u>	<u>1,235,007</u>
Total financial assets	6,072,115	6,530,659
Donor-imposed restrictions:		
Restricted funds	<u>(1,226,792)</u>	<u>(731,000)</u>
Financial assets available at year end for current use	<u>\$ 4,845,323</u>	<u>\$ 5,799,659</u>

The Organization also has a line of credit available to meet short-term needs, as described in Note 6.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020).

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

3. Investments and Fair Value Measurement

The Organization reports investments in the consolidated statement of financial position at fair value with any realized or unrealized gains and losses reported in the consolidated statement of activities. Investments are exposed to various risks, including interest rate, market volatility and credit risks.

U.S. GAAP establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Investments measured at fair value on a recurring basis are summarized below:

	<u>Level 1</u>	
	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 24,481	\$ -
Equity mutual funds	123,584	776,600
Equity securities	1,791,812	53,820
Fixed income mutual funds	<u>764,699</u>	<u>404,587</u>
	<u>\$ 2,704,576</u>	<u>\$ 1,235,007</u>

The Organization had no assets measured using Level 2 or Level 3 inputs at December 31, 2021 and 2020.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 3,764,378	\$ 3,764,378
Land improvements	812,301	666,247
Buildings and improvements	41,388,854	41,923,542
Furniture and fixtures	1,187,879	1,057,806
Equipment	691,474	639,373
Vehicles	<u>307,197</u>	<u>386,565</u>
	48,152,083	48,437,911
Less: accumulated depreciation	<u>14,825,448</u>	<u>14,011,995</u>
Property and equipment, net	\$ <u>33,326,635</u>	\$ <u>34,425,916</u>

At December 31, 2021 and 2020, the Organization held \$37,215,560 and \$37,334,275, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and improvements at December 31, 2021 and 2020 was \$11,094,410 and \$10,319,415, respectively.

5. Development in Process

At December 31, 2021 and 2020, development in process consisted of various projects in process, related to all of the properties owned by the Organization.

6. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$550,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance as of December 31, 2021 and 2020.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**Notes to Consolidated Financial Statements****December 31, 2021****(With Comparative Totals for December 31, 2020)****7. Long-Term Debt**

Long-term debt consisted of the following:

	<u>2021</u>	<u>2020</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 42,847	\$ 46,492
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$883, including interest at 5% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034.	97,682	103,048
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,123, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	23,994	36,401
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	189,792	196,746
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	120,869	128,086

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This note is nonrecourse.	84,456	84,456
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$84,456 note payable.	336,674	336,674
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	260,000	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This note is nonrecourse.	436,958	445,068
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	178,960	193,172
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	212,938	226,725
A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	230,000	230,000
A second / mortgage note payable by Housing Benefits to Community Development Finance Authority (CDFA), collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	6,686	19,860
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,019 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.	375,832	396,436
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	600,000	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	493,132	505,816
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	63,635	72,726

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,922 include principal and interest at 3.25%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	221,623	235,835
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,683 include principal and interest at 8% per annum. The note was paid off in 2021.	-	9,544
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	592,650	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	395,940	413,575
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628
A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.	152,121	156,022
A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2021 and 2020, \$131,267 was recognized as revenue and support in the consolidated statement of activities.	590,696	721,963

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	216,148	216,148
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due annually by October 1. The note is due in full by October 1, 2045.	562,808	567,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$2,137 include principal and interest at 4.35%. The note is due in full by April 2024.	363,729	372,849
A vehicle loan payable in monthly payments of \$472, including interest at 4.25%. The loan is due in March 2025 and is collateralized by the related vehicle.	18,569	20,560
A vehicle loan payable in monthly payments of \$308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.	6,507	9,791
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$991 include principal and interest at 3.015%. The note is due in full by October 2025.	167,585	174,276
A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,283 include principal and interest at 4.94%. The note is due in full by January 2027.	355,288	364,674

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

<p>A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal, interest and escrow of \$6,854 are due over a 30 year period starting September 2018 at 4.90% interest.</p>	687,042	707,538
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments are due in amounts equal to 25% of surplus cash. The loan is due in full by November 1, 2047.</p>	711,845	720,000
<p>Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.9% annual interest rate. The loans are due and payable in March 2022.</p>	841	15,937
<p>A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.</p>	1,448,182	1,453,182
<p>A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.</p>	523,097	531,252
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The loan is due in full by December 1, 2047.</p>	780,000	780,000

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

<p>A mortgage note payable to NHHFA and is collateralized by the real estate and personal property of HB-AH, LLC on Concord Street in Manchester, New Hampshire. The mortgage is insured by the U.S. Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of \$6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.</p>	<p>1,525,843</p>	<p>1,542,342</p>
<p>A technical assistance note payable to NHHFA to provide support to the Organization for renovations at the Union Street Shelter in Manchester, New Hampshire. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.</p>	<p>45,000</p>	<p>44,079</p>
<p>A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2% will be required until December 2021.</p>	<p>69</p>	<p>9,268</p>
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Manchester, New Hampshire. The note has a borrowing limit of \$1,134,188. The loan is due in full 40 years from the closing date.</p>	<p>157,854</p>	
<p>A noninterest bearing construction loan payable to City of Manchester, New Hampshire, collateralized by real estate located in Manchester, New Hampshire. The note has a borrowing limit of \$275,000.</p>	<p>106,284</p>	<p>-</p>
	<p>15,432,087</p>	<p>15,613,873</p>
Less current portion	<p>300,631</p>	<p>345,909</p>
Less unamortized deferred costs	<p>85,278</p>	<p>94,186</p>
	<p>\$ 15,046,178</p>	<p>\$15,173,778</p>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**Notes to Consolidated Financial Statements****December 31, 2021****(With Comparative Totals for December 31, 2020)**

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

2022	\$ 300,631
2023	551,965
2024	661,132
2025	305,829
2026	161,341
Thereafter	<u>13,451,189</u>
	<u>\$ 15,432,087</u>

Interest expense charged to operations, including amortization of deferred costs of \$13,344, was \$209,062 and \$238,399 in 2021 and 2020, respectively.

8. Net Assets

At December 31, 2021 and 2020, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	<u>2021</u>	<u>2020</u>
Investments to be maintained in perpetuity, income is to support general operations	\$ <u>25,000</u>	\$ <u>25,000</u>
Funds maintained with donor restrictions temporary in nature:		
The Family Place	53,258	134,190
Scholarships	26,664	19,264
Housing programs-	164,098	35,000
Direct care for clients	407,049	147,904
Hope House	<u>550,723</u>	<u>369,642</u>
Total funds maintained with donor restrictions temporary in nature	<u>1,201,792</u>	<u>706,000</u>
Total net assets with donor restrictions	<u>\$ 1,226,792</u>	<u>\$ 731,000</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

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

	<u>2021</u>	<u>2020</u>
Satisfaction of purpose restrictions:		
Operating releases		
The Family Place	\$ 80,932	\$ 9,280
Housing programs	35,000	55,000
Direct care for clients	132,225	103,321
Hope House	338,199	21,566
New Horizons for New Hampshire merger	-	76,944
Substance use disorder services	-	97,717
	<u>\$ 586,356</u>	<u>\$ 363,828</u>

9. Commitments

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

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

10. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$107,457 and \$99,580 during the years ended December 31, 2021 and 2020, respectively.

