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

Lori A. Shilbinette  
Commissioner

Katja S. Fox  
Director

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

December 11, 2020

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

**REQUESTED ACTION**

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

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

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

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

**Fiscal Detail Attached**



### **EXPLANATION**

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

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

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

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

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

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

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

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



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

Area served: Statewide.

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

Respectfully submitted,

A handwritten signature in black ink that reads "Lori A. Weaver". The signature is written in a cursive, flowing style.

Lori A. Weaver  
Deputy Director



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

**100% Federal Funds CFDA #93.788 FAIN H79TI081685 and H79TI083326**

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



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





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

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

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

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

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

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

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

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

**6. State Opioid Response (SOR) Grant Standard**





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

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





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

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





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

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

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

State of New Hampshire  
Department of Health and Human Services

12/21/2020

Date

DocuSigned by:

*Katja Fox*

Name: Katja Fox

Title: Director

FIT/NHNNH, Inc

DocuSigned by:

*Maria Devlin*

Name: Maria Devlin

Title: President & CEO

12/21/2020

Date





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

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

OFFICE OF THE ATTORNEY GENERAL

12/22/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "Catherine Pinós", written over a horizontal line.

Name: Catherine Pinós

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



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



**EXHIBIT B Amendment #1**

**Methods and Conditions Precedent to Payment**

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

FIT/NHNNH, Inc

Exhibit B Amendment #1

Contractor Initials

MD  
12/21/2020  
Date

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

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Rev. 01/08/19



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



**EXHIBIT B Amendment #1**

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

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

MD

12/21/2020



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



**EXHIBIT B Amendment #1**

restrictions included in the Funding Opportunity Announcement (FOA).

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

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

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

DS  
MD



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



**EXHIBIT B Amendment #1**

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

ds  
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12/21/2020



Exhibit B-4 Amendment #1  
NCE Budget

## New Hampshire Department of Health and Human Services

Contractor Name: FIT/NNH, Inc.

Budget Request for: Recovery Housing for Individuals with OUD

RFA-2019-BDAS-02-RECOV-02

Budget Period: SFY21 09/30/20-12/31/20 (NCE)

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	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ -	\$ -	\$ 14,000.00	\$ -	\$ 14,000.00
2. Employee Benefits	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ -	\$ 2,600.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 19,999.00	\$ -	\$ 19,999.00	\$ -	\$ -	\$ -	\$ 19,999.00	\$ -	\$ 19,999.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 36,799.00</b>	<b>\$ -</b>	<b>\$ 36,799.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,799.00</b>	<b>\$ -</b>	<b>\$ 36,799.00</b>

Indirect As A Percent of Direct

0.0%



Exhibit B-3 Amendment #1  
BOR II Budget

New Hampshire Department of Health and Human Services									
Contractor Name: FIT/HHNH, Inc.									
Budget Request for: Recovery Housing for Individuals with OUD									
RFA: 2019-BDAS-02-RECOV-02									
Budget Period: 07/21 \$1/01/21-06/30/21 (BORII)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHH contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 50,806.00	-	\$ 50,806.00	-	-	-	\$ 50,806.00	-	\$ 50,806.00
2. Employee Benefits	\$ 5,400.00	-	\$ 5,400.00	-	-	-	\$ 5,400.00	-	\$ 5,400.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	\$ 51,732.00	-	\$ 51,732.00	-	-	-	\$ 51,732.00	-	\$ 51,732.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontractor Agreements	-	-	-	-	-	-	-	-	-
13. Other (specify details in narrative)	-	-	-	-	-	-	-	-	-
TOTAL	\$ 108,006.00	-	\$ 108,006.00	-	-	-	\$ 108,006.00	-	\$ 108,006.00
Indirect As A Percent of Direct 0.0%									



Exhibit B-6 Amendment #1  
SOR II Budget

New Hampshire Department of Health and Human Services											
Contractor Name: FIT/HHH, Inc.											
Budget Request for: Recovery Housing for Individuals with OUD											
RFA-2019-00A8-02-RECOV-02											
Budget Period: SFY22 8/7/21-7/31/22 (SORII)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHH contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 15,200.00	\$ -	\$ 15,200.00	\$ -	\$ -	\$ -	\$ 15,200.00	\$ -	\$ -	\$ 15,200.00	
2. Employee Benefits	\$ 1,620.00	\$ -	\$ 1,620.00	\$ -	\$ -	\$ -	\$ 1,620.00	\$ -	\$ -	\$ 1,620.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7. Occupancy	\$ 37,120.00	\$ -	\$ 37,120.00	\$ -	\$ -	\$ -	\$ 37,120.00	\$ -	\$ -	\$ 37,120.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specify details in narrative)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 54,860.00	\$ -	\$ 54,860.00	\$ -	\$ -	\$ -	\$ 54,860.00	\$ -	\$ -	\$ 54,860.00	
Indirect As A Percent of Direct 0.0%											



