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

Jeffrey A. Meyers
 Commissioner

Katja S. Fox
 Director

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August 26, 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 a **sole source** agreement with New Hampshire Coalition on Recovery Residences (NHCORR) Vendor # TBD, 188 King St. Boscawen, NH 03303, to provide services to certify and support recovery homes in New Hampshire, and to develop and administer a rental assistance program for residents who are entering recovery homes, in an amount not to exceed \$750,000 effective upon Governor and Executive Council approval through June 30, 2021. 100% Other Funds (Governor's Commission Funds).

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

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92058501	\$375,000
2021	102-500731	Contracts for Prog Svc	92058501	\$375,000
			Total	\$750,000

EXPLANATION

This request is **sole source** because on June 21, 2019, the Governor's Commission on Alcohol and other Drugs voted to fund NHCORR. Per RSA 12-J, the Department carries out the administrative functions of the Commission. The Contractor is the New Hampshire affiliate of the

National Association of Recovery Residences (NARR), and is the only organization in New Hampshire that certifies recovery homes to meet nationally recognized NARR quality standards for safety, recovery support, and ethical operation.

The purpose of this request is to develop and implement a system for certification of recovery homes, including training, technical assistance and tracking of capacity, and ombudsman services, to investigate and address complaints about certified recovery homes. The Contractor will also establish and manage a rental assistance program for residents who are entering recovery homes.

Approximately 40 recovery homes will be certified from October 1, 2019 through June 30, 2021.

The Contractor will certify that recovery homes statewide meet the NARR standards for safe, ethical, quality operation that focuses on residents' well-being using social model recovery practices. Additionally, the Contractor will develop and support a strong coalition of recovery home operators, home leadership members, recovery advocates, and community volunteers to provide peer support and peer review of homes as well as referral networks between homes. This will include providing targeted technical assistance to operators who are willing to establish recovery homes in underserved geographic areas and/or accommodate critical need populations such as persons receiving medication assisted recovery services, and lesbian, gay, bisexual, transgender, questioning, intersex, and asexual (LGBTQIA) persons.

Recovery housing is an essential need for many people in early recovery from substance use disorders. Currently, New Hampshire has no system to encourage the development of recovery housing that meet national standards and assures the quality of safe, ethical housing practices focused on resident well-being and a social model of recovery support. This contract would encourage that development and provide accountability and accessibility to meet this essential housing need.

The Department will monitor the effectiveness of the Contractor and the delivery of services under this agreement, and has set the following performance measures:

- 60% of homes that are eligible for certification must complete the process within one year.
- 60% of homes eligible for re-certification successfully must complete the recertification process.
- 100% of qualified concerns and complaints must receive a response.
- 90% of all rental assistance applications must receive a response within 5 business days

As referenced in Exhibit C-1 of this contract, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval from the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, New Hampshire may continue to lack sufficient adequate housing for people in need of recovery from substance use disorders, and may not have a documented certification process to ensure that recovery

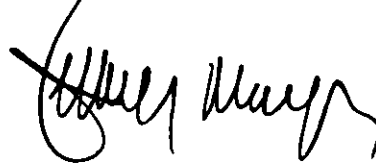
housing is safe, ethical and meets minimum standards set by NARR.

Area served: Statewide

Source of Funds: 100% Other Funds (Governor's Commission Funds).

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", written over a large, faint circular stamp or watermark.

Jeffrey A. Meyers
Commissioner

Subject: Recovery Housing Certification and Rental Assistance (SS-2020-BDAS-07-RECOV)



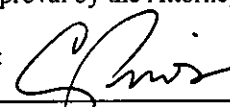
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 New Hampshire Coalition of Recovery Residences (NHCORR)		1.4 Contractor Address 188 King St. Boscawen, NH 03303	
1.5 Contractor Phone Number 603-247-3064	1.6 Account Number 05-95-92-92058510- 3382	1.7 Completion Date 6/30/2021	1.8 Price Limitation \$750,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kristine Paquette Co-Chair	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>September 10, 2019</u> 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 <div style="display: flex; align-items: center;"> [Seal]  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace JANINE N. LAROSE, Notary Public My Commission Expires July 19, 2022			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja 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:  CATHERINE PINOS On: 9/27/19			
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 80:7-c or any other provision of law.

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

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

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

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

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

Contractor Initials BP
Date 9/10/19

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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.



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.

2. Scope of Work

- 2.1. The Contractor shall provide support to recovery homes statewide that are seeking certification as Social Model recovery homes based on current National Alliance for Recovery Residences (NARR) standards, as described in Exhibit A-1, NARR Standard 3.0. The Contractor shall ensure support includes, but is not limited to:
 - 2.1.1. Technical assistance to recovery homes seeking Social Model recovery home certification.
 - 2.1.2. A data system, as approved by the Department, capable of:
 - 2.1.2.1. Monitoring certification and recertification of recovery homes.
 - 2.1.2.2. Monitoring capacity of certified recovery homes.
 - 2.1.3. Developing and publishing a Recovery Housing Operators manual.
- 2.2. The Contractor shall provide a training program for recovery housing operators to meet certification standards that is available in-person and via remote access. The Contractor shall ensure the training program includes, but is not limited to:
 - 2.2.1. A description of the Contractor's organization, and NARR.
 - 2.2.2. A definition of recovery housing.
 - 2.2.3. An overview of the application process for certification as a Social Model recovery home.
 - 2.2.4. The Contractor's responsibilities in the certification process.
 - 2.2.5. A description of peer review as it pertains to the certification.
 - 2.2.6. An explanation of the certification requirements for each level of recovery housing.
 - 2.2.7. A description of The Social Model of Recovery, which may include, but is not limited to:



Exhibit A

- 2.2.7.1. Basics of the Social Model.
- 2.2.7.2. A definition of Homelike Environment
- 2.2.7.3. How to determine if a recovery home is implementing the Social Model.
- 2.2.7.4. Best practices for quality improvement plans for policies, procedures and documents.
- 2.2.8. An overview of the physical inspection criteria for recovery home certification.
- 2.2.9. The process for handling identified concerns and complaints.
- 2.3. The Contractor shall develop and implement a fair, consistent and sustainable certification and recertification process for recovery housing, as described in Exhibit A-2, Certification Process, which includes, but is not limited to:
 - 2.3.1. An introductory visit to the recovery home by a member of the Contractor's Certification Review Team, which must include, but is not limited to:
 - 2.3.1.1. A meeting with the recovery home's leadership team.
 - 2.3.1.2. A walkthrough of the premises by the Contractor's Certification Review Team member.
 - 2.3.2. The use of standardized assessment tools.
 - 2.3.3. Requesting evidence provided from each certified recovery home that the recovery home, or some aspect of the recovery home's operation, has been licensed, inspected, approved, or certified by a recognized authority with legally mandated oversight of the recovery home or some aspect of its operation, when applicable.
 - 2.3.4. Creation of a Certification Portfolio as described in Exhibit A-2, for each certified recovery home.
- 2.4. The Contractor shall provide training on best practices to recovery home operators, leadership, and residents no less than 2 (two) times in each calendar year, which may include, but is not limited to providing training on:
 - 2.4.1. Cultural competency.
 - 2.4.2. Toxicology and drug testing.
 - 2.4.3. Medication Assisted Recovery (MAR).
 - 2.4.4. Naloxone administration.
 - 2.4.5. Good neighbor practices.
- 2.5. The Contractor shall provide targeted technical assistance to recovery home operators establishing recovery homes in underserved geographic areas to

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Exhibit A

- provide guidance on addressing specific needs for each geographic region, which may include, but is not limited to providing consultation for policies and procedures to respond to concerns from the local community.
- 2.6. The Contractor shall provide targeted technical assistance, which may include best practices for working with unique populations, to recovery home operators establishing recovery homes that accommodate critical need populations, which may include, but are not limited to:
 - 2.6.1. Individuals engaged in MAR.
 - 2.6.2. Individuals identifying as lesbian, gay, bisexual, transsexual, questioning, intersex, and asexual (LGBTQIA).
 - 2.7. The Contractor shall develop and maintain a process for information on recovery homes availability and bi-directional referrals with recovery community organizations (RCOs).
 - 2.8. The Contractor shall assist recovery home operators to establish a relationship with access points to substance use disorder services known as the Doorways (<https://www.thedoorway.nh.gov/hubmap>).
 - 2.9. The Contractor shall provide ombudsman services and develop a process, as approved by the Department, to qualify, review, mediate, and/or refer to appropriate authorities concerns and complaints from third parties or residents about a certified recovery home.
 - 2.10. The Contractor shall develop and implement a process, as approved by the Department, that requires certified recovery houses to receive training to mitigate further concerns and complaints regarding recovery housing and processes.
 - 2.11. The Contractor shall recertify each certified recovery home on an annual basis, using the same process that is used for certification.
 - 2.12. The Contractor shall establish a rental assistance program that assists with offsetting payments for Recovery Housing rental payments. The Contractor shall:
 - 2.12.1. Provide a written description of the program to the Department for approval.
 - 2.12.2. Make information on the program available to potential applicants through referral resources which may include, but not be limited to certified recovery homes, RCOs, and Doorways.
 - 2.13. The Contractor shall maintain active participation in NARR affiliate and national activities.