11. Noncontrolling Interest

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

<u>Limited Partner</u>	<u>Property</u>	<u>2021</u>	<u>2020</u>
BCCC, Inc.	Family Bridge	\$ -	\$ 10
Boston Financial Corporate	Family Bridge	-	607,520
Housing Benefits, Inc.	Family Bridge	377,898	-
BCCC, Inc.	Family Willows	10	10
Boston Financial Midway	Family Willows	<u>1,637,281</u>	<u>1,737,255</u>
		<u>\$ 2,015,189</u>	<u>\$ 2,344,795</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

12. Uncertainty

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

During 2020, the Organization received \$1,188,400 under the CARES Act Paycheck Protection Program (PPP). The PPP funding has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that are not forgiven were to be repaid within 5 years at 1%. In November 2020, the Organization received notification of full forgiveness and was included in CARES Act grants in the consolidated statement of activities for the year ended December 31, 2020.

During 2021 and 2020, the Organization was awarded \$347,447 and \$2,832,815, respectively, from the State of New Hampshire's Governor's Office for Emergency Relief and Recovery (GOFERR). The GOFERR grants are pass-through grants provided to the State of New Hampshire through the CARES Act. The GOFERR grants are to be used by the Organization to cover eligible costs outlined in the grant agreements. At December 31, 2021 and 2020, the Organization satisfied the terms and conditions of the grant agreements and recognized the revenue which is included in CARES Act grants in the consolidated statement activities for the years ended December 31, 2021 and 2020.

During 2021 and 2020, the Organization was awarded \$1,322,840 and \$162,437, respectively, under the McKinney Emergency Shelter Grant Program. The funds were provided to decompress the shelters as a result of the COVID-19. The grant was paid on a reimbursement basis as qualifying expenses were incurred. At December 31, 2021 and 2020, the Organization satisfied the terms and conditions of the awards and recognized the revenue which is included in CARES Act grants in the consolidated statement activities for the years ended December 31, 2021 and 2020.

SUPPLEMENTARY INFORMATION

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2021

ASSETS

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	The New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	With Donor Restrictions	Eliminations	Total
Current assets									
Cash and cash equivalents	\$ 722,833	\$ 45,847	\$ 217,763	\$ 110,410	\$ 228,822	\$ 6,139	\$ 1,201,792	\$ -	\$ 2,533,606
Accounts receivable	84,544	10,636	24,300	879	-	-	-	(65,897)	54,462
Grants and contributions receivable	779,471	-	-	-	-	-	-	-	779,471
Prepaid expenses	97,886	15,177	33,690	-	-	1,552	-	-	148,305
Due from related parties	1,970,270	1,814	26,632	86,403	-	-	-	(2,085,119)	-
Other current assets	3,445	15,931	32,678	-	-	-	-	-	52,054
Total current assets	3,658,449	89,405	335,063	197,692	228,822	7,691	1,201,792	(2,151,016)	3,567,898
Replacement reserves	90,178	125,386	294,821	-	-	33,415	-	-	543,800
Reserve cash designated for properties	88,427	260,024	438,593	-	-	-	-	-	787,044
Related party notes receivable	1,725,799	-	-	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party notes	1,344,742	-	-	-	-	-	-	(1,344,742)	-
Investments	2,679,576	-	-	-	-	-	25,000	-	2,704,576
Investment in related entities	1,247,739	-	25,051	-	-	-	-	(1,271,790)	1,000
Property and equipment, net	7,420,192	7,114,322	18,755,158	18,467	-	18,496	-	-	33,326,635
Development in process	416,959	-	-	-	-	-	-	-	416,959
Total assets	\$ 18,672,061	\$ 7,589,137	\$ 19,848,686	\$ 216,159	\$ 228,822	\$ 59,602	\$ 1,226,792	\$ (6,493,347)	\$ 41,347,912

LIABILITIES AND NET ASSETS

Current liabilities									
Current portion of long-term debt	\$ 101,515	\$ 67,852	\$ 131,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,631
Accounts payable	211,220	89,383	52,479	1,352	27,320	921	-	(82,679)	299,996
Accrued expenses	207,768	837,425	569,216	11,479	-	-	-	(1,344,742)	281,146
Due to related parties	125,946	217,812	1,724,031	-	548	-	-	(2,068,337)	-
Other current liabilities	6,442	27,506	46,578	-	-	-	-	-	80,526
Total current liabilities	652,891	1,239,978	2,523,568	12,831	27,868	921	-	(3,495,758)	962,299
Long-term debt, net of current portion and unamortized deferred costs	1,860,532	3,573,193	11,338,252	-	-	-	-	(1,725,799)	15,046,178
Total liabilities	2,513,423	4,813,171	13,861,820	12,831	27,868	921	-	(5,221,557)	16,008,477
Net assets									
Net assets without donor restrictions - controlling interest	16,158,638	760,777	5,986,866	203,328	200,954	58,681	-	(1,271,790)	22,097,454
Net assets without donor restrictions - noncontrolling interest	-	2,015,189	-	-	-	-	-	-	2,015,189
Total net assets without donor restriction	16,158,638	2,775,966	5,986,866	203,328	200,954	58,681	-	(1,271,790)	24,112,643
Net assets with donor restrictions	-	-	-	-	-	-	1,226,792	-	1,226,792
Total net assets	16,158,638	2,775,966	5,986,866	203,328	200,954	58,681	1,226,792	(1,271,790)	25,339,435
Total liabilities and net assets	\$ 18,672,061	\$ 7,589,137	\$ 19,848,686	\$ 216,159	\$ 228,822	\$ 59,602	\$ 1,226,792	\$ (6,493,347)	\$ 41,347,912