# State of New Hampshire

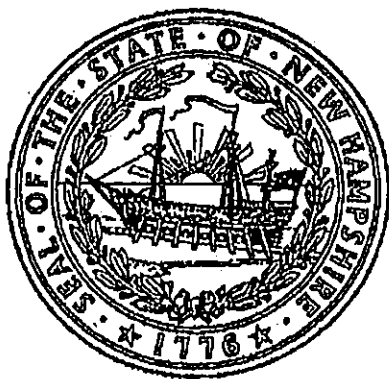
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIT/NHNNH, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 207982

Certificate Number: 0004885897



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of April A.D. 2020.

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

William M. Gardner  
Secretary of State



### CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of FIT/NHNNH, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 16, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

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

is duly authorized on behalf of FIT/NHNNH, Inc. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated: December 16, 2020

  
Signature of Elected Officer

Name: Scott Ellison

Title: Board of Director, Chair



FAMIINT-01

DBEAUDON



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 12/21/2020

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

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

<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
<b>INSURED</b> FIT/NHHH, Inc. 122 Market St Manchester, NH 03101	INSURER A: Philadelphia Insurance Company 23850 INSURER B: Granite State Health Care & Human Services Self Insured Group INSURER C: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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			PHPK	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20200000187	2/1/2020	2/1/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK	1/1/2021	1/1/2022	Each Occurrence \$ 1,000,000
A	Professional Liability			PHPK	1/1/2021	1/1/2022	Aggregate 3,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

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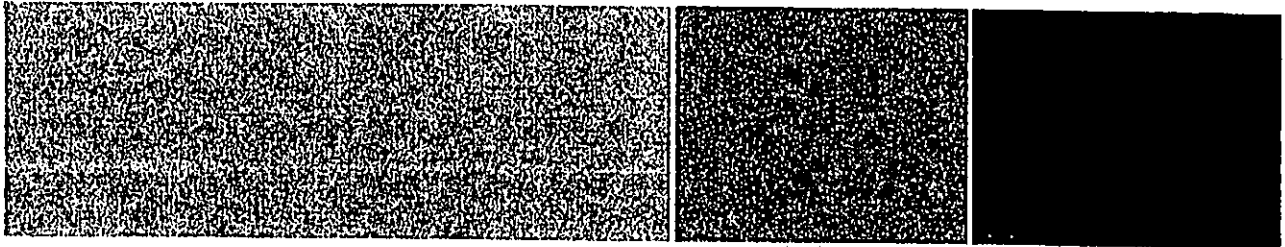




## Our Mission

The mission of FIT/NHNH is to provide hunger relief, emergency shelter, safe affordable housing, and supportive services to individuals and families who are homeless or in need, enabling them to gain self-sufficiency and respect.





**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**December 31, 2019**

**(With Comparative Totals for 2018)**

**With Independent Auditor's Report**







## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
FIT/NHNN, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of FIT/NHNN, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2019 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

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

### ***Auditor's Responsibility***

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

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

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

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2019, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.



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

***Report on Summarized Comparative Information***

We have previously audited the Organization's 2018 consolidated financial statements and, in our report dated March 18, 2019, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2018 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

***Other Matters***

***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2019, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

***Changes in Accounting Principles***

As discussed in Note 1 to the consolidated financial statements, in 2019 the Organization adopted new accounting guidance, Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to these matters.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 31, 2020



## FIT/NHH, INC. AND SUBSIDIARIES

## Consolidated Statement of Financial Position

December 31, 2019  
(With Comparative Totals for December 31, 2018)