Exhibit A

3. Reporting

- 3.1. The Contractor shall submit written reports to the Department on a quarterly basis, no later than three (3) weeks after the end of each quarter.
- 3.2. The Contractor shall ensure that each quarterly report includes, but is not limited to:
 - 3.2.1. A narrative overview and description of contract activities performed during the previous three (3) months, which includes, but is not limited to:
 - 3.2.1.1. A description of each reported concern or complaint, as qualified by the ombudsman, for each recovery housing operator and recovery home.
 - 3.2.1.2. A description of the resolution for each reported qualified concern or complaint, which may include, but is not limited to:
 - 3.2.1.2.1. Mediation.
 - 3.2.1.2.2. Referral to an outside agency or practitioner.
 - 3.2.1.2.3. Required improvements to services.
 - 3.2.1.2.4. Probation.
 - 3.2.1.2.5. Revocation of certification.
 - 3.2.2. The number of recovery homes currently certified.
 - 3.2.3. The number of recovery homes in process of certification.
 - 3.2.4. The capacity, geographic regions and recovery practices of each certified recovery home.
 - 3.2.5. The number of people receiving rental assistance and the total amount of awards per recovery home.
 - 3.2.6. The number and type of training sessions provided for each recovery home, which must include, but is not limited to:
 - 3.2.6.1. A description of the topic for each training session.
 - 3.2.6.2. Total number of attendees for each training class.
 - 3.2.7. The total number and type of technical assistance activities provided to recovery homes.

4. Performance Measures

- 4.1. The Contractor shall ensure a minimum of:
 - 4.1.1. 60% of homes that are eligible for certification complete the certification process within one year.

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Exhibit A

- 4.1.2. 60% of homes eligible for re-certification successfully complete the recertification process.
- 4.1.3. 95% of qualified concerns and complaints receive a response.
- 4.1.4. 80% of all rental assistance applications receive a response within five (5) business days.

5. Deliverables

- 5.1. The Contractor shall deliver a final draft of the Recovery Housing Operators manual to the Department no later than January 1, 2020.
- 5.2. The Contractor shall produce the Recovery Housing Operator's Manual, with approval from the Department of the final draft, and make the manual available to operators of each recovery home that is certified or in the process of certification no later than April 1, 2020.
- 5.3. The Contractor provide a Certification Workbook, in print or electronic form, to each recovery home operator that requests certification.
- 5.4. The Contractor shall provide a NARR Standard Guide, in print or electronic form, to each recovery home operator that requests certification.
- 5.5. The Contractor shall certify no less than forty (40) recovery homes by June 30, 2021, and shall provide to each certified recovery home a Certification Portfolio as described in Exhibit A-2, Certification Process.

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NARR Standard 3.0

Introduction

NARR was founded in 2011 by a group of organizations and individuals with vast experience in recovery housing from across the country. From the beginning, NARR has been committed to developing and maintaining a national standard for all levels of recovery housing. The term “recovery residence” denotes safe and healthy residential environments in which skills vital for sustaining recovery are learned and practiced in a home-like setting, based on Social Model principles. The Social Model is fundamental to all levels of recovery residences. Social Model philosophy promotes norms that reinforce healthy living skills and associated values, attitudes, and connection with self and community for sustaining recovery. NARR Standard 3.0 operationalizes the Social Model across four Domains, 10 Principles, 31 Standards and their individual rules. The Standard is tailored to each of NARR’s four levels. Version 3 of the NARR Standard does not introduce any operational rules that are not already included in Version 2. Rather, it restates them in a more logical way that improves clarity and eliminates some redundant language.

Outline of the Standard

Domain 1 Administrative Operations

- Principle A. Operate with integrity: Standards 1-4
- Principle B. Uphold residents’ rights: Standards 5 and 6
- Principle C. Create a culture of empowerment where residents engage in governance and leadership: Standards 7 and 8
- Principle D. Develop staff abilities to apply the Social Model: Standards 9-13

Domain 2 Physical Environment

- Principle E. Provide a home-like environment: Standards 14 and 15
- Principle F. Promote a safe and healthy environment: Standards 16-19

Domain 3 Recovery Support

- Principle G. Facilitate active recovery and recovery community engagement: Standards 20-25
- Principle H. Model prosocial behaviors and relationship enhancement skills: Standard 26
- Principle I. Cultivate the resident’s sense of belonging and responsibility for community: Standards 27-29

Domain 4 Good Neighbor

- Principle J. Be a good neighbor: Standards 30 and 31

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Domains, Core Principles and Standards

1		Administrative and Operational Domain		LEVELS			
				I	II	III	IV
A.	Core Principle: Operate with Integrity						
	1.	Use mission and vision as guides for decision making					
	a.	A written mission that reflects a commitment to those served and identifies the population served which, at a minimum, includes persons in recovery from a substance use disorder.	✓	✓	✓	✓	
	b.	A vision statement that is consistent with NARR's core principles.	✓	✓	✓	✓	
	2.	Adhere to legal and ethical codes and use best business practices					
	a.	Documentation of legal business entity (e.g. incorporation, LLC documents or business license).	✓	✓	✓	✓	
	b.	Documentation that the owner/operator has current liability coverage and other insurance appropriate to the level of support.	✓	✓	✓	✓	
	c.	Written permission from the property owner of record (if the owner is other than the recovery residence operator) to operate a recovery residence on the property.	✓	✓	✓	✓	
	d.	A statement attesting to compliance with nondiscriminatory state and federal requirements.	✓	✓	✓	✓	
	e.	Operator attests that claims made in marketing materials and advertising will be honest and substantiated and that it does not employ any of the following: <ul style="list-style-type: none"> • False or misleading statements or unfounded claims or exaggerations; • Testimonials that do not reflect the real opinion of the involved individual; • Price claims that are misleading; • Therapeutic strategies for which licensure and/or counseling certifications are required but not applicable at the site; or • Misleading representation of outcomes. 	✓	✓	✓	✓	
	f.	Policy and procedures that ensure that appropriate background checks (due diligence practices) are conducted for all staff who will have direct and regular interaction with residents.		R	R		✓
	g.	Policy and procedures that ensure the following conditions are met if the residence provider employs, contracts with or enters into a paid work agreement with residents: <ul style="list-style-type: none"> • Paid work arrangements are completely voluntary. • Residents do not suffer consequences for declining work. • Residents who accept paid work are not treated more favorably than residents who do not. 	✓	✓	✓	✓	

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			<ul style="list-style-type: none"> All qualified residents are given equal opportunity for available work. Paid work for the operator or staff does not impair participating residents' progress towards their recovery goals. The paid work is treated the same as any other employment situation. Wages are commensurate with marketplace value and at least minimum wage. The arrangements are viewed by a majority of the residents as fair. Paid work does not confer special privileges on residents doing the work. Work relationships do not negatively affect the recovery environment or morale of the home. Unsatisfactory work relationships are terminated without recriminations that can impair recovery. 				
		h.	Staff must never become involved in residents' personal financial affairs, including lending or borrowing money, or other transactions involving property or services, except that the operator may make agreements with residents with respect to payment of fees.	✓	✓	✓	✓
		i.	A policy and practice that provider has a code of ethics that is aligned with the NARR code of ethics. There is evidence that this document is read and signed by all those associated with the operation of the recovery residence, to include owners, operators, staff and volunteers.	✓	✓	✓	✓
		3.	Be financially honest and forthright				
		a.	Prior to the initial acceptance of any funds, the operator must inform applicants of all fees and charges for which they will be, or could potentially be, responsible. This information needs to be in writing and signed by the applicant.	✓	✓	✓	✓
		b.	Use of an accounting system which documents all resident financial transactions such as fees, payments and deposits. <ul style="list-style-type: none"> Ability to produce clear statements of a resident's financial dealings with the operator within reasonable timeframes. Accurate recording of all resident charges and payments. Payments made by 3rd party payers are noted 	✓	✓	✓	✓
		c.	A policy and practice documenting that a resident is fully informed regarding refund policies prior to the individual entering into a binding agreement.	✓	✓	✓	✓
		d.	A policy and practice that residents be informed of payments from 3 rd party payers for any fees paid on their behalf.	✓	✓	✓	✓
		4.	Collect data for continuous quality improvement				
		a.	Policies and procedures regarding collection of resident's information. At a minimum data collection will <ul style="list-style-type: none"> Protect individual's identity. Be used for continuous quality improvement and 	✓	✓	✓	✓