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2021

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	The New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Eliminations	Without Donor Restrictions Total	With Donor Restrictions	Total
Revenue and support												
Federal, state and other grant support	\$ 2,824,911	\$ -	\$ 463,909	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (414,678)	\$ 2,874,142	\$ 1,082,148	\$ 3,956,290
CARES Act grants	1,670,287	-	-	-	-	-	-	-	-	1,670,287	-	1,670,287
Rental income, net of vacancies	289,331	687,127	1,456,682	-	-	-	-	98,190	(147,961)	2,383,369	-	2,383,369
Thrift store sales	-	-	-	592,005	-	-	-	-	-	592,005	-	592,005
Public support	2,462,321	-	200,135	65	-	-	80,134	-	(242,367)	2,500,288	-	2,500,288
Special events	342,619	-	-	-	-	-	-	-	-	342,619	-	342,619
Property management fees	1,144,686	-	-	-	-	-	-	-	(1,144,686)	-	-	-
Unrealized gain on investments	234,310	-	-	-	-	-	-	-	-	234,310	-	234,310
Loss on disposal of property and equipment	(260,590)	(2,045)	(3,463)	-	-	-	(1,315)	-	-	(267,413)	-	(267,413)
Interest income	96,244	286	1,965	-	-	-	-	29	(96,190)	2,334	-	2,334
In-kind donations	42,933	-	-	-	-	-	-	-	-	42,933	-	42,933
Forgiveness of debt	-	-	131,267	-	-	-	-	-	-	131,267	-	131,267
Medicaid reimbursements	415,708	-	-	-	-	-	-	-	-	415,708	-	415,708
Other income	151,398	41,048	119,788	6,191	-	-	600	-	(171,277)	147,748	-	147,748
Net assets released from restrictions	586,356	-	-	-	-	-	-	-	-	586,356	(586,356)	-
Total revenue and support	10,000,514	726,416	2,370,283	598,261	-	-	79,419	98,219	(2,217,159)	11,655,953	495,792	12,151,745
Expenses												
Program activities	8,425,812	1,055,747	2,697,457	496,854	-	-	54,626	100,813	(2,144,734)	10,686,575	-	10,686,575
Fundraising	588,381	-	221,060	-	-	-	-	-	-	809,441	-	809,441
Management and general	893,140	-	333,718	-	-	-	-	-	-	1,226,858	-	1,226,858
Total expenses	9,907,333	1,055,747	3,252,235	496,854	-	-	54,626	100,813	(2,144,734)	12,722,874	-	12,722,874
Excess (deficiency) of revenue and support over expenses	93,181	(329,331)	(881,952)	101,407	-	-	24,793	(2,594)	(72,425)	(1,066,921)	495,792	(571,129)
Capital contributions												
Member distributions	-	-	(18,257)	-	-	-	-	3,751	-	3,751	-	3,751
Partnership distributions	-	(3,084)	-	-	-	-	-	-	18,257	-	-	-
Equity transferred resulting from dissolution	5,468,159	-	-	-	(5,639,571)	171,412	-	-	2,776	(308)	-	(308)
Change in net assets	\$ 5,561,340	\$ (332,415)	\$ (900,209)	\$ 101,407	\$ (5,639,571)	\$ 171,412	\$ 24,793	\$ 1,157	\$ (51,392)	\$ (1,063,478)	\$ 495,792	\$ (567,686)

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2021

Program Activities

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	The New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Program Activities Total	Fundraising	Management and General	Eliminations	Total
Salaries and benefits											
Salaries and wages	\$ 3,849,367	\$ -	\$ 579,346	\$ 283,233	\$ -	\$ -	\$ 4,711,946	\$ 442,872	\$ 664,307	\$ -	\$ 5,819,125
Employee benefits	405,748	-	92,664	21,465	-	-	519,877	49,841	74,761	-	644,479
Payroll taxes	304,824	-	38,267	23,293	-	-	366,384	34,309	51,464	-	452,157
Total salaries and benefits	4,559,939	-	710,277	327,991	-	-	5,598,207	527,022	790,532	-	6,915,761
Advertising	3,498	-	-	13,668	500	-	17,666	350	525	-	18,541
Bad debts	7,740	-	17,958	-	-	-	25,698	-	-	-	25,698
Bank charges	11,661	404	415	8,246	60	5	20,791	1,207	1,811	-	23,809
Condominium association fees	-	-	73,104	-	-	-	73,104	-	-	(58,529)	14,575
Consultants	72,570	-	5,850	3,988	209	-	82,617	7,842	11,763	-	102,222
COVID expenses	22,161	-	-	-	-	-	22,161	2,216	3,324	-	27,701
Depreciation	321,890	280,321	614,718	3,404	170	4,485	1,224,988	93,661	140,492	-	1,459,141
Events	16,295	-	6,250	-	6,592	-	29,137	-	-	-	29,137
Food	196,374	-	42,098	-	-	-	238,472	-	-	-	238,472
General insurance	44,994	38,016	70,379	2,318	742	14,397	170,846	11,537	17,306	-	199,689
Interest expense	32,606	82,927	145,254	-	-	-	260,787	17,786	26,679	(96,190)	209,062
Management fees	90,948	243,505	727,203	-	34,420	25,973	1,122,049	-	-	(1,123,653)	(1,604)
Meals and entertainment	3,921	-	396	-	-	-	4,317	432	648	-	5,397
Membership dues	8,730	-	-	-	540	-	9,270	873	1,309	-	11,452
Office supplies	82,547	3,671	22,983	9,451	3,569	70	122,291	10,553	15,829	-	148,673
Operational expenses - other	362,333	-	-	-	-	-	362,333	-	-	-	362,333
Participant expenses	79,545	2,271	6,615	-	5,000	-	93,431	-	-	-	93,431
Postage	6,770	-	110	17	-	-	6,897	688	1,033	-	8,618
Printing	14,350	-	72	818	1,880	-	17,120	1,442	2,164	-	20,726
Professional fees	90,368	31,952	49,729	4,000	-	3,200	179,249	14,010	21,014	-	214,273
Related entity expenses	1,328,050	(100)	(611,020)	60,000	-	-	776,930	-	-	(776,930)	-
Rent	64,632	-	-	24,800	-	-	89,432	-	-	(89,432)	-
Rental subsidies	265,605	-	-	-	-	-	265,605	-	-	-	265,605
Repairs and maintenance	223,916	133,698	268,711	18,416	-	36,264	681,005	49,263	73,895	-	804,163
Staff development	22,598	-	3,620	187	100	-	26,505	2,622	3,933	-	33,060
Taxes	52,991	70,848	209,048	183	-	-	333,070	-	-	-	333,070
Technology support	157,444	1,837	2,243	117	686	-	162,327	15,968	23,953	-	202,248
Telephone	77,568	719	24,324	1,535	-	2,252	106,398	10,189	15,284	-	131,871
Travel	23,078	-	5,629	84	158	-	28,949	2,871	4,306	-	36,126
Utilities	103,195	165,678	285,896	17,631	-	14,167	586,567	38,909	58,363	-	683,839
Workers' compensation	77,495	-	15,595	-	-	-	93,090	-	12,695	-	105,785
Total expenses	\$ 8,425,812	\$ 1,055,747	\$ 2,697,457	\$ 496,854	\$ 54,626	\$ 100,813	\$ 12,831,309	\$ 809,441	\$ 1,226,858	\$ (2,144,734)	\$ 12,722,874



Board of Directors

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

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

Frank Saglio, Treasurer
Karr & Boucher, PLLC
Board member since 2018

Kristi Scarpone, Secretary
FIRST, Director of Corporate Relations & Field Development Strategy
Board member since 2018

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

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

Robert Bartley
Bartley Financial Advisors, President, CPA, CFP
Board member since 2018