	<u>2019</u>	<u>2018</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Accounts receivable	67,501	52,211
Grants and contributions receivable	589,218	786,343
Prepaid expenses	65,512	80,007
Due from related parties	-	35,613
Other current assets	<u>59,367</u>	<u>48,110</u>
Total current assets	3,304,052	2,600,317
Replacement reserves	428,390	336,578
Reserve cash designated for properties	1,012,597	718,154
Investments	1,123,413	1,336,584
Investment in related entity	1,000	1,000
Asset held for sale	-	429,779
Property and equipment, net	32,788,053	28,530,819
Development in process	155,686	3,605,450
Other assets	<u>80,638</u>	<u>198,473</u>
Total assets	<u>\$ 38,893,829</u>	<u>\$ 37,757,154</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Current portion of long-term debt	\$ 317,739	\$ 1,116,180
Accounts payable	167,557	249,907
Accrued expenses	372,038	348,095
Due to related entity	-	35,613
Line of credit	-	145,000
Other current liabilities	<u>59,671</u>	<u>82,475</u>
Total current liabilities	917,005	1,977,270
Long-term debt, net of current portion and unamortized deferred costs	<u>16,610,670</u>	<u>13,604,017</u>
Total liabilities	<u>16,527,676</u>	<u>15,581,287</u>
Net assets		
Without donor restrictions - controlling interest	19,284,224	17,778,833
Without donor restrictions - noncontrolling interest	<u>2,602,333</u>	<u>3,209,398</u>
Total without donor restrictions	21,886,557	20,988,231
With donor restrictions	<u>479,597</u>	<u>1,187,636</u>
Total net assets	<u>22,366,154</u>	<u>22,175,867</u>
Total liabilities and net assets	<u>\$ 38,893,829</u>	<u>\$ 37,757,154</u>

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



## FIT/NHNN, INC. AND SUBSIDIARIES

## Consolidated Statement of Activities

Year Ended December 31, 2019

(With Comparative Totals for the Year Ended December 31, 2018)

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	Total 2019	Total 2018
<b>Revenue and support</b>						
Federal, state and other grant support	\$ 4,285,362	\$ -	\$ 4,285,362	\$ 344,151	\$ 4,629,513	\$ 6,115,134
Rental income, net of vacancies	2,359,730	-	2,359,730	-	2,359,730	2,021,485
Thrift store sales	673,355	-	673,355	-	673,355	619,585
Public support	2,050,951	-	2,050,951	-	2,050,951	855,830
Tax credit revenue	268,238	-	268,238	-	268,238	60,000
Special events	518,237	-	518,237	-	518,237	526,910
Developer fees	101,545	-	101,545	-	101,545	88,463
VISTA program revenue	75,368	-	75,368	-	75,368	83,734
Unrealized gain (loss) on investments	252,431	-	252,431	-	252,431	(168,848)
Gain (loss) on disposal of assets	210,190	-	210,190	-	210,190	(10,115)
Interest income	19,328	-	19,328	-	19,328	38,634
In-kind donations	105,484	-	105,484	-	105,484	14,429
Investment income	21,969	-	21,969	-	21,969	99,783
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	674,881	-	674,881	-	674,881	521,857
Other income	228,840	-	228,840	-	228,840	279,420
Net assets released from restrictions	752,336	-	752,336	(752,336)	-	-
<b>Total revenue and support</b>	<b>12,827,290</b>	<b>-</b>	<b>12,827,290</b>	<b>(408,185)</b>	<b>12,219,105</b>	<b>10,284,649</b>
<b>Expenses</b>						
Program activities						
Housing	9,524,438	-	9,524,438	-	9,524,438	8,390,626
Thrift store	417,893	-	417,893	-	417,893	688,374
<b>Total program activities</b>	<b>9,942,401</b>	<b>-</b>	<b>9,942,401</b>	<b>-</b>	<b>9,942,401</b>	<b>9,077,999</b>
Fundraising	1,000,388	-	1,000,388	-	1,000,388	1,131,841
Management and general	1,078,712	-	1,078,712	-	1,078,712	897,234
<b>Total expenses</b>	<b>12,021,501</b>	<b>-</b>	<b>12,021,501</b>	<b>-</b>	<b>12,021,501</b>	<b>11,106,478</b>
<b>Excess (deficiency) of revenue and support over expenses</b>	<b>805,789</b>	<b>-</b>	<b>805,789</b>	<b>(408,185)</b>	<b>197,604</b>	<b>(841,827)</b>
Grants and contributions for capital projects	-	-	-	-	-	-
Net assets released for capital projects	299,854	-	299,854	(299,854)	-	660,790
Effect of consolidation of affiliate	-	-	-	-	-	-
Partnership distributions	(6,365)	(732)	(7,317)	-	(7,317)	3,430,851
Transfer of noncontrolling interest resulting from dissolution of a Limited Partnership	220,105	(220,105)	-	-	-	-
<b>Change in net assets</b>	<b>1,119,163</b>	<b>(220,837)</b>	<b>898,326</b>	<b>(708,039)</b>	<b>190,287</b>	<b>3,149,914</b>
<b>Change in net assets attributable to noncontrolling interest in subsidiaries</b>	<b>386,228</b>	<b>(386,228)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Change in net assets after reclassification of portion attributable to noncontrolling interest</b>	<b>1,505,391</b>	<b>(607,065)</b>	<b>898,326</b>	<b>(708,039)</b>	<b>190,287</b>	<b>3,149,914</b>
Net assets, beginning of year	17,778,633	3,208,399	20,987,031	1,187,638	22,175,807	19,025,853
<b>Net assets, end of year</b>	<b>\$ 19,284,024</b>	<b>\$ 2,601,333</b>	<b>\$ 21,885,357</b>	<b>\$ 479,597</b>	<b>\$ 22,365,184</b>	<b>\$ 22,175,867</b>