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			<ul style="list-style-type: none"> be part of day-to-day operations and regularly reviewed by staff and residents (where appropriate). 				
B.	Core Principle: Uphold Residents' Rights						
	5.	Communicate rights and requirements before agreements are signed					
		a.	Documentation of a process that requires a written agreement prior to committing to terms that includes the following: <ul style="list-style-type: none"> Resident rights Financial obligations, and agreements Services provided Recovery goals Relapse policies Policies regarding removal of personal property left in the residence 	✓	✓	✓	✓
	6.	Protect resident information					
		a.	Policies and procedures that keep residents' records secure, with access limited to authorized staff.	✓	✓	✓	✓
		b.	Policies and procedures that comply with applicable confidentiality laws.	✓	✓	✓	✓
		c.	Policies and procedures, including social media, protecting resident and community privacy and confidentiality.	✓	✓	✓	✓
C.	Core Principle: Create a culture of empowerment where residents engage in governance and leadership						
	7.	Involve residents in governance					
		a.	Evidence that some rules are made by the residents that the residents (not the staff) implement.	✓	✓	R	R
		b.	Grievance policy and procedures, including the right to take unresolved grievances to the operator's oversight organization.	✓	✓	✓	✓
		c.	Verification that written resident's rights and requirements (e.g. residence rules and grievance process) are posted or otherwise available in common areas.	✓	✓	✓	✓
		d.	Policies and procedures that promote resident-driven length of stay.	✓	✓	*	*
		e.	Evidence that residents have opportunities to be heard in the governance of the residence; however, decision making remains with the operator.		✓	✓	✓
	8.	Promote resident involvement in a developmental approach to recovery					
		a.	Peer support interactions among residents are facilitated to expand responsibilities for personal and community recovery.		✓	✓	✓
		b.	Written responsibilities, role descriptions, guidelines and/or feedback for residence leaders.	R	✓	✓	✓
		c.	Evidence that residents' recovery progress and challenges are recognized and strengths are celebrated.		✓	✓	✓

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D. Core Principle: Develop Staff Abilities to Apply the Social Model							
9.		Staff model and teach recovery skills and behaviors					
	a.	Evidence that management supports staff members maintaining self-care.		✓	✓	✓	
	b.	Evidence that staff are supported in maintaining appropriate boundaries according to a code of conduct.		✓	✓	✓	
	c.	Evidence that staff are encouraged to have a network of support.		✓	✓	✓	
	d.	Evidence that staff are expected to model genuineness, empathy, respect, support and unconditional positive regard.		✓	✓	✓	
10.		Ensure potential and current staff are trained or credentialed appropriate to the residence level					
	a.	Policies that value individuals chosen for leadership roles who are versed and trained in the Social Model of recovery and best practices of the profession.		✓	✓	✓	
	b.	Policies and procedures for acceptance and verification of certification(s) when appropriate.		✓	✓	✓	
	c.	Staffing plan that demonstrates continuous development for all staff.		R	✓	✓	
11.		Staff are culturally responsive and competent					
	a.	Policies and procedures that serve the priority population, which at a minimum include persons in recovery from substance use but may also include other demographic criteria.		✓	✓	✓	
	b.	Cultural responsiveness and competence training or certification are provided.		✓	✓	✓	
12.		All staff positions are guided by written job descriptions that reflect recovery					
	a.	Job descriptions include position responsibilities and certification/licensure and/or lived experience credential requirements.		✓	✓	✓	
	b.	Job descriptions require staff to facilitate access to local community-based resources.		✓	✓	✓	
	c.	Job descriptions include staff responsibilities, eligibility, and knowledge, skills and abilities needed to deliver services. Ideally, eligibility to deliver services includes lived experience recovering from substance use disorders and the ability to reflect recovery principles.		✓	✓	✓	
13.		Provide Social Model-Oriented Supervision of Staff					
	a.	Policies and procedures for ongoing performance development of staff appropriate to staff roles and residence level.		✓	✓	✓	
	b.	Evidence that management and supervisory staff acknowledge staff achievements and professional development.		R	✓	✓	
	c.	Evidence that supervisors (including top management) create a positive, productive work environment for staff.		✓	✓	✓	

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2. Physical Environment Domain		LEVELS				
		I	II	III	IV	
E.	Core Principle: Provide a Home-like Environment					
	14.	The residence is comfortable, inviting, and meets residents' needs				
	a.	Verification that the residence is in good repair, clean, and well maintained	✓	✓	✓	✓
	b.	Verification that furnishings are typical of those in single family homes or apartments as opposed to institutional settings.	✓	✓	✓	✓
	c.	Verification that entrances and exits are home-like vs. institutional or clinical.	✓	✓	✓	✓
	d.	Verification of 50+ sq. ft per bed per sleeping room.	✓	✓	✓	✓
	e.	Verification that there is a minimum of one sink, toilet and shower per six residents.	✓	✓	✓	✓
	f.	Verification that each resident has personal item storage.	✓	✓	✓	✓
	g.	Verification that each resident has food storage space.	✓	✓	✓	✓
	h.	Verification that laundry services are accessible to all residents.	✓	✓	✓	✓
	i.	Verification that all appliances are in safe, working condition.	✓	✓	✓	✓
	15.	The living space is conducive to building community				
	a.	Verification that a meeting space is large enough to accommodate all residents.	✓	✓	✓	✓
	b.	Verification that a comfortable group area provides space for small group activities and socializing	✓	✓	✓	✓
	c.	Verification that kitchen and dining area(s) are large enough to accommodate all residents sharing meals together.	✓	✓	✓	✓
	d.	Verification that entertainment or recreational areas and/or furnishings promoting social engagement are provided.	✓	✓	✓	✓
F.	Core Principle: Promote a Safe and Healthy Environment					
	16.	Provide an alcohol and illicit drug free environment				
	a.	Policy prohibits the use of alcohol and/or illicit drug use or seeking.	✓	✓	✓	✓
	b.	Policy lists prohibited items and states procedures for associated searches by staff	✓	✓	✓	✓
	c.	Policy and procedures for drug screening and/or toxicology protocols.	✓	✓	✓	✓
	d.	Policy and procedures that address residents' prescription and non-prescription medication usage and storage consistent with the residence's level and with relevant state law.	✓	✓	✓	✓
	e.	Policies and procedures that encourage residents to take responsibility for their own and other residents' safety and health.	✓	✓	✓	✓

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	17.	Promote Home Safety					
	a.	Operator will attest that electrical, mechanical, and structural components of the property are functional and free of fire and safety hazards.	✓	✓	✓	✓	
	b.	Operator will attest that the residence meets local health and safety codes appropriate to the type of occupancy (c.g. single family or other) OR provide documentation from a government agency or credentialed inspector attesting to the property meeting health and safety standards.	✓	✓	✓	✓	
	c.	Verification that the residence has a safety inspection policy requiring periodic verification of <ul style="list-style-type: none"> • Functional smoke detectors in all bedroom spaces and elsewhere as code demands, • Functional carbon monoxide detectors, if residence has gas HVAC, hot water or appliances • Functional fire extinguishers placed in plain sight and/or clearly marked locations, • Regular, documented inspections of smoke detectors, carbon monoxide detectors and fire extinguishers, • Fire and other emergency evacuation drills take place regularly and are documented (not required for Level I Residences). 	✓	✓	✓	✓	
	18.	Promote Health					
	a.	Policy regarding smoke-free living environment and/or designated smoking area outside of the residence.	✓	✓	✓	✓	
	b.	Policy regarding exposure to bodily fluids and contagious disease.	✓	✓	✓	✓	
	19.	Plan for emergencies including intoxication, withdrawal and overdose					
	a.	Verification that emergency numbers, procedures (including overdose and other emergency responses) and evacuation maps are posted in conspicuous locations.	✓	✓	✓	✓	
	b.	Documentation that emergency contact information is collected from residents.	✓	✓	✓	✓	
	c.	Documentation that residents are oriented to emergency procedures.	✓	✓	✓	✓	
	d.	Verification that Naloxone is accessible at each location, and appropriate individuals are knowledgeable and trained in its use.	✓	✓	✓	✓	