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

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

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



**Families
in Transition**

Brian Hansen
Worker Bee Fund, Founder
Board member since 2018

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

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

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

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

Sarah Jacobs
AmeriCorps/Portfolio Manager
Board member since 2018

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

Rev. Gayle Murphy
Minister At Large-United Church of Christ
Board member since 2020

Michael McCormick
Business Development Executive, Capgemini Financial Services
Board member since 2020

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

Chad Campbell
SilverTech Inc., Vice President of Sales
Board member since 2021



**Families
in Transition**

Danielle Pliska

FIRST, Vice President, Finance
Board member since 2021

Robert Bonfiglio

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

Melissa Szymanowski

Coca-Cola, Beverages Northeast, Human Resources Director
Board member since 2021

Stephen Norton

Solution Health, Chief Strategy Officer
Board member since 2021

Susan Harrington

Brewster Academy, Chief Financial Officer
Board member since 2022

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Stacey Beeley	Recovery Housing Operations Manager	\$15,000
Emily Carrara	Certified Recovery Support Worker	\$13,200

EMILY CARRARA

ADVOCATE | LEADER | DILIGENT

PROFILE

I am a natural born leader, full of passion and charisma. With a natural confidence that begets influence, I take a great deal of pride and joy in guiding others to work together to improve themselves and their community.

EDUCATIONAL TRAINING

University of Rhode Island
Bachelor's of Science in Business Administration/Management
September 2014-May 2018

SKILLS

- Strong Leadership
- Critical Thinking
- Full Microsoft Suite
- Clear Communicator
- Collaborative
- Self-Motivated
- Team Development
- Creative
- Organized
- Charismatic

CERTIFICATIONS

CPR/First Aid
April 2021-April 2023
SBC Initial Training
2021

CHARACTER REFERENCES

Jocelyn Rogers
Recruiter, Previous Supervisor
Cell: 978.962.7794
Email: Jocelynrogers@gmail.com

Donna Gamache-Griffiths
Professor, College of Business
University of Rhode Island
Cell: 401.874.4366
Email: donnagg@uri.edu

HOW TO REACH ME

CAREER SUMMARY

FAMILY ENGAGEMENT COORDINATOR

Waypoint NH | Jan 2021 to Present

- Keeps families engaged, motivated, and inspired throughout their journey including helping to track accomplishment of milestones and celebrating successes.
- Able to communicate effectively with all parties in-person, over the phone, and electronically.
- Point person in a seamless referral process between a referent and Waypoint to quickly engage families in a case management process.

ASSISTANT STORE MANAGER

Salon Centric | Nov 2019 to Dec 2020

- Develop business driving tactics to meet sales goals.
- Control and manage inventory through cycle counts and audit management.
- Interact and meet the needs of 40-70 customers a day, delivering superb customer service daily.
- Involved with training and onboarding new associates.

PRINT AND MARKETING SUPERVISOR

Staples | Jul 2018 to Nov 2019

- Managed and fulfilled a \$8,000-\$10,000 weekly budget.
- Extensive experience with Salesforce CRM software.
- Addressed customer and associate needs and concerns via phone, email and in person.
- Adhered to company policies with weekly check-ins to corporate.
- Supervised all associate training and onboarding within the department.

VOLUNTEER EXPERIENCE:

CASA NH

Court Appointed Special Advocate/Guardian Ad Litem | Ongoing

- CASAs gather information from Court documents, social workers' files, and educational, medical, and therapy records. They also speak with the child, family members, school officials, health care providers, and other professionals involved in the child's life.
- CASAs use this information, as well as firsthand observations, to advocate for the child in Court and school, and in other aspects of their lives.

FAMILIES IN TRANSITION

FIT | Ongoing

- WILLOWS: Welcome Ambassador, weekly shifts.
- HQ: Administrative work

THE GRANITE STATE UNITED WAY

Nashua Branch | Ongoing

- COMMITTEES: Marketing, Events/Fundraising, Social Media, Google Adwords
- FOOD ASSISTANCE: Pantry Maintenance, Monthly Food Drives

BIG BROTHERS BIG SISTERS

Manchester Branch | Ongoing

- COMPLETED TRAINING, WAITING FOR MATCH

Stacey Beeley

Manchester, NH



Authorized to work in the US for any employer

Work Experience

Clinical Team Lead

Caregiver Homes - Lawrence, MA
February 2019 to Present

- Provide coaching and support to Care Teams to manage risk related to population, track and respond to changes and identify the need for active at-risk case management
- Provide oversight to Care Teams to ensure compliance with documentation standards required through NCQA and Mass Health guidelines and regulations
- Manage and track program admissions/discharges, quality improvement initiatives and KPI metrics
- Facilitated statewide workgroups designed to improve consumer and caregiver experiences, internal and external reporting guidelines and ensure branch efficiencies
- Led internal branch trainings on documentation, navigating technological challenges, developing goals/care plans
- Continue to manage Care Manager activities listed below

Care Manager

Caregiver Homes - Lawrence, MA
2015 to Present

- Assess individuals to ascertain consumer health status and suitability for Mass Health Adult Foster Care program
- Facilitate consumer and caregiver engagement with appropriate community resources to address identified problems or issues
- Assist consumer and caregivers in identifying needs and developing person-centered plans of care
- Conduct regular home visits to monitor the health and well-being of consumers and caregivers
- Providing education, support and coaching to both family and non-family caregivers
- Communicates with all team members and outside service providers to ensure coordination of care
- Facilitated complex case management to culturally diverse population
- Offered support and guidance to new team members as a Preceptor

Parent Educator Home Visitor

Waypoint NH - Nashua, NH
2010 to 2015

- Provide early, intensive and comprehensive child development, case management, infant/parent relationship and family support through in-home services for Medicaid-eligible pregnant women and their infants to enhance physical, social, emotional, and intellectual development
- Deliver health, educational, nutritional, and child growth and development information to parents while facilitating positive interactions via weekly home visits

Education

Bachelor of Arts In Social Work

University of New Hampshire Durham - Durham, NH
2004

Skills

- Crisis Intervention
- Case Management
- NCQA Standards
- Behavioral Health
- Leadership
- Organizational skills
- Quality audits
- Microsoft Excel

Assessments

Verbal communication — Expert

June 2019

Speaking clearly, correctly, and concisely

Full results: Expert

Electronic health records: Best practices — Highly Proficient

March 2021

Knowledge of EHR data, associated privacy regulations, and best practices for EHR use

Full results: Highly Proficient

Attention to detail — Highly Proficient

March 2021

Identifying differences in materials, following instructions, and detecting details among distracting information

Full results: Highly Proficient

Case management & social work — Highly Proficient

March 2021

Prioritizing case tasks, gathering information, and providing services without judgment

Full results: Highly Proficient

Supervisory skills: Motivating & assessing employees — Expert

March 2021

Motivating others to achieve objectives and identifying improvements or corrective actions