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



## FIT/NHNH, INC. AND SUBSIDIARIES

## Consolidated Statement of Functional Expenses

Year Ended December 31, 2019

(With Comparative Totals for the Year Ended December 31, 2018)

	Program Activities			Management and General	2019 Total	2018 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 4,042,182	\$ 248,403	\$ 400,818	\$ 803,736	\$ 5,295,139	\$ 4,882,814
Employee benefits	430,575	11,728	41,883	62,042	546,228	517,504
Payroll taxes	<u>299,750</u>	<u>19,882</u>	<u>30,036</u>	<u>44,292</u>	<u>393,960</u>	<u>353,589</u>
Total salaries and benefits	4,772,507	280,013	472,737	710,070	6,235,327	5,553,907
Other expenses						
Advertising	21,315	29,076	2,441	3,662	56,494	59,032
Application and permit fees	522	-	52	4,341	4,915	1,820
Bad debts	13,402	-	-	-	13,402	28,100
Bank charges	7,982	7,466	872	5,554	21,874	20,865
Condominium association fees	12,072	-	-	-	12,072	-
Consultants	37,115	2,714	4,168	5,377	49,374	29,481
Depreciation	1,024,398	10,304	131,224	73,404	1,239,330	1,111,830
Events	1,789	385	145,581	-	147,765	167,049
Food	124,080	-	-	-	124,080	-
General insurance	148,654	2,331	15,214	11,245	175,444	155,880
Grant expense	-	-	-	-	-	59,149
Interest expense	218,845	680	1,615	538	221,658	229,713
Management fees	6,724	-	-	-	6,724	6,622
Meals and entertainment	3,498	-	466	783	4,747	6,122
Membership dues	6,728	-	757	1,136	8,621	15,989
Merger expenses	110,014	-	-	36,672	146,686	137,747
Office supplies	176,001	8,895	21,594	32,098	238,588	370,155
Participant expenses	139,602	-	-	-	139,602	117,718
Postage	12,557	8	1,493	2,182	16,240	13,365
Printing	35,759	982	4,311	6,309	47,361	40,717
Professional fees	158,731	4,000	12,014	37,895	212,640	169,823
Rental subsidies	332,635	-	-	-	332,635	332,270
Repairs and maintenance	578,605	26,813	73,992	43,911	721,321	462,762
Shelter expense	-	-	-	-	-	166,891
Staff development	34,768	200	4,376	6,538	45,882	39,034
Taxes	365,503	1,709	-	-	367,212	315,920
Technology support	169,707	525	20,752	30,914	221,898	244,811
Telephone	111,116	2,618	9,421	13,981	137,136	112,921
Travel	37,152	2,326	4,881	7,299	51,658	54,172
Utilities	534,278	22,308	60,222	26,851	643,659	613,495
VISTA program	208,887	-	-	-	208,887	320,859
Workers' compensation	<u>123,512</u>	<u>14,630</u>	<u>12,205</u>	<u>17,952</u>	<u>168,299</u>	<u>148,358</u>
Total expenses	\$ 9,524,438	\$ 417,963	\$ 1,000,388	\$ 1,078,712	\$12,021,501	\$11,106,475

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



## FIT/NHNH, INC. AND SUBSIDIARIES

## Consolidated Statement of Cash Flows

Year Ended December 31, 2019  
(With Comparative Totals for the Year Ended December 31, 2018)