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3 Recovery Support Domain		LEVELS				
		I	II	III	IV	
G.	Core Principle: Facilitate Active Recovery and Recovery Community Engagement					
	20.	Promote meaningful activities				
	a.	Documentation that residents are encouraged to do at least one of the following: <ul style="list-style-type: none"> • Work, go to school, or volunteer outside of the residence (Level 1, 2 and some 3s) • Participate in mutual aid or caregiving (All Levels) • Participate in social, physical or creative activities (All Levels) • Participate in daily or weekly community activities (All Levels) • Participate in daily or weekly programming (Level 3's and 4's) 	✓	✓	✓	✓
	21.	Engage residents in recovery planning and development of recovery capital				
	a.	Evidence that each resident develops and participates in individualized recovery planning that includes an exit plan/strategy	✓	✓	✓	✓
	b.	Evidence that residents increase recovery capital through such things as recovery support and community service, work/employment, etc.	✓	✓	✓	✓
	c.	Written criteria and guidelines explain expectations for peer leadership and mentoring roles.	✓	✓	✓	✓
	22.	Promote access to community supports				
	a.	Resource directories, written or electronic, are made available to residents.	✓	✓	✓	✓
	b.	Staff and/or resident leaders educate residents about local community-based resources.	✓	✓	✓	✓
	23.	Provide mutually beneficial peer recovery support				
	a.	A weekly schedule details recovery support services, events and activities.		✓	✓	✓
	b.	Evidence that resident-to resident peer support is facilitated: <ul style="list-style-type: none"> • Evidence that residents are taught to think of themselves as peer supporters for others in recovery • Evidence that residents are encouraged to practice peer support interactions with other residents. 	✓	✓	✓	✓
	24.	Provide recovery support and life skills development services				
	a.	Provide structured scheduled, curriculum-driven, and/or otherwise defined support services and life skills development. Trained staff (peer and clinical) provide learning opportunities.			✓	✓
	b.	Ongoing performance support and training are provided for staff.			✓	✓
	25.	Provide clinical services in accordance with state law				
	a.	Evidence that the program's weekly schedule includes clinical			*	✓

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			services.				
H.	Core Principle: Model Prosocial Behaviors and Relationship Enhancement Skills						
	26.	Maintain a respectful environment					
	a.	Evidence that staff and residents model genuineness, empathy and positive regard.	R	✓	✓	✓	✓
	b.	Evidence that trauma informed or resilience-promoting practices are a priority.	R	R	✓	✓	✓
	c.	Evidence that mechanisms exist for residents to inform and help guide operations and advocate for community-building.	✓	✓	✓	✓	✓
I.	Core Principle: Cultivate the Resident's Sense of Belonging and Responsibility for Community						
	27.	Sustain a "functionally equivalent family" within the residence by meeting at least 50% of the following:					
	a.	Residents are involved in food preparation.	✓	✓	✓	✓	✓
	b.	Residents have a voice in determining with whom they live.	✓	✓	✓	✓	✓
	c.	Residents help maintain and clean the home (chores, etc.).	✓	✓	✓	✓	✓
	d.	Residents share in household expenses.	✓	✓	✓	✓	✓
	e.	Community or residence meetings are held at least once a week.	✓	✓	✓	✓	✓
	f.	Residents have access to common areas of the home.	✓	✓	✓	✓	✓
	28.	Foster ethical, peer-based mutually supportive relationships among residents and staff					
	a.	Engagement in informal activities is encouraged.	✓	✓	✓	✓	✓
	b.	Engagement in formal activities is required.			✓	✓	✓
	c.	Community gatherings, recreational events and/or other social activities occur periodically.	✓	✓	✓	✓	✓
	d.	Transition (e.g. entry, phase movement and exit) rituals promote residents' sense of belonging and confer progressive status and increasing opportunities within the recovery living environment and community.	✓	✓	✓	✓	✓
	29.	Connect residents to the local community					
	a.	Residents are linked to mutual aid, recovery activities and recovery advocacy opportunities.	✓	✓	✓	✓	✓
	b.	Residents find and sustain relationships with one or more recovery mentors or mutual aid sponsors.	R	✓	✓	✓	✓
	c.	Residents attend mutual aid meetings or equivalent support services in the community.	R	✓	✓	✓	✓
	d.	Documentation that residents are formally linked with the community such as job search, education, family services, health and/or housing programs.	R	✓	✓	✓	✓
	e.	Documentation that resident and staff engage in community relations and interactions to promote kinship with other recovery communities and goodwill for recovery services.	R	✓	✓	✓	✓
	f.	Residents are encouraged to sustain relationships inside the residence and with others in the external recovery community	✓	✓	✓	✓	✓

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4. Good Neighbor Domain		LEVELS				
		I	II	III	IV	
J.	Core Principle: Be a Good Neighbor					
	30.	Be responsive to neighbor concerns				
	a.	Policies and procedures provide neighbors with the responsible person's contact information upon request.	✓	✓	✓	✓
	b.	Policies and procedures that require the responsible person(s) to respond to neighbor's concerns.	✓	✓	✓	✓
	c.	Resident and staff orientations include how to greet and interact with neighbors and/or concerned parties.	✓	✓	✓	✓
	31.	Have courtesy rules				
	a.	Preemptive policies address common complaints regarding at least: <ul style="list-style-type: none"> • Smoking • Loitering • Lewd or offensive language • Cleanliness of the property 	✓	✓	✓	✓
	b.	Parking courtesy rules are documented.	✓	✓	✓	✓

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Reference Guide

DOMAINS: Notice that there are four (4) **Domains**, the major sections of the document above labeled numerically 1-4: (These are the largest numbers on the document and are in white on a black background)

1. Administrative and Operational Domain
2. Physical Environment Domain
3. Recovery Support Domain
4. Good Neighbor Domain

Example:

1	DOMAIN 1
---	-------------

CORE PRINCIPLES: Under each of the 4 **Domains** are ten (10) **Core Principles** labeled alphabetically with capital letters, A-J in black type with gray backgrounds:

- A Operate with Integrity
- B Uphold Residents' Rights
- C Create a Culture of Empowerment Where Residents Engage in Governance and Leadership
- D Develop Staff Abilities to Apply the Social Model
- E Provide a Home-like Environment
- F Promote a Safe and Healthy Environment
- G Facilitate Active Recovery and Recovery Community Engagement
- H Model Prosocial Behaviors and Relationship Enhancement Skills
- I Cultivate the Resident's Sense of Belonging and Responsibility for Community
- J Be a Good Neighbor

Example:

G	CORE PRINCIPLE G
---	------------------------

STANDARDS: Under each of the 10 **Core Principles** are the thirty-one (31) **Standards** labeled numerically from 1-31, in black print with white backgrounds.

Example:

18.	STANDARD 18
-----	----------------

SUBSECTIONS: And, finally, under each of the 31 Standards are indented subsections labeled alphabetically in lower-case letters from "a." to as many letters as were needed for each standard.

Example:

a.	SUB- SECTIONS A, B, and C
b.	
c.	

For quick references to NARR Standards, you may find abbreviations such as the following helpful, or you may find others using them and want to be sure you are understanding the references:

2, F,16. c.

"2, F,16. c." is just short-hand for saying, "We are referring to the Physical Environment Domain ("2"), Core Principle "F" ("Promote a Safe and Healthy Environment"), Standard "16." ("Provide an alcohol and illicit drug free environment"), and subsection "c." ("Policy and procedures for drug screening and/or toxicology protocols").

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TEST YOURSELF:

If you see a reference to “4, J,30. b.”, to what is it referring?

Your answer:

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The Steps Toward Certification

Introduction

The New Hampshire Coalition of Recovery Residences (NHCORR), as the state affiliate of the National Alliance for Recovery Residences (NARR), certifies recovery homes that meet national quality standards for safety, recovery support, and ethical operation focused on resident well-being.

NHCORR certified homes function according to the Social Model of recovery because they reinforce the explicit understanding that together residents learn to live productive lives while building the interdependent peer relationships so vital to sustaining recovery from active addiction and alcoholism.

We know that loneliness and isolation contribute to relapse. Social Model recovery homes promote connection and fellowship. Housemates hold each other accountable for the actions, choices, and participations that demonstrate a commitment to recovery. This bonded connection between residents and the shared responsibility for the home's health and harmony distinguish Social Model homes from alcohol and drug free rooming, lodging or boarding houses, institutions or facilities. Social Model recovery residences encourage the recoverer to be a part of, rather than apart from, community.

Social Model recovery homes operate as the functional equivalent of a family. Residents live together for mutual support as a family unit under a common housekeeping management plan that promotes fellowship, stability, and sustained recovery from substance use disorder.

NHCORR is committed to certification that offers consistency and fairness in the review, assessment, and verification of the NARR Standard. We use pre-set assessment tools and script to better ensure that all homes share the same certification experience and evaluation. All Certification Review Team members involved in your certification must attest that they have no conflict of interest with or bias toward you or your home.

We strive to keep this process as operator-friendly and transparent as possible.



Certification Process

The Steps

Step 1: Contact NHCORR via email at committee@nhcorr.com to express interest in certification and to schedule an informal introductory visit. We will mail you the Agreement between you and NHCORR. Please be prepared to sign that document at your introductory visit.

Step 2: Introductory visit. A member of the NHCORR Certification Review Team will visit your home for an informal discussion. Ideally, members of your home's Leadership Team will be included in this meeting. This informal onsite visit will allow us to walk you through the certification process, the Standard Guide, and the four general ways to "prove" a standard.