Full results: Expert



Lori A. Sibbinette
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

September 8, 2021

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

REQUESTED ACTION

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

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
FIT/NHNN, Inc. Manchester, NH	#15773 0-B001	Manchester	\$381,957	\$168,162	\$530,119	O: 6/19/19 #29B A1: 1/22/21 #20
Hope on Haven Hill, Inc. Rochester, NH	#275119- B001	Rochester	\$200,300	\$65,604	\$265,904	O: 6/19/19 #29B A1: 1/22/21 #20
Homestead Inn 1765, LLC Boscawen, NH	#312235- B001	Boscawen	\$245,788	\$116,234	\$362,022	O: 10/23/19 #18 A1: 1/22/21 #20
Dismas Home of New Hampshire Manchester, NH	#290061- B001	Manchester	\$100,000	\$0	\$100,000	O: 6/19/19 #29B
		Total:	\$908,045	\$350,000	\$1,258,045	

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

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

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

Area served: Statewide

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

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

Vendor Name		FIT/NHNN, Inc.			Vendor # 157730		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount	
2019	102-500731	Contracts for Program Services	92057040	\$2,970.00	\$0.00	\$2,970.00	
2020	102-500731	Contracts for Program Services	92057040	\$127,555.00	\$0.00	\$127,555.00	
2021	102-500731	Contracts for Program Services	92057040	\$32,633.00	\$0.00	\$32,633.00	
2021	102-500731	Contracts for Program Services	92057046	\$36,799.00	\$0.00	\$36,799.00	
2021	102-500731	Contracts for Program Services	92057048	\$108,000.00	\$0.00	\$108,000.00	
2022	102-500731	Contracts for Program Services	92057048	\$54,000.00	\$0.00	\$54,000.00	
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$126,121.00	\$126,121.00	
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$42,041.00	\$42,041.00	
Sub Total				\$361,957.00	\$168,162.00	\$530,119.00	

Vendor Name		Hope on Haven Hill, Inc.			Vendor # 275199		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount	
2019	102-500731	Contracts for Program Services	92057040	\$35,332.00	\$0.00	\$35,332.00	
2020	102-500731	Contracts for Program Services	92057040	\$60,442.00	\$0.00	\$60,442.00	
2021	102-500731	Contracts for Program Services	92057040	\$26,970.00	\$0.00	\$26,970.00	
2021	102-500731	Contracts for Program Services	92057046	\$14,356.00	\$0.00	\$14,356.00	
2021	102-500731	Contracts for Program Services	92057048	\$42,133.00	\$0.00	\$42,133.00	
2022	102-500731	Contracts for Program Services	92057048	\$21,067.00	\$0.00	\$21,067.00	
2022	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$49,203.00	\$49,203.00	
2023	074-500585	Grants for Pub Asst and Rel	92057048	\$0.00	\$16,401.00	\$16,401.00	
Sub Total				\$200,300.00	\$65,604.00	\$265,904.00	

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

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

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$530,119.
3. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.2., to read:
6.2. Reserved.
4. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.11., to read:
6.11. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana for treatment using marijuana. The Contractor shall ensure:
 - 6.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 6.11.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - 6.11.3. This marijuana restriction applies to all subcontracts and memoranda of understanding (MOU) that receive SOR funding.
5. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards, Subsection 6.12., to read:
6.12. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:
 - 6.12.1. Internal policies for the distribution of Fentanyl strips;
 - 6.12.2. Distribution methods and frequency; and
 - 6.12.3. Other key data as requested by the Department.
6. Modify Exhibit A, Scope of Services, Section 6, State Opioid Response (SOR) Grant Standards by adding Subsection 6.13., to read:

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

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

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

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

State of New Hampshire
Department of Health and Human Services

9/1/2021

Date

DocuSigned by:

Katja Fox

Name: Katja Fox

Title: Director

FIT/NHNNH Inc.

8/31/2021

Date

DocuSigned by:

Maria Devlin

Name: Maria Devlin

Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

9/3/2021

Date

DocuSigned by:

J. Christopher Marshall

0430458C8004463

Name: J. Christopher Marshall

Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-7 Budget Amendment #2
SOR II Budget

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

Contractor Name: FITARHNN, Inc.

Budget Request for: Recovery Housing for Individuals with OUD

Budget Period: 8/30/21-6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 74,065.00	\$ -	\$ 74,065.00	\$ -	\$ -	\$ -	\$ 74,065.00	\$ -	\$ 74,065.00
2. Employee Benefits	\$ 14,811.00	\$ -	\$ 14,811.00	\$ -	\$ -	\$ -	\$ 14,811.00	\$ -	\$ 14,811.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 37,255.00	\$ -	\$ 37,255.00	\$ -	\$ -	\$ -	\$ 37,255.00	\$ -	\$ 37,255.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stipend/Meeting expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cultural/Linguistic Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 126,121.00	\$ -	\$ 126,121.00	\$ -	\$ -	\$ -	\$ 126,121.00	\$ -	\$ 126,121.00
Indirect As A Percent of Direct 0.0%									

Exhibit B-6 Budget Amendment #2
SOR # Budget

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

Contractor Name: FIT/HRH, Inc.

Budget Request for: Recovery Housing for Individuals with OUD

Budget Period: SFY 2023 7/1/22-6/30/23

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	\$ 25,425.00	\$ -	\$ 25,425.00	\$ -	\$ -	\$ -	\$ 25,425.00	\$ -	\$ 25,425.00
2. Employee Benefits	\$ 5,085.00	\$ -	\$ 5,085.00	\$ -	\$ -	\$ -	\$ 5,085.00	\$ -	\$ 5,085.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 11,531.00	\$ -	\$ 11,531.00	\$ -	\$ -	\$ -	\$ 11,531.00	\$ -	\$ 11,531.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific detail mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stipend/Meeting expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cultural/Linguistic Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 42,041.00	\$ -	\$ 42,041.00	\$ -	\$ -	\$ -	\$ 42,041.00	\$ -	\$ 42,041.00

Indirect As A Percent of Direct

0.0%

DEC31'20 PM 4:18 RCUD

20 mac



Lori A. Shibley
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

December 11, 2020

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

REQUESTED ACTION

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

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

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

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

Fiscal Detail Attached

EXPLANATION

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

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

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

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

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

The Department will continue to monitor services through monthly reporting of de-identified aggregate data including:

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

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

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

Area served: Statewide.