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 190,287	\$ 3,149,914
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,253,461	1,125,127
Grants and contributions for capital projects	-	(560,790)
Effect of consolidation of affiliate, net of cash held by consolidated affiliate of \$326,551	-	(3,104,400)
Forgiveness of debt	(131,267)	(131,267)
Unrealized (gain) loss on investments	(252,431)	168,848
(Gain) loss on disposal of assets	(210,190)	10,115
(Increase) decrease in:		
Accounts receivable	(15,290)	42,130
Grants and contributions receivable	197,125	(334,879)
Prepaid expenses	14,495	(39,301)
Other assets	106,578	(119,810)
(Decrease) increase in:		
Accounts payable	(82,350)	(21,258)
Accrued expenses	23,943	84,806
Due to related party	(35,613)	35,613
Other current liabilities	(22,804)	32,971
Net cash provided by operating activities	<u>1,035,944</u>	<u>338,019</u>
Cash flows from investing activities		
Repayments from (advances to) related parties	35,613	(35,613)
Proceeds from sale of investments	465,602	275,024
Investment in development in process	(523,132)	(1,515,419)
Proceeds from disposal of assets	846,634	-
Acquisition of property and equipment	(1,730,333)	(2,476,109)
Net cash used by investing activities	<u>(905,616)</u>	<u>(3,752,117)</u>
Cash flows from financing activities		
Grants and contributions for capital projects	-	560,790
Net (repayments on) borrowings from line of credit	(145,000)	145,000
Proceeds from long-term borrowings	2,127,975	3,507,201
Payment of financing costs	(31,409)	-
Payments on long-term debt	(771,218)	(223,019)
Net cash provided by financing activities	<u>1,180,348</u>	<u>3,989,972</u>
Net increase in cash and cash equivalents	1,310,676	575,874
Cash, cash equivalents and restricted cash, beginning of year	<u>2,652,765</u>	<u>2,076,891</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 3,963,441</u>	<u>\$ 2,652,765</u>
Breakdown of cash, cash equivalents and restricted cash, end of year		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Replacement reserves	428,390	338,578
Reserve cash designated for properties	<u>1,012,597</u>	<u>718,154</u>
	<u>\$ 3,963,441</u>	<u>\$ 2,652,765</u>
Supplemental disclosure		
Property and equipment transferred from development in process	\$ 3,972,896	\$ 2,222,138
Interest paid	<u>\$ 221,658</u>	<u>\$ 229,713</u>

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



# **FIT/NHNH, INC. AND SUBSIDIARIES**

## **Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

### **Organization**

In May 1994, Families in Transition, Inc. was incorporated as a New Hampshire nonprofit to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire.

Effective January 1, 2018, Families in Transition, Inc. merged with New Horizons for New Hampshire, Inc. (NHNH) to form FIT/NHNH, Inc. (FIT/NHNH or the Organization). As a result of the merger, FIT/NHNH created an integrated system of care that provides an increased supply of affordable housing for those most in need, sustains positive outcomes through the incorporation of evidence based practices proven to meet identified needs and goals, identifies areas for systemic and programmatic improvements through the use of consistent and accurate data to regularly measure success, and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children. The merger resulted in a contribution of net assets in 2018 as follows:

Cash and cash equivalents	\$ 326,551
Other current assets	63,438
Cash surrender value of life insurance	33,676
Investments	1,780,456
Property and equipment, net	1,396,197
Accounts payable and accrued payroll	(95,950)
Notes payable	<u>(73,417)</u>
Fair value of net assets acquired	<u>\$ 3,430,951</u>

The fair value of the identifiable assets exceeded the fair value of the liabilities assumed; as a result, a contribution was recognized. There was no consideration transferred from NHNH.

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

During 2019, Bicentennial reached the end of its initial 15-year low-income housing tax credit compliance period. Effective September 20, 2019, New Hampshire Housing Equity Fund 2002 Limited Partnership and JPMorgan Chase, the limited partners, and Bicentennial Families Concord, Inc., the general partner, dissolved Bicentennial. As a result, the non-controlling interest was eliminated and the assets and liabilities of Bicentennial were transferred to the general partner. The general partner's parent, FIT/NHNH, then caused the assets to be contributed to, and the liabilities assumed by, Housing Benefits, Inc. (Housing Benefits), a subsidiary of FIT/NHNH.



## **FIT/NHNNH, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

In 2008, the Organization created Housing Benefits, a Community Development Housing Organization, to identify and develop new housing units and refurbish existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Street, Lowell Street, Belmont Street, Market Street (Millyard I and Millyard II), Spruce Street and Hayward Street, in Manchester, New Hampshire as well as additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), Lehner Street in Wolfeboro, New Hampshire (Hope House), and at Bicentennial Square in Concord, New Hampshire (Bicentennial).

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

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family Outfitters, LLC (Outfitters), a limited liability corporation. At December 31, 2019, Outfitters operated an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization. During 2018, management made the decision to close a Concord, New Hampshire thrift store location.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy."

On May 25, 2018, the Organization organized Wilson Street Condominium Association (the Association). The Association was established for the purpose of maintaining and preserving a five unit premise located on Wilson Street in Manchester, New Hampshire. The Organization is the majority owner of the Association.

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



**FIT/NHNN, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

**1. Summary of Significant Accounting Policies**

**Newly Adopted Accounting Principle and Reclassifications**

In 2019, the Organization adopted Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash on the statement of cash flows. The impact of adoption on the consolidated statement of cash flows for the year ended December 31, 2018 is a decrease in cash used by investing activities of \$40,338, and an increase in cash and restricted cash, beginning of the year of \$1,014,394.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification (ASC) Topic No. 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization for the year ended December 31, 2019. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

**Principles of Consolidation**

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

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

**Comparative Information**

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2018 consolidated financial statements, from which the summarized information was derived.