During this visit we will help you determine whether you are seeking certification as a Level I, II, III, or IV home. And we will discuss any glaring obstacles that might present a challenge to your home's certification.

Step 3: Join NHCORR. We ask that you personally become a member of NHCORR. Annual membership differs from certification because membership is attached to the individual; certification is attached to the home. The membership application is available on our website, www.nhcorr.com. Our annual membership contribution is \$120. At least one owner/operator or representative of the home is required to maintain NHCORR membership in good standing for the entire duration of valid certification. Membership in NHCORR does not guarantee certification of a recovery home.

We recommend that you encourage your home's Leadership Team, or even residents, to also become NHCORR members. Members are not required to own or operate a recovery residence - all recovery advocates are welcome to join.

Homes whose owner/operator or representative hold the longest standing membership in NHCORR will be given priority in certification scheduling.

Step 4: Familiarize yourself with the Certification Resources. After the introductory visit we will email you a digital copy of the Certification Workbook and the Standard Guide to use along with your hard copies. The Standard Guide will be your primary reference for certification. The guide outlines the standard number (I-31) and subsections (alphabetical), the exact NARR wording of each standard and subsection, the residence level (6) which are required to prove each standard or subsection, the type of proof required, a description of the proof, and links to available sample documents or resources.



Exhibit A-2

Certification Process

NHCORR certification proof falls into four categories:

1. **DOC**, document(s), or documentation refer to the printed paperwork that supports your recovery residence operation. It is not necessary to have separate documents in order to prove multiple standards. Documentation of individual policies may be combined into larger documents *as long as you note directly on the document which section meets which standard.*
2. **ACK**, affidavit, acknowledgement, or Affidavit of Acknowledgements refer to your notarized signature on an affidavit, provided by NHCORR, in which you acknowledge that certain statements are true.
3. **DEFER**, deferments, or documentation of deferments refer to evidence that your recovery home or some aspect of its operation have been licensed, inspected, approved, or certified by some recognized authority or expert with legally mandated oversight of your home or some aspect of its operations. Deferments generally apply to Level IV homes licensed by the New Hampshire Department of Health and Human Services. Please note that NHCORR does not defer to CARF or other affiliations that are not mandated by law or municipal code.
4. **VERIFY** or Verification takes two forms. NHCORR confirms or verifies proof of a standard through discussion with you, your Leadership Team, and your residents (if you invite them to be involved). NHCORR confirms proof by visual verification. Both types of verification occur during the onsite Verification Team visit to your home.

We recommend that you familiarize yourself with the entire Standard Guide before you begin to gather proof.

Although we hope our workbook, the guide, the agreement, the sample documents, the resource links, and the checklists provide you with clear and simple instructions, NHCORR Certification Review Team members are available to offer technical assistance to address questions you might have throughout the process of certification. Prior to or at the introductory visit you will be assigned a primary TA contact to help you through the certification process.

We recommend that, from the very beginning, you keep copies of everything you submit to NHCORR. It is never a good idea to submit an original document (other than the Affidavit of Acknowledgements which must be the original notarized document).

Step 5: Documents. Begin gathering or creating your paperwork according to the Documentation Checklist provided in the workbook.

For your convenience, the digital Standard Guide offers links to sample documents or resources:

3



Exhibit A-2

Certification Process

to help you develop documentation that you do not have. You are not obligated to use the resources, templates, or sample documents provided. They are included only as an example or starting point. If you do choose to use an NHCORR sample document to prove a standard, you must FULLY adapt the document to your recovery home. Documents that still say ABC House when you submit them will not prove a standard.

Please attach your completed Documentation Checklist to the front of your completed documentation packet.

Step 6: Acknowledgments. Carefully review the Affidavit of Acknowledgments included in your workbook. Initial each Acknowledgment, attest to the truth and accuracy of the Acknowledgments, and have your signature notarized. The original affidavit will be submitted with your certification materials to NHCORR; please make a copy for your records.

Step 7: Deferments. Review the Deferment Checklist for standards that might be proved by an agency or municipality's oversight authority.

Please attach your completed Deferment Checklist to your packet of any official licenses, certificates, or inspections that prove a standard. Even if your home is not submitting any deferment documentation, you must still submit your Deferment Checklist.

Step 8: Prepare for the Verification Visit by completing and signing the Verification Coversheet, the Discussion Verification Checklist, and the Visual Verification Checklist provided in the workbook. Verification proof is created through onsite discussion or visual confirmation during the verification visit. The verification checklists are tools to help you fully prepare to answer questions on each checklisted topic and to fully prepare your home for visual confirmation of each checklisted item. Please do not submit your certification materials until you are absolutely prepared and ready for your verification visit.

Step 9: Submit your completed certification materials – checklists and documentation, deferments, acknowledgments, and verification coversheet – to NHCORR. NHCORR will email you to confirm receipt of the material and to schedule the onsite verification visit to your recovery residence.

Certification Review volunteers will confirm that your materials are complete and that they prove the corresponding standards.

Verification Review volunteers will visit your home for discussion and visual confirmations that prove the corresponding standards. We recommend that you invite your Leadership Team and



Exhibit A-2

Certification Process

residents to be part of the discussion, but it is not mandatory. Anything stated during discussion may be used to prove or disprove a standard. If you choose to invite others to participate in the discussion, please be present yourself to clear up any potential misrepresentations.

Step 10: Certification approval. Once all proof that your home meets the NARR Standard has been compiled and reviewed and verified and approved by the Certification Review Team, NHCORR will officially certify that your recovery home meets the NARR quality standard of safe, recovery-supportive, ethical Social Model operation committed to residents well-being.

The final product of certification is called your Certification Portfolio. It includes your certificate, and all materials submitted to NHCORR. This portfolio becomes your exclusive property and a complete resource of your home's operations and practices. Please do not lose or destroy your Certification Portfolio. It will be a vital foundation for your home's recertification.



**New Hampshire Department of Health and Human Services
Recovery Housing Certification and Rental Assistance
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 pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Other Funds, Governor's Commission Funds.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. 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 items as specified in Exhibit B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall 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.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. 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.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. 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.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Lindy.Keller@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Behavioral Health
105 Pleasant St.
Concord, NH 03301
8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.



**New Hampshire Department of Health and Human Services
Recovery Housing Certification and Rental Assistance
Exhibit B**

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. 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.

New Hampshire Department of Health and Human Services

Contractor name NH Coalition of Recovery Residences

Budget Request for: SS-2020-BDAS-07-RECOV Recovery Housing Certification and Rental Assistance

Budget Period: 9/01/2019-6/30/2020 SFY 2020 Budget

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	\$ 142,000.00	\$ -	\$ 142,000.00	\$ -	\$ -	\$ -	\$ 142,000.00	\$ -	\$ 142,000.00
2. Employee Benefits	\$ 37,759.00	\$ -	\$ 37,759.00	\$ -	\$ -	\$ -	\$ 37,759.00	\$ -	\$ 37,759.00
3. Consultants	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
4. Equipment:	\$ 3,200.00	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -	\$ 3,200.00	\$ -	\$ 3,200.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
6. Travel	\$ 7,851.00	\$ -	\$ 7,851.00	\$ -	\$ -	\$ -	\$ 7,851.00	\$ -	\$ 7,851.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
Insurance	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 890.00	\$ -	\$ 890.00	\$ -	\$ -	\$ -	\$ 890.00	\$ -	\$ 890.00
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
11. Staff Education and Training	\$ 5,300.00	\$ -	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 5,300.00	\$ -	\$ 5,300.00
12. Subcontracts/Agreements	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ 27,000.00	\$ -	\$ 27,000.00	\$ -	\$ -	\$ -	\$ 27,000.00	\$ -	\$ 27,000.00
TOTAL	\$ 375,000.00	\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ 375,000.00	\$ -	\$ 375,000.00

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services

Contractor name: NH Coalition of Recovery Residences

Budget Request for: SS-2020-BDAS-07-RECOV Recovery Housing Certification and Rental Assistance