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

Respectfully submitted,



Lori A. Weaver
Deputy Director

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT						
100% Federal Funds CFDA #93.788 FAJN H79TI081685 and H79TI083326						
FIT/NHNN, Inc (#157730-B001)						
State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	92057040	32,632.50	(29,662)	2,970.50
2020	Contracts for Prog Svs	102-500731	92057040	130,530	(2,975)	127,555
2021	Contracts for Prog Svs	102-500731	92057040	32,632.50	-0-	32,632.50
2021	Contracts for Prog Svs	102-500731	92057046	-0-	36,799	36,799
2021	Contracts for Prog Svs	102-500731	92057048	-0-	108,000	108,000
2022	Contracts for Prog Svs	102-500731	92057048	-0-	54,000	54,000
Subtotal				195,795	166,162	361,957
Homestead Inn 1765, LLC (#312235-B001)						
State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2020	Contracts for Prog Svs	102-500731	92057040	94,122	(8,622)	85,500
2021	Contracts for Prog Svs	102-500731	92057040	22,878	-0-	22,878
2021	Contracts for Prog Svs	102-500731	92057046	-0-	25,411	25,411
2021	Contracts for Prog Svs	102-500731	92057048	-0-	74,666	74,666
2022	Contracts for Prog Svs	102-500731	92057048	-0-	37,333	37,333
Subtotal				117,000	128,788	245,788

Hope on Haven Hill (#275119-B001)						
State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	92057040	73,330	(37,998)	35,332
2020	Contracts for Prog Svs	102-500731	92057040	100,000	(39,558)	60,442
2021	Contracts for Prog Svs	102-500731	92057040	26,970	-0-	26,970
2021	Contracts for Prog Svs	102-500731	92057046	-0-	14,356	14,356
2021	Contracts for Prog Svs	102-500731	92057048	-0-	42,133	42,133
2022	Contracts for Prog Svs	102-500731	92057048	-0-	21,067	21,067
Subtotal				200,300	-0-	200,300
Dismas Home of New Hampshire (#290061-B001)						
State Fiscal Year	Class Title	Class Account	Activity Code	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	92057040	38,567	-0-	38,567
2020	Contracts for Prog Svs	102-500731	92057040	49,146	-0-	49,146
2021	Contracts for Prog Svs	102-500731	92057040	12,287	-0-	12,287
Subtotal				100,000	-0-	100,000
Total				613,095	294,950	908,045



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

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$361,957.
3. Modify Exhibit A, Scope of Services Section 2. Subsection 2.7, by adding Paragraph 2.7.19., to read:
 - 2.7.19. The Contractor shall ensure patients seeking services receive a Doorway referral for substance use and ongoing care coordination if the individual:
 - 2.7.19.1 Enters care directly through the Contractor; and
 - 2.7.19.2 Consents to information sharing with the Doorway(s).
4. Modify Exhibit A, Scope of Services, Section 4, to read:
 4. Reporting Requirements
 - 4.1 The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.
5. Modify Exhibit A, Scope of Services, by adding Section 5, Performance Measures, to read:
 5. Performance Measures
 - 5.1 The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
6. Modify Exhibit A Scope of Services, by adding Section 6, State Opioid Response (SOR) Grant Standards, to read:
 6. State Opioid Response (SOR) Grant Standard



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

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

MD



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

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



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

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

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

State of New Hampshire
Department of Health and Human Services

12/21/2020

Date

Decided by:

Katja Fox

Name: Katja Fox

Title: Director

FIT/NHNH, Inc

Decided by:

Maria Devlin

Name: Maria Devlin

Title: President & CEO

12/21/2020

Date



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

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

OFFICE OF THE ATTORNEY GENERAL

12/22/2020

Date

DocuSigned by:

Name: Catherine Pinós

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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



EXHIBIT B Amendment #1

Methods and Conditions Precedent to Payment

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

FIT/NHNH, Inc

Exhibit B Amendment #1

Contractor Initials

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12/21/2020

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

Page 1 of 4

Date

Rev. 01/08/19

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



EXHIBIT B Amendment #1

- 4.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 4.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 4.1.3. Invoices supporting expenses reported.
 - 4.1.3.1. Unallowable expenses include, but are not limited to:
 - 4.1.3.1.1. Amounts belonging to other programs.
 - 4.1.3.1.2. Amounts prior to effective date of contract.
 - 4.1.3.1.3. Construction or renovation expenses.
 - 4.1.3.1.4. Food or water for employees.
 - 4.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
 - 4.1.3.1.6. Fines, fees, or penalties.
 - 4.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
 - 4.1.3.1.8. Cell phones and cell phone minutes for clients.
- 4.1.4. Receipts for expenses within the applicable state fiscal year.
- 4.1.5. Cost center reports.
- 4.1.6. Profit and loss report.
- 4.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 4.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 4.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

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

MD
Date 12/21/2020

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



EXHIBIT B Amendment #1

restrictions included in the Funding Opportunity Announcement (FOA).

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

SOR Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
7. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
10. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
11. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services, including failure to submit required monthly and/or quarterly reports.
12. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
 - 13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

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



EXHIBIT B Amendment #1

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

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Exhibit B-4 Amendment #1
NCE Budget

New Hampshire Department of Health and Human Services												
Contractor Name: FTT&B&B, Inc.												
Budget Request for: Recovery Housing for Individuals with OUD												
Budget Period: SFY21 09/30/20-12/31/20 (NCE)												
Line Item	Total Program Cost			Contractor Share / Match			Funded by B&B contract share					
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total			
1. Total Salary/Wages	14,000.00		14,000.00				14,000.00		14,000.00			
2. Employee Benefits	7,800.00		7,800.00				7,800.00		7,800.00			
3. Consultants												
4. Equipment												
5. Supplies												
6. Travel												
7. Occupancy	19,999.00		19,999.00				19,999.00		19,999.00			
8. Current Expenses												
9. Software												
10. Marketing/Communications												
11. Staff Education and Training												
12. Subcontract Agreements												
13. Other (specific detail mandatory)												
TOTAL	36,799.00		36,799.00				36,799.00		36,799.00			

Indirect As A Percent of Direct

0.0%

Letter Bid Assignment to
SOW Contract

New Hampshire Department of Health and Human Services									
Contract Name: PH 200401-001									
Budget Account for: Summary Housing for Individuals with Disabilities									
Budget Period: FY21 10/01/04-09/30/05 (2004)									
Line Item	Total Program Cost			Costs for Shared Services			Funded by Other Sources		
	Fixed	Variable	Total	Fixed	Variable	Total	Fixed	Variable	Total
1. Base Compensation	1,000,000		1,000,000						
2. Contractual Services	1,000,000		1,000,000						
3. Construction									
4. Equipment									
5. Furniture									
6. Information Systems									
7. Materials									
8. Professional Services									
9. Rental of Equipment									
10. Rental of Facilities									
11. Rental of Vehicles									
12. Travel									
13. Other (See Attachment 1) (Variable)									
TOTAL	2,000,000	0	2,000,000	0	0	0	0	0	0

Section 84 Amendment 11
 000 1 Budget

New Hampshire Department of Health and Human Services										
Contract Name: FLEISS, Inc.										
Budget Request for: Recovery Housing for Individuals with OUD										
Fiscal Year: 2017-2018										
Budget Period: 07/01/2017-06/30/2018										
Line Item	Description	Total Requested			Funds Available			Funds Available		
		Original	Amended	Total	Original	Amended	Total	Original	Amended	Total
1	Salaries	1,100,000		1,100,000				1,100,000		1,100,000
2	Travel									
3	Telephone									
4	Printing									
5	Supplies									
6	Contractual Services									
7	Professional Services									
8	Information Systems									
9	Construction									
10	Capital Equipment									
11	Debt Service									
12	Other (Specify in Remarks)									
TOTAL		1,100,000		1,100,000				1,100,000		1,100,000