**FIT/NHNN, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

**Use of Estimates**

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

**Basis of Presentation**

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

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

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

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

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



**FIT/NHH, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

**Cash and Cash Equivalents**

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

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

**Property and Equipment**

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation, less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

**Rental Income**

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

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



**FIT/NHNN, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

**Volunteer Services**

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2019 and 2018 is approximately \$1,030,000 and \$780,000, respectively.

**Functional Expense Allocation**

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

**Income Taxes**

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

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2019 and 2018, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

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

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



## FIT/NHNNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019  
(With Comparative Totals for December 31, 2018)

2. Availability and Liquidity of Financial Assets

As of December 31, 2019, the Organization has working capital, excluding current assets with donor restrictions of \$454,597, of \$1,932,450 and average days (based on normal expenditures) cash and cash equivalents on hand of 85.

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

	<u>2019</u>	<u>2018</u>
Financial assets:		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Accounts receivable	67,501	52,211
Grants and contributions receivable	589,218	786,343
Due from related parties	-	35,613
Investments	<u>1,123,413</u>	<u>1,336,584</u>
Total financial assets	4,302,586	3,808,784
Donor-imposed restrictions:		
Restricted funds	<u>(479,597)</u>	<u>(1,187,636)</u>
Financial assets available at year end for current use	<u>\$ 3,822,989</u>	<u>\$ 2,621,148</u>

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

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



## FIT/NHH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

**3. Property and Equipment**

Property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Land	\$ 3,764,378	\$ 3,646,598
Land improvements	650,360	602,600
Buildings and improvements	39,119,498	34,123,494
Furniture and fixtures	920,936	731,590
Equipment	604,426	558,032
Vehicles	361,153	347,711
Construction in progress	<u>850</u>	<u>12,229</u>
	45,421,600	40,022,254
Less: accumulated depreciation	<u>12,633,547</u>	<u>11,491,435</u>
Property and equipment, net	<u>\$ 32,788,053</u>	<u>\$ 28,530,819</u>

At December 31, 2019 and 2018, the Organization held \$37,087,574 and \$31,959,920, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and building improvements at December 31, 2019 and 2018 was \$9,284,428 and \$8,344,904, respectively.

**4. Development in Process**

At December 31, 2019, development in process consisted of various projects in process related to all of the properties owned by the Organization. As December 31, 2018, development in process consisted of costs related to the following:

**Family Willows Recovery Housing Program**

In response to the rising rates of opioid and other substance use issues throughout Manchester, New Hampshire and the State of New Hampshire, FIT/NHH and Housing Benefits established The Manchester Recovery and Treatment Center (the Facility), a large-scale facility to curb the tide of substance misuse.

The Facility provides areas for agencies to provide substance use disorder treatments or services to those at varying stages of recovery. The Facility also includes Housing Benefit's Family Willows Recovery Housing Program (the Program) on the 2<sup>nd</sup> and 3<sup>rd</sup> floors. This Program provides 19 units of sober recovery housing, and accommodates approximately 40-50 women and their children. Residents in the Program have access to case management, continued outpatient treatment, self-help groups, employment workshops, and social events. Funding for the Facility was secured from the City of Manchester, NHHFA, Franklin Savings Bank, the Community Development Finance Authority (CDFA) and private foundations. Construction was completed and the Facility was placed into service in 2019.



## FIT/NHNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

6. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$350,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4% (4.75% at December 31, 2019). As of December 31, 2018, the outstanding balance was \$145,000. There was no outstanding balance as of December 31, 2019.

6. Long-Term Debt

Long-term debt consisted of the following:

	<u>2019</u>	<u>2018</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 50,142	\$ 53,707
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$883, including interest at 5.00% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034. The Organization refinanced this note in 2019.	104,019	113,185
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	48,028	59,226
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	207,307	217,397



## FIT/NHNN, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	135,156	141,664
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.	85,018	85,018
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.	336,955	336,955
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	260,000	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.	445,068	449,877
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	207,057	220,274
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	226,725	226,725



## FIT/NHNNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000
A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	230,000	230,000
A second mortgage note payable by Housing Benefits to CDFA, collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	32,773	45,430
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT/NHNNH, Inc. and Family Mill.	415,323	432,921
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	600,000	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	516,277	543,384
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	81,817	90,908