Budget Period: 7/1/2020-6/30/2021 FY 2021

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	\$ 142,000.00	\$ -	\$ 142,000.00	\$ -	\$ -	\$ -	\$ 142,000.00	\$ -	\$ 142,000.00
2. Employee Benefits	\$ 37,759.00	\$ -	\$ 37,759.00	\$ -	\$ -	\$ -	\$ 37,759.00	\$ -	\$ 37,759.00
3. Consultants	\$ 15,000.00	\$ -	\$ 15,000.00	Recovery Residences	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
4. Equipment:	\$ 3,200.00	\$ -	\$ 3,200.00		\$ -	\$ -	\$ 3,200.00	\$ -	\$ 3,200.00
Rental	#VALUE!	\$ -	#VALUE!	BDAS-07-RECOV	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 10,000.00	\$ -	\$ 10,000.00		\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
6. Travel	\$ 7,851.00	\$ -	\$ 7,851.00		\$ -	\$ -	\$ 7,851.00	\$ -	\$ 7,851.00
7. Occupancy	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 2,000.00	\$ -	\$ 2,000.00		\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Subscriptions	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 8,000.00	\$ -	\$ 8,000.00		\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
Insurance	\$ 12,000.00	\$ -	\$ 12,000.00		\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
Board Expenses	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 890.00	\$ -	\$ 890.00		\$ -	\$ -	\$ 890.00	\$ -	\$ 890.00
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00		\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
11. Staff Education and Training	\$ 5,300.00	\$ -	\$ 5,300.00		\$ -	\$ -	\$ 5,300.00	\$ -	\$ 5,300.00
12. Subcontracts/Agreements	\$ 100,000.00	\$ -	\$ 100,000.00		\$ -	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ 27,000.00	\$ -	\$ 27,000.00		\$ -	\$ -	\$ 27,000.00	\$ -	\$ 27,000.00
TOTAL	\$ 375,000.00	\$ -	\$ 375,000.00		\$ -	\$ -	\$ 375,000.00	\$ -	\$ 375,000.00

Indirect As A Percent of Direct 0.0%

Contractor Initials: *VP*
 Date: *9/10/19*



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 Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, 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;

KCP
9/10/19



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services 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.



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



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



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

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

20. Contract Definitions:

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



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

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

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

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

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

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

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

KP

9/10/19



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

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

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

Vendor Name:

9/10/19
Date

Kristine Lagrette Cocharie
Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

9/10/19
Date

Kristine Pagnette
Name:
Title: Co-Chair



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

9/10/19
Date

Kristine Pagnotta
Name:
Title: *co-chair*

KL
Date *9/10/19*



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

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

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

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

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

Exhibit G

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

Vendor Initials

kp

9/10/14

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name:

9/10/19
Date

Keshia Lagnette
Name:
Title: *Contract*

Exhibit G

Vendor Initials

KL

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

Date 9/10/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

9/10/19
Date

Kristie Rognette
Name:
Title: Co-Chair



Exhibit I

**HEALTH INSURANCE PORTABILITY
ACT BUSINESS ASSOCIATE
AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

VP

9/10/19



Exhibit I

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

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

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

KP

9/10/19



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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9/10/19



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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.



Exhibit I

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

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

Department of Health and Human Services
The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

9/18/19
Date

New Hampshire Coalition of Recovery Residences (NHCR)
Name of the Vendor

Christine Pagnette
Signature of Authorized Representative

Christine Pagnette
Name of Authorized Representative

Co-Chair
Title of Authorized Representative

9/10/19
Date



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 Vendor 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 Vendor 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.

Vendor Name: New Hampshire Coalition of Recovery Residences (NHORR)

Kristine Pagnolle
Name:
Title: Co-Chair

9/10/19
Date

Vendor Initials KP
Date 9/10/19



FORM A

As the Vendor 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: 117186447
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

Vendor Initials KP
Date 9/10/19



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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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

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Exhibit K

DHHS Information Security Requirements

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

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative thereof 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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Exhibit K

DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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DHHS Information Security Requirements

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

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

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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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Exhibit K

DHHS Information Security Requirements

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

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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State of New Hampshire

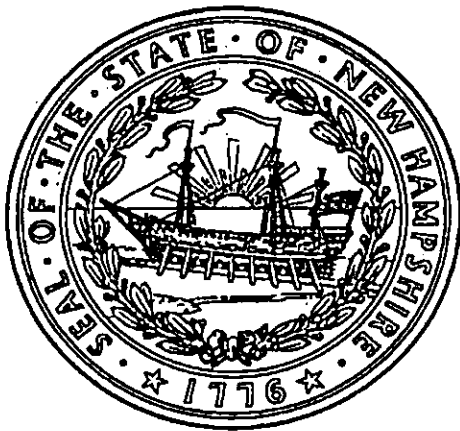
Department of State

CERTIFICATE

I, William.M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION OF RECOVERY RESIDENCES (NHCORR) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 13, 2019. 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: 812870

Certificate Number: 0004574542



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of August A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Andrew Moser, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Coalition of Recovery Residences
(Agency Name) (NHCRR)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 8/14/19:
(Date)

RESOLVED: That the Co-Chair
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 10th day of September, 2019
(Date Contract Signed)

4. Kristine Pagnone is the duly elected Co-Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 10th day of September 2019.

By Andrew Moser
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: JANINE N. LAROSE, Notary Public
My Commission Expires July 19, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2019

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 The Insurance Doctor LLC 453 Second Street Manchester, NH 03102	CONTACT NAME: Steven Draper PHONE (A/C No. Ext): 603-647-5617 E-MAIL ADDRESS: steve@theinsdoc.com	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED New Hampshire Coalition of Recovery Residences 188 King Street Boscawen, NH 03303	INSURER A: Navigators Insurance Company	
	INSURER B: Underwriters at Lloyds, London	
	INSURER C: Wesco Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		MSI001234736	09/05/2019	09/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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 <input checked="" type="checkbox"/> N	N/A 28378418	09/05/2019	09/05/2020	<input type="checkbox"/> PER STATUTE <input checked="" 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	Directors & Officers Coverage		NY19DOLV04093NV	09/05/2019	09/05/2020	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire DHHS
 129 Pleasant St.
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





MISSION STATEMENT

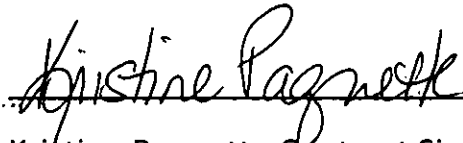
The New Hampshire Coalition of Recovery Residences is a state-wide grass roots organization established in 2017 to harness the collective energy, passion, and talent of recovery housing providers and recovery advocates. We are committed to building strong recovery communities, eliminating barriers to recovery-supportive housing, and promoting best practice standards for New Hampshire's alcohol and drug free homes. NHCORR is the New Hampshire affiliate of the National Association of Recovery Residences (NARR).

Financial Condition

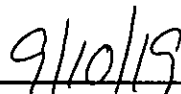
New Hampshire Coalition of Recovery Residences (NHCORR) is a small, volunteer-run organization with a current budget that is well under \$50,000.00. The organization does not have paid staff. We do not have regularly prepared financial statements. We have not invested in accounting software that creates financial reports, nor the services of an accountant or auditor.

I have attached our bank statements from 2/19-present. Our only assets as of September 1, 2019 is our bank account that had a balance of \$2,404.17. We currently utilize office space at The Homestead Inn and use the Board Room at JSI at no cost. NHCORR has no loans or other debt.

I attest to the accuracy of this statement.



Kristine Paquette Contract Signatory NHCORR



Date



Franklin Savings Bank

387 Central Street • Franklin, NH 03235

027 00006 01

PAGE: 1

ACCOUNT:

XXXXXX0166

02/28/2019

Return Service Requested



003237 0.7900 AV 0.383 TR00013

FRAN	NH Coalition Of Recovery	
	Kristine M Paquette	30-0
	Andrew S Moser	2
	188 King St	2
	Boscawen NH 03303-2104	

Live on the go, bank on the go with FSB's mobile banking app. It's secure, convenient and easy to use!

- View account balances instantly
- Check recent & pending transactions
- Deposit checks & view check images
- Transfer funds between FSB accounts as well as accounts at other banks
- Schedule payments & accept money from others
- Receive text alerts on banking transactions

Our mobile banking app is available for download in the Apple or Google Play stores. To learn more about mobile banking, visit www.fsbnh.bank, then click on the Resource tab to access our Online Education Center where you can view a video.

Free Business Chking ACCOUNT XXXXXX0166

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
E LAST STATEMENT			01/31/19	2,310.00
T		360.00	02/11/19	2,670.00
ng Withdrawal	450.00		02/14/19	2,220.00
T		360.00	02/21/19	2,580.00
ng Withdrawal	25.00		02/21/19	2,555.00
E THIS STATEMENT			02/28/19	2,555.00
CREDITS (2)		720.00		
DEBITS (2)		475.00		

*** CONTINUED ***



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Franklin Savings Bank
387 Central Street - Franklin, NH 03235

027 00006 01

PAGE: 1

Return Service Requested



ACCOUNT:

XXXXXX0166

03/29/2019

003213 0.6200 AV 0.383 TR00013

FRAN	NH Coalition Of Recovery	
	Kristine M Paquette	30-0
	Andrew S Moser	1
	188 King St	0
	Boscawen NH 03303-2104	

We have 5 reasons why you should make the switch to e-Statements:

1. e-Statements are password-protected
 2. Online statements are saved in one place
 3. Statements can be downloaded onto a computer or storage device
 4. View up to 24 months of statements
 5. No more waiting for your paper statement to arrive in the mail
- e-Statements are convenient, safe and secure! Think outside the mailbox. Start receiving your monthly bank statements via your inbox. To enroll in e-Statements, visit our website at www.fsbnh.bank or call 1.800.372.4445.