Percent As a Percent of Total

29B mac



Jeffrey A. Meyers
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.dbhs.nh.gov

May 16, 2019

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

REQUESTED ACTION

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,


Jeffrey A. Meyers
Commissioner

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

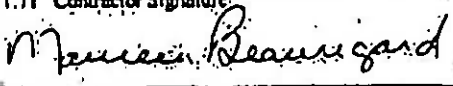
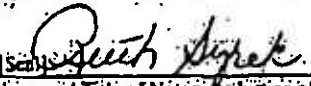

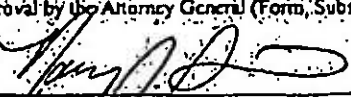
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name FIT/NH/NH, Inc.		1.4 Contractor Address 122 Market Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-641-9441	1.6 Account Number 03-095-092-920510-7040-0000-102-500731	1.7 Completion Date September 29, 2020 September 30, 2020 <i>AB</i> 5-31-19	1.8 Price Limitation \$195,795
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	
1.13 Acknowledgement: State of New Hampshire County of Hillsborough. On March 15, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		RUTH A. SYREK, Notary Public My Commission Expires September 5, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin. Assl, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katy S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/24/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

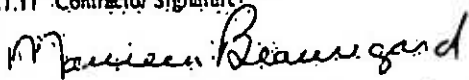
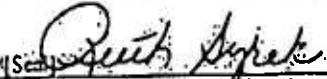
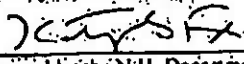

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name FIT/THNE, Inc.		1.4 Contractor Address 122 Market Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-641-9441	1.6 Account Number 05-095-092-920510-7040-0000-102-300731	1.7 Completion Date September 30, 2020	1.8 Price Limitation \$195,795
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Maureen Beaugard, President	
1.13 Acknowledgment: State of New Hampshire County of Hillsborough On March 15, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		RUTH A. SYREK, Notary Public My Commission Expires September 5, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin. Asst., Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katy S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/24/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State 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 remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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



Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

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

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Exhibit A



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

2.4. Organizational/Administrative Standards

- 2.4.1. The Contractor shall be a legal business entity.
- 2.4.2. The Contractor shall have a written mission and vision statement.
- 2.4.3. The Contractor shall have a written code of ethics for the Recovery Residence.
- 2.4.4. The Contractor shall carry general liability insurance.
- 2.4.5. The Contractor shall comply with state and federal requirements. If required, documents such as licenses and certificates of occupancy must be visible for public view.
- 2.4.6. The Contractor shall clearly identify the responsible person(s) responsible for the Recovery Residence to all residents.
- 2.4.7. The Contractor shall provide a minimum qualifications, duties and responsibilities for the responsible person(s) of the residence. This information must be present in a job description and/or contract.
- 2.4.8. The Contractor shall ensure the living environment is free from drugs and alcohol.
- 2.4.9. The Contractor shall establish procedures for continuous quality improvement to include, but is not limited to:
 - 2.4.9.1. Collect, evaluate and report accurate process.
 - 2.4.9.2. Collect, evaluate and report outcomes data.
- 2.4.10. The Contractor shall provide proof of written permission to operate a Recovery Residence on the property from the land owner/landlord, if applicable.

2.5. Fiscal Management Standards

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

2.6. Operation Standards

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

New Hampshire Department of Health and Human Services
Recovery Housing for Individuals with Opioid Use Disorder
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2.7. Recovery Support Standards

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

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



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

2.8. Property Standards:

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

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Recovery Housing for Individuals with Opioid Use Disorder
Exhibit A



- 2.8.12. The Contractor shall provide spaces to hold meetings accessible to all residents.
- 2.8.13. The Contractor shall provide appliances in a good and working condition.
- 2.8.14. The Contractor shall provide furniture in good condition.
- 2.8.15. The Contractor shall provide routine and emergency repairs to all aspects of the residence.

2.9. Good Neighbor Standards

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

3. Complete Criminal Background Check

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

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



4. State Opioid Response (SOR) Grant Standards

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

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



Exhibit A-1



National Association of Recovery Residences


Standard for Recovery Residences

Version 1.0
September 2011

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



EXHIBIT A-1

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

Contractor Initials: 
 Date: 1-15-2021

National Association of Recovery Residences Member Standards

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

National Association of Recovery Residences Member Standards

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

National Association of Recovery Residences Member Standards

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

National Association of Recovery Residences Member Standards

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



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

Exhibit B

Method and Conditions Precedent to Payment

1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, FAIN T1081685.

1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.

2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.

2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.

2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7, Completion Date.

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

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

2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1

New Hampshire Department of Health and Human Services

HIV/AIDS Program Budget Allocation to Prevention and Outreach (The William Sturgeon Memorial Program)

Budget Period: April 1, 2018 to June 30, 2018 (FY 2018)

Line Item	2018 Budget		2017 Budget		2016 Budget		2015 Budget	
	Original	Revised	Original	Revised	Original	Revised	Original	Revised
01. Personnel	11,421,000	11,421,000	11,421,000	11,421,000	11,421,000	11,421,000	11,421,000	11,421,000
02. Contractual Services	1,234,500	1,234,500	1,234,500	1,234,500	1,234,500	1,234,500	1,234,500	1,234,500
03. Materials	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
04. Travel	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
05. Other	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total	14,355,500	14,355,500	14,355,500	14,355,500	14,355,500	14,355,500	14,355,500	14,355,500

Prepared by: [Name]

Date: [Date]

Page 1 of 1

3-15-2018

Exhibit B-2

New Hampshire Department of Health and Human Services

Department of Health and Human Services - The State's Recovery Program
 Budget Request for the Administration Budget
 Budget Period: July 1, 2018 to June 30, 2019