## FIT/NHNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 4.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT/NHNH, Inc. and Big Shady Tree.	251,100	263,103
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,775 include principal and interest at 8% per annum. The note is due in February 2021.	40,664	69,285
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	617,613	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	413,735	413,575
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The property was sold and the note was paid in 2019.	-	332,432
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628
A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.	160,022	168,022



## FIT/NHHH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2019 and 2018, \$131,267 was recognized as revenue and support in the consolidated statement of activities.	853,230	984,497
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	216,148	216,672
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due annually by October 1. The note is due in full by October 1, 2045.	572,808	582,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$2,137 include principal and interest at 4.35%. The note is due in full by April 2024. The Organization refinanced this note in 2019.	386,216	388,731
A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.	4,237	9,892
A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.	5,989	13,979
A vehicle loan payable in monthly payments of \$308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.	12,930	-



## FIT/NHNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.	177,428	183,916
A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,270 include principal and interest at 4.94%. The note is due in full by January 2027.	373,411	382,018
A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal, interest and escrow of \$7,003 are due over a 30 year period starting September 2018 at 4.90% interest.	724,146	770,113
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by November 1, 2047.	720,000	692,891
Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.90% annual interest rate. The loan is due and payable in March 2022.	28,611	40,633
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.	1,458,182	1,133,816



## FIT/NHNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.	531,252	495,225
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by December 1, 2047.	780,000	780,000
A mortgage note payable to NHHFA and is collateralized by the real estate and personal property. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of \$6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.	1,558,090	-
A technical assistance note payable to NHHFA to provide support to the Organization for renovations at Angie's Shelter. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.	41,627	13,879
A noninterest bearing note payable to the City of Manchester Community Improvement Program through the Affordable Housing Trust Funds, collateralized by real estate located at 199 Manchester Street. Annual payments of \$6,000 are due by October 1 commencing October 1, 2010. The note was paid off in 2019.	-	6,000



## FIT/NHNNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2.0% will be required until December 2021.

	<u>28,924</u>	<u>46,767</u>
	15,985,939	14,760,449
Less current portion	317,739	1,116,180
Less unamortized deferred costs	<u>67,530</u>	<u>40,252</u>
	<u>\$ 15,610,670</u>	<u>\$13,604,017</u>

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

Principal maturities of the above notes over the next five years and thereafter are as follows:

2020	\$ 317,739
2021	245,311
2022	223,202
2023	544,247
2024	663,538
Thereafter	<u>13,991,902</u>
	<u>\$ 15,985,939</u>

Interest expense charged to operations, including amortization of deferred costs of \$14,131, was \$221,658 and \$229,713 in 2019 and 2018, respectively.



## FIT/NHNNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019  
(With Comparative Totals for December 31, 2018)

7. Net Assets

At December 31, 2019 and 2018, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	<u>2019</u>	<u>2018</u>
Investments to be maintained in perpetuity, income is to support general operations	\$ <u>25,000</u>	\$ <u>25,000</u>
Funds maintained with donor restrictions temporary in nature:		
The Family Place - services	81,933	53,540
Scholarships	8,764	8,264
VISTA program	-	48,118
Housing programs	37,500	-
Direct care for clients	88,784	95,410
Community Gardens	-	10,333
Hope House	21,067	131,440
Family Willows Recovery Housing Program	-	264,238
NHNNH merger	12,779	345,003
Substance use disorder services	119,760	170,677
NHNNH programs	17,344	35,613
Passage of time	<u>66,666</u>	<u>-</u>
Total funds maintained with donor restrictions temporary in nature	<u>454,597</u>	<u>1,162,636</u>
Total net assets with donor restrictions	\$ <u>479,597</u>	\$ <u>1,187,636</u>



## FIT/NHHH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019  
(With Comparative Totals for December 31, 2018)

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

	<u>2019</u>	<u>2018</u>
Satisfaction of purpose restrictions:		
Operating releases		
The Family Place - services	\$ 26,607	\$ -
Scholarships	-	3,500
VISTA program	48,116	57,325
Direct care for clients	71,083	84,324
Community Gardens	2,000	-
Hope House	107,176	-
NHHH merger	122,810	96,706
Substance use disorder services	374,438	45,324
NHHH programs	<u>107</u>	<u>5,746</u>
	<u>752,336</u>	<u>292,925</u>
Capital project releases		
Hope House	-	216,016
Family Willows Recovery		
Housing Program	264,238	143,796
NHHH programs	<u>36,616</u>	<u>-</u>
	<u>299,854</u>	<u>359,812</u>
	<u>\$ 1,052,190</u>	<u>\$ 652,737</u>

#### 8. Commitments

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

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



## FIT/NHNNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

**9. Retirement Plan**

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$71,543 and \$63,053 during the years ended December 31, 2019 and 2018, respectively.