Free Business Chking ACCOUNT XXXXXX0166

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			02/28/19	2,555.00
DEPOSIT		240.00	03/18/19	2,795.00
PAYPAL VERIFYBANK 1005207034959		.07	03/20/19	2,795.07
PAYPAL VERIFYBANK 1005207034958		.14	03/20/19	2,795.21
PAYPAL VERIFYBANK 1005207034960	.21		03/20/19	2,795.00
Signature POS Debit 03/21 CA 402-935-7733 PAYPAL *NHCO				
RR SEQ# 073557 2631	1.00		03/22/19	2,794.00
BALANCE THIS STATEMENT			03/29/19	2,794.00
TOTAL CREDITS (3)		240.21		
TOTAL DEBITS (2)		1.21		

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FRAN-002-003213-001-001-190331 003213 507
03303210488



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Franklin Savings Bank
387 Central Street - Franklin, NH 03235

027 00006 01

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Return Service Requested



ACCOUNT:

XXXXXX0166

05/31/2019

003163 0.6200 AV 0.383 TR00013

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NH Coalition Of Recovery
Kristine M Paquette 30-0
Andrew S Moser 0
188 King St 0
Boscawen NH 03303-2104 0

Kick off your summer at our 150th Anniversary Celebration on Saturday, June 29th! We have a day-long event planned, which will bring together businesses, community members, dignitaries and visitors to commemorate this extraordinary milestone. Central Street in downtown Franklin will be closed for a Market Day, featuring local food, unique shopping and fun activities for children. There will be a concert later in the day at Odell Park to include performances by the Uncle Steve Band, Tyler Road Band and The Eric Grant Band. For a complete schedule, visit fsbnh.bank/150th. Official event hashtag: #FSB150

Free Business Chking ACCOUNT XXXXXX0166

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			04/30/19	2,319.12
ATM Deposit 05/01 NH BOSCAWEN 139 KING STREET SEQ# 009755 2631		100.00	05/01/19	2,419.12
PAYPAL TRANSFER 1005563627830		233.11	05/06/19	2,652.23
ATM Deposit 05/30 NH BOSCAWEN 139 KING STREET SEQ# 003119 2631		525.00	05/30/19	3,177.23
PAYPAL TRANSFER 1005752566170		232.44	05/30/19	3,409.67
BALANCE THIS STATEMENT			05/31/19	3,409.67
TOTAL CREDITS (4)		1,090.55		
TOTAL DEBITS (0)		.00		

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Franklin Savings Bank
387 Central Street • Franklin, NH 03235

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027 00006 01
ACCOUNT:

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06/28/2019

003173 0.7900 AV 0.383 TR00013

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NH Coalition Of Recovery
Kristine M Paquette 30-0
Andrew S Moser 0
188 King St 3
Boscawen NH 03303-2104

Our Business Online Banking will have a new look! On July 15th, you will notice some cosmetic enhancements to the aesthetics of the system; however, the navigation and functionality will remain the same. Login after July 15th to check out the new changes!

If you have not yet signed up for Business Online Banking, why not give it a try? You will enjoy the convenience of handling your business finances on your own schedule. Some benefits include:

- * View account balances & history in real-time
- * Transfer funds between accounts & other financial institutions
- * Create & send payroll files (fees may apply)
- * View online check images

To view a video of Business Online Banking, visit fsbnh.bank.

Free Business Chking ACCOUNT XXXXXX0166

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			05/31/19	3,409.67
CHECK # 1002	131.34		06/14/19	3,278.33
CHECK # 1003	10.00		06/14/19	3,268.33
PAYPAL TRANSFER 1005918584401		116.22	06/21/19	3,384.55
CHECK # 1004	101.76		06/21/19	3,282.79
BALANCE THIS STATEMENT			06/28/19	3,282.79
TOTAL CREDITS	(1)	116.22		
TOTAL DEBITS	(3)	243.10		

YOUR CHECKS SEQUENCED

DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT
06/14	1002	131.34	06/14	1003	10.00	06/21	1004	101.76

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03303210488



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003100



Franklin Savings Bank
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Return Service Requested



027 00006 01

ACCOUNT:

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PAGE: 1

07/31/2019

003165 0.7900 AV 0.383 TR00014

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NH Coalition Of Recovery
Kristine M Paquette
Andrew S Moser
188 King St
Boscawen NH 03303-2104

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Vacation with ease and get surcharge-free access to cash this summer!
FSB is a proud member of the Allpoint Network, providing access to
over 55,000 surcharge-free ATMs to include over 40,000 in the U.S. at
the following retailers: Target, CVS, Walgreens, Rite Aid, and more.
* Access to surcharge-free ATMs across the US, Canada, UK, Australia
and Mexico.
* Accurate and updated location data.
* Ability to search a location by city, state or zip code.
* Retrieve directions to the closet ATM to your desired location.
The Allpoint app is available in the Apple and Google Play stores.

Free Business Chking ACCOUNT XXXXXX0166

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			06/28/19	3,282.79
Pinned POS Debit 06/29 NH TILTON MARKET BASKET SEQ#				
519512 2631	29.32		07/01/19	3,253.47
CHECK # 1006	782.82		07/05/19	2,470.65
PAYPAL TRANSFER 1006084567990		116.22	07/11/19	2,586.87
CHECK # 1007	154.58		07/12/19	2,432.29
BALANCE THIS STATEMENT			07/31/19	2,432.29
TOTAL CREDITS (1)		116.22		
TOTAL DEBITS (3)	966.72			

YOUR CHECKS SEQUENCED

DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT
07/05	1006	782.82	07/12	1007	154.58			

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FRAN-003-003165-001-002-190802 003165 506
03303210488



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003137



Franklin Savings Bank
387 Central Street - Franklin, NH 03235

027 00006 01

PAGE: 1

Return Service Requested



ACCOUNT:

XXXXXXXX0166 08/30/2019

003137 0.7900 AV 0.383 TR00013

FRAN NH Coalition Of Recovery
Kristine M Paquette 30-0
Andrew S Moser 0
188 King St 0
Boscawen NH 03303-2104 2

FSB will be holding a Shred Event on Saturday, Sep. 28th from 9:00 am to 12:00 pm at our Main office in downtown Franklin. A shred truck will be onsite to safely destroy your unwanted financial documents and confidential files.

Please be sure all unwanted documents are free of large paper clips, three ring binders and plastic. There is no limit on the number of boxes you may bring to safely discard. For more information, visit fsbnh.bank.

Free Business Chking ACCOUNT XXXXXX0166

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/19	2,432.29
CHECK # 1005	100.00		08/08/19	2,332.29
PAYPAL TRANSFER 1006434295499		116.22	08/26/19	2,448.51
CHECK # 1008	44.34		08/26/19	2,404.17
BALANCE THIS STATEMENT			08/30/19	2,404.17
TOTAL CREDITS (1)		116.22		
TOTAL DEBITS (2)	144.34			

YOUR CHECKS SEQUENCED

DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT
08/08	1005*	100.00	08/26	1008	44.34			

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

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S07

FRAN-003-003137-001-002-190901 003137 03303210488



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Board of Directors

Kristine Paquette, Co-Chair

Andrew West, Co-Chair

Kathleen Ryan, Vice President

Steve Draper, Treasurer

Michelle Leclerc, Secretary

Andy Mosher, Member-at-Large

Mike Metz, Member-at-Large

Kelly Riley, Member-at-Large

The New Hampshire Coalition of Recovery Residences (NHCORR) is the New Hampshire affiliate of the National Alliance for Recovery Residences (NARR). The primary mission of NHCORR is to certify that participatory recovery homes throughout the state meet nationally recognized quality standards for safe, ethical operated recovery housing. NHCORR certified homes practice social model philosophy and make resident well-being a priority over profit. In addition to certification, NHCORR strives to build a strong coalition of recovery home operators, home leadership team members, recovery advocates, and community volunteers. NHCORR is committed to building referral networks between certified homes and social service agencies, corrections professionals, and aftercare coordinators.

NHCORR is seeking a full time Administrator with the energy to transition us from a band of volunteers to a fully responsive, professional non-profit organization. The NHCORR Administrator will build the NHCORR infrastructure from the ground up, develop the relationships with agencies, organizations, community partners, and individuals with the interest and resources to support NHCORR's mission. The Administrator will maintain our certification process and help develop services of assistance to the recovery home community throughout New Hampshire.