Agency	Fiscal Program Cost			Direct Cost (DC)			Total Cost		
	Agency	Fiscal Year	Amount	Agency	Fiscal Year	Amount	Agency	Fiscal Year	Amount
1. Administration	12/2018	12,000		12/2018			12/2018		12,000
2. Administration	12/2018			12/2018			12/2018		
3. Administration	12/2018			12/2018			12/2018		
4. Administration	12/2018			12/2018			12/2018		
5. Administration	12/2018			12/2018			12/2018		
6. Administration	12/2018			12/2018			12/2018		
7. Administration	12/2018			12/2018			12/2018		
8. Administration	12/2018			12/2018			12/2018		
9. Administration	12/2018			12/2018			12/2018		
10. Administration	12/2018			12/2018			12/2018		
11. Administration	12/2018			12/2018			12/2018		
12. Administration	12/2018			12/2018			12/2018		
13. Administration	12/2018			12/2018			12/2018		
14. Administration	12/2018			12/2018			12/2018		
15. Administration	12/2018			12/2018			12/2018		
16. Administration	12/2018			12/2018			12/2018		
17. Administration	12/2018			12/2018			12/2018		
18. Administration	12/2018			12/2018			12/2018		
19. Administration	12/2018			12/2018			12/2018		
20. Administration	12/2018			12/2018			12/2018		
21. Administration	12/2018			12/2018			12/2018		
22. Administration	12/2018			12/2018			12/2018		
23. Administration	12/2018			12/2018			12/2018		
24. Administration	12/2018			12/2018			12/2018		
25. Administration	12/2018			12/2018			12/2018		
26. Administration	12/2018			12/2018			12/2018		
27. Administration	12/2018			12/2018			12/2018		
28. Administration	12/2018			12/2018			12/2018		
29. Administration	12/2018			12/2018			12/2018		
30. Administration	12/2018			12/2018			12/2018		
31. Administration	12/2018			12/2018			12/2018		
32. Administration	12/2018			12/2018			12/2018		
33. Administration	12/2018			12/2018			12/2018		
34. Administration	12/2018			12/2018			12/2018		
35. Administration	12/2018			12/2018			12/2018		
36. Administration	12/2018			12/2018			12/2018		
37. Administration	12/2018			12/2018			12/2018		
38. Administration	12/2018			12/2018			12/2018		
39. Administration	12/2018			12/2018			12/2018		
40. Administration	12/2018			12/2018			12/2018		
41. Administration	12/2018			12/2018			12/2018		
42. Administration	12/2018			12/2018			12/2018		
43. Administration	12/2018			12/2018			12/2018		
44. Administration	12/2018			12/2018			12/2018		
45. Administration	12/2018			12/2018			12/2018		
46. Administration	12/2018			12/2018			12/2018		
47. Administration	12/2018			12/2018			12/2018		
48. Administration	12/2018			12/2018			12/2018		
49. Administration	12/2018			12/2018			12/2018		
50. Administration	12/2018			12/2018			12/2018		
TOTAL	12/2018	12,000		12/2018			12/2018		12,000

NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
 100 North Main Street, Room 1000
 Concord, NH 03301

Form No. 1
 Page 1 of 1

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 3-15-2018

Exhibit D-3

New Hampshire Department of Health and Human Services

Department of Health and Human Services - New Hampshire (The following summary table by program)

(Budgetary Control System: SFY 2019 B000000000)

Output Period: July 1, 2018 to September 30, 2018

Program	Total Available		Total Available		Total Available		Total Available	
	Actual	Encumbrance	Actual	Encumbrance	Actual	Encumbrance	Actual	Encumbrance
01 Administration	11,210	7,210	11,210	7,210			11,210	7,210
02 Health Services								
03 Health Planning and Statistics								
04 Health Care Financing								
05 Health Care Delivery								
06 Health Care Support								
07 Health Care Administration								
08 Health Care Facilities								
09 Health Care Information Systems								
10 Health Care Research and Statistics								
11 Health Care Evaluation and Research								
12 Health Care Quality Improvement								
13 Health Care Policy and Planning								
14 Health Care Law and Ethics								
15 Health Care Communication								
16 Health Care Public Health								
17 Health Care Environmental Health								
18 Health Care Occupational Safety and Health								
19 Health Care Radiation Protection								
20 Health Care Blood and Blood Products								
21 Health Care Organ and Tissue Donation								
22 Health Care Transplantation								
23 Health Care Biomedical Research								
24 Health Care Biotechnology								
25 Health Care Genetic Testing								
26 Health Care Health Care Reform								
27 Health Care Health Care Access								
28 Health Care Health Care Quality								
29 Health Care Health Care Safety								
30 Health Care Health Care Security								
31 Health Care Health Care Statistics								
32 Health Care Health Care Research								
33 Health Care Health Care Policy								
34 Health Care Health Care Law								
35 Health Care Health Care Ethics								
36 Health Care Health Care Communication								
37 Health Care Health Care Public Health								
38 Health Care Health Care Environmental Health								
39 Health Care Health Care Occupational Safety and Health								
40 Health Care Health Care Radiation Protection								
41 Health Care Health Care Blood and Blood Products								
42 Health Care Health Care Organ and Tissue Donation								
43 Health Care Health Care Transplantation								
44 Health Care Health Care Biomedical Research								
45 Health Care Health Care Biotechnology								
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48 Health Care Health Care Health Care Access								
49 Health Care Health Care Health Care Quality								
50 Health Care Health Care Health Care Safety								
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New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

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

Exhibit C - Special Provisions

Contractor Initials

TSB

New Hampshire Department of Health and Human Services
Exhibit C



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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract, and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Exhibit C - Special Provisions

Contractor Initials

MBB

New Hampshire Department of Health and Human Services
Exhibit C



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

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

Exhibit C - Special Provisions

Contractor Initials: 

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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

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

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

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

MB

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. Contract Definitions:

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

Handwritten initials in black ink, possibly "RFB", written over a horizontal line.

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishing a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal:

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

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, 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 03301-8505

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

Contractor Initials *MB*

Date 3-15-2019

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.

Contractor Name: FIT-NANH, Inc.

March 15, 2019,
Date:

Maurien Beauregard
Name: Maurien Beauregard
Title: President

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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.

Contractor Name: FIT-NHNN, Inc.

March 15, 2019
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

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 anti-trust 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 (1)(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 78, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2 where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: FIT-NHNN, Inc.

March 15, 2019
Date:

Maureen Beauregard
Name: Maureen Beauregard
Title: President

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1601, 1603, 1685-88), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6108-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle-blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: FIT-NHNN, Inc.

March 15, 2019
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

Exhibit G

Contractor Initials *MB*

Certification of Compliance with requirements pertaining to Federal Non-Discrimination, Equal Treatment of Non-Based Organizations and Whistleblower Protections.

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: FIT-NHNN, Inc.

March 15, 2019
Date


Name: Maureen Beauregard
Title: President

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) **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 45CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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

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Contractor Initials

[Handwritten Signature]

Date 3-15-2019



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 3.1(i). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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Contractor Initials

Date 3-15-2019

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 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

AB

Date 3-15-2019

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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MSB

Date 3-15-2019



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
The State

Kate S. Fox
Signature of Authorized Representative

Kate S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

4/29/19
Date

FIT-NHNN, Inc.
Name of the Contractor

Maureen Beaugard
Signature of Authorized Representative

Maureen Beaugard
Name of Authorized Representative

President
Title of Authorized Representative

March 15, 2019
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: FIT-NHNN, Inc.

Name: Maureen Beauregard
Title: President

March 15, 2019
Date

Contractor Initials

Date 3-15-2019



New Hampshire, Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 825360399

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

X NO YES

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

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

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

NO YES

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

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

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

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

Contractor Initials: MSB
Date: 3-15-2019

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data; unwanted disruption or denial of service; the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information

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

New Hampshire Department of Health and Human Services

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition:

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

IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



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

[Handwritten Signature]

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Handwritten initials, possibly 'MB', written in black ink.