Minimum qualifications include the willingness to test drive management software systems; the ability to ask for and to offer help; comfortability with creating, organizing and delivering reports with enthusiasm, expertise with Word and whatever else you need to use to get the job done; some sort of proven management/social services/change the world experience; a relevant post-secondary degree or at least a convincing explanation for how you'll make use of that Russian Literature degree in this job; a sensitivity to the power of language to stigmatize or uplift; an inner drive to establish and maintain organizational systems but the ability to tolerate chaos or crisis that is beyond your control; the ability to recognize inherent bias and to practice cultural competency.

Job responsibilities will probably be what you'd expect:

- Manage all banking and financial affairs, as directed by the Board, to include the operating budget and close work with the NHCORR Treasurer, the Finance sub-committee, and professional financial service providers to ensure accurate, timely reporting as required by state contracts, the IRS, and the New Hampshire Charitable Trust Unit of the Attorney General's Office, and the Board of Directors.
- Establish and manage referral processes between NHCORR certified homes and referring agencies such as recovery community organizations, corrections professionals, and the NH Doorways.
- Administer the NHCORR rental assistance fund and make monthly reporting to homes and the NHCORR board concerning the status of the fund.

- Maintain working relationship with communications (printers, graphic designers, etc.) and other vendors, ensuring timely delivery and competitive pricing.
- Organize, plan, and direct all NHCORR special projects such as an annual conference of housing providers and referring professionals or a Board of Directors hosted Open House at the new NHCORR headquarters that you established.
- Create and update NHCORR administrative policies and procedures. Update and modify certification policies, procedures, and materials as directed by the Board of Directors, by the results of practical application and volunteer experience-based suggestions, and by NARR directive. Organize and maintain the record-keeping of each certification and track progress of in-process certifications.
- Supervise junior (part-time) staff and volunteers.
- Collaborate with Ombudsman/Training Specialist relative to the status of concerns, certifications under review, development of training, training logistics and support materials. Maintain strict diplomacy and confidentiality when interacting with the public in all matters concerning the Board of Directors and the Ombudsman process.
- Maintain a working knowledge of NARR position or white papers and communicates them to recovery homes, Board members, NHCORR members. Maintains updated relevant links to such resources on NHCORR website.
- Maintain NHCORR membership lists, respond to incoming membership applications, manages PayPal account, transfers, and accounting of fees, dues, and charitable contributions; communicates membership renewal reminders.
- Work with the Board of Directors, Outreach Sub-committee, and Ombudsman to promote NHCORR membership and NHCORR certification.
- Administer naloxone distribution program, record keeping, and contractually required reporting.
- Interact with local, state, and federal government organization and other organizations on policy and funding matters of interest to NHCORR and certified recovery homes
- Assist prospective housing providers who express interest in establishing recovery home for critical need areas, populations, or pathways.
- Provide assistance to recovery home operators and leadership by answering questions on an as needed basis via telephone, email, and in-person meetings and/or coordinate response with appropriate volunteers or Board members.

- Support the Board of Directors by preparing and distributing meeting agendas, preparatory materials, and meeting reminders. Maintain a working knowledge of NHCORR bylaws and ensure that Board meetings comply with Charitable Trust Unit guidelines. Inform the Board on all important factors influencing the conditions and operations of NHCORR and discern the appropriate timing of information delivery between regularly scheduled Board meetings. Attend sub-committee meetings at the request of the Board.
- In the first year, develop relationships with New Hampshire charitable organizations, public health and housing organizations, and DHHS to develop an understanding of grant and funding opportunities.
- In the first year, develop relationships with civil rights, safety, and legal resource organizations that might benefit the New Hampshire recovery housing community.
- Prepare to write grants and funding proposals in the second year by pursuing grant writing training and assistance, if necessary, from community partners and resources.
- In the first year, develop relationships with organizations and individuals with the potential to assist the NHCORR mission via fundraising/advancement/endowment.
- In collaboration with the Board and Ombudsman, make presentations on the NHCORR mission, recovery housing, and certification to area boards, commissions, civic groups, the media, and general public.
- Develop, distribute, and report on demographic, pathway, and outcome surveys of interest to the Board, potential funding sources, or as required by funding contracts.
- Respond to press inquiries with diplomacy and tact, and carry yourself as the public relations representative for the NHCORR mission.
- Assist the Ombudsman and Advisory Committee in tracking quality improvement contracts with certified recovery homes under review or mediation.
- Maintain an appropriate, diplomatic, informative presence on NHCORR social media platforms. Ensure that the website is current and informative.
- Ensure organizational compliance with New Hampshire Chapter 292 regulations, Charitable Trust Unit requirements, Secretary of State filings, and IRS reporting. Constantly organizational associations for potential conflicts of interest.

- Maintain the NHCORR Google Drive and Calendar, monitor and respond to NHCORR email correspondence.
- Maintain and awareness and use of appropriate and progressive language concerning addiction recovery, using the most recent AP Style Guide as a foundation for acceptable, non-stigmatizing language.
- If necessary, oversee the transition to a digital certification system.
- Track, attend, and report back to the Board on pertinent proposed state legislation.
- Attend NARR sponsored teleconferences for affiliates; develops relationships with the representatives of other state affiliates; serve on appropriate NARR committee.
- Maintain and categorize the NHCORR contact list.
- Oversee the development of a Best Practices Manual, Best Practice resources, or Best Practice training topics (in collaboration with the Ombudsman).

Ombudsman Job Description

Manage and acknowledge receipt of all concerns submitted by certified recovery home residents while educating members of the public who raise concerns about the NHCORR mission and the Ombudsman process of qualifying concerns.

Categorize concerns and implement Ombudsman Action plan procedures.

Work closely with the Advisory Committee.

Keep accurate internal records of concerns raised, responded to, referred out, or resolved, while maintaining a high level of confidentiality and cultural competency.

Develop and deliver relevant monthly reports to the Board of Directors and to state agencies as required by contract or approved request while maintaining compliance with NARR standard 4a.

Develop consulting and referral relationships with community partners with specialty services of potential assistance to NHCORR and the operators, and residents of certified recovery homes. Example of community partners would include expertise in civil rights, housing justice, housing resources, sexual assault survivors, etc.

Identify, develop, and deliver training, as necessary or desirable, to the recovery advocacy community, recovery housing operators and leadership team members, and residents. Training may take many forms such as a published or digital manual, training seminars, referrals to agencies conducting trainings such as cultural competency, or webinars.

Maintain records of number and nature of training, number of participants, etc, and develop reporting to the Board of Directors and to state agencies and stakeholders as required by contract or approved request.

Develop external training resource and collaborative relationships with such agencies as the New Hampshire Center for Excellence, BDAS, NHADACA, etc.

Collaborate with the Board of Directors and the NHCORR Administrator to design, deliver, and report on surveys submitted to recovery homes seeking statistical information such demographic served, pathways accommodated, and resident outcomes.

Manage the Ombudsman rental assistance discretionary fund and assist the Administrator, as needed in the administration of the general fund.

Develop the professional mediation skills necessary to assist concerned residents, recovery home operators, and recovery home leadership team members in resolving concerns fairly and in a timely fashion in the best interest of resident.

Develop, implement, and monitor problem solving plans such as quality improvement plans for recovery home operators, relocation of a resident to another certified recovery home, etc.

Work directly with the Board's Outreach sub-committee to educate the public and the recovery home community about the NHCORR mission; work with the sub-committee to promote certification and recertification for recovery homes throughout the state.

In conjunction with the Administrator, assist prospective recovery home operators who express an interest in establishing homes that meet a critical need (pathway, demographic, location, etc.)

Develop a network of professional peer support with other NARR affiliate ombudsmen.

Collaborate with the Administrator and Board on special projects as they arise, such as an annual conference for providers.

NHCORR Administrative Assistant Job Description

Concord, NH, USA

Part-Time

Responsible for various duties assigned by Administrator. Must be personable and able to field questions from Recovery Housing Owners, Operators, Residents, Community Partners and Public.

Primary responsibilities

- Our company is seeking an Administrative Assistant to manage the office, coordinate volunteers, scheduling certification introductory visits and verification visits. Managing Social Media and Email support. We are looking for an individual who is efficient and comfortable being a member of a team. The ability to multi-task, while maintaining complex schedules and managing administrative support, is essential in this position. The ideal candidate for this job is resourceful, a good problem solver and organized. Assuring a steady completion of workload in a timely manner is key to success in this position.

Administrative Assistant responsibilities

- Coordinate Volunteers, Staff, and Certification Visits
- Generate memos, emails and reports when appropriate
- Assume responsibility for maintenance of office equipment, including computers, copy machines and fax machines
- Maintain office supplies by checking inventory and order items
- Respond to questions and requests for information
- Answer incoming calls and assume other receptionist duties when needed
- Assist Administrator and Ombudsman as needed

CONTRACTOR NAME

NHCOER
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
To Be Hired	Administrator	56,000.00	100%	56,000.00
	Ombudsman Training	56,000.00	100%	56,000.00
	Admin. Assistant	30,000.00	100%	30,000.00