**10. Noncontrolling Interest**

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

<u>Limited Partner</u>	<u>Property</u>	<u>2019</u>	<u>2018</u>
New Hampshire Housing Equity Fund, Inc.	Bicentennial	\$ -	\$ 105,749
JP Morgan Chase	Bicentennial	-	213,791
BCCC, Inc.	Family Bridge	10	10
Boston Capital Corporate	Family Bridge	766,943	970,818
BCCC, Inc.	Family Willows	10	10
Boston Capital Midway	Family Willows	<u>1,835,370</u>	<u>1,919,020</u>
		<u>\$ 2,602,333</u>	<u>\$ 3,209,398</u>

**11. Uncertainty**

Subsequent to December 31, 2019, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of March 31, 2020, management believes that a material impact on the Organization's consolidated financial position and results of future operations is reasonably possible.

**12. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 31, 2020, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.



**SUPPLEMENTARY INFORMATION**



**FITTING, INC. AND SUBSIDIARIES**  
**Consolidating Statement of Financial Position**  
**December 31, 2011**

	<b>ASSETS</b>										
	Families in Transition - Donations	United Fiduciaries	Housing Benefits	Family Outlets	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Widen Street Condominium Association	With Donor Restriction	Eliminations	Total
<b>Current assets</b>											
Cash and cash equivalents	\$ 1,101,820	\$ 45,800	\$ 174,847	\$ 78,805	\$ 638,881	\$ 7,863	\$ 84,537	\$ 1,258	\$ 347,931	\$ -	\$ 2,322,454
Accounts receivable	82,066	12,778	38,388	-	-	-	-	8,448	-	(72,174)	87,501
Grants and contributions receivable	420,130	-	-	-	94,296	7,800	-	-	50,000	-	609,216
Prepaid expenses	23,624	14,837	17,710	6,478	690	378	742	1,358	-	-	85,612
Due from related party	1,271,127	-	88,401	77,118	71,313	-	2,038	-	-	(1,479,967)	-
Other current assets	5,128	15,812	33,622	-	-	-	-	-	-	-	89,567
<b>Total current assets</b>	<b>2,803,006</b>	<b>88,724</b>	<b>325,865</b>	<b>163,401</b>	<b>806,180</b>	<b>16,134</b>	<b>87,317</b>	<b>11,052</b>	<b>454,897</b>	<b>(1,662,171)</b>	<b>3,394,062</b>
<b>Replacement reserves</b>	<b>67,352</b>	<b>111,828</b>	<b>229,852</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,160</b>	<b>-</b>	<b>-</b>	<b>428,390</b>
Reserve cash designated for properties	64,822	233,218	704,857	-	-	-	-	-	-	-	1,012,597
Related party notes receivable	1,726,789	-	-	-	-	-	-	-	-	(1,723,789)	-
Accrued interest receivable on related party note	1,132,963	-	-	-	-	-	-	-	-	(1,132,963)	-
Investments	-	-	-	-	1,888,413	-	-	-	25,000	-	1,123,413
Investment in related entities	1,188,347	-	25,051	-	-	-	-	-	-	(1,220,388)	1,000
Property and equipment, net	3,898,883	7,684,374	19,944,469	19,017	1,840,881	1,385	2,904	18,148	-	-	32,786,063
Development in process	165,686	-	-	-	-	-	-	-	-	-	165,686
Other assets	-	-	30,000	-	20,828	-	-	-	-	-	10,633
<b>Total assets</b>	<b>\$ 10,832,243</b>	<b>\$ 8,018,542</b>	<b>\$ 21,290,134</b>	<b>\$ 192,418</b>	<b>\$ 3,474,822</b>	<b>\$ 17,723</b>	<b>\$ 89,821</b>	<b>\$ 49,260</b>	<b>\$ 478,897</b>	<b>\$ (5,631,331)</b>	<b>\$ 33,193,873</b>
	<b>LIABILITIES AND NET ASSETS</b>										
<b>Current liabilities</b>											
Current portion of long-term debt	\$ 104,728	\$ 83,156	\$ 138,618	\$ 6,889	\$ 18,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317,739
Accounts payable	38,140	78,907	46,098	2,007	64,489	3,551	1,912	2,828	-	(72,174)	187,887
Accrued expenses	221,598	719,917	485,285	17,156	88,289	12,188	-	-	-	(1,162,063)	372,038
Due to related entities	49,429	87,486	1,184,010	-	2,646	152,770	-	13,848	-	(1,478,897)	-
Other current liabilities	5,572	17,418	33,823	-	-	-	735	-	-	-	89,871
<b>Total current liabilities</b>	<b>419,467</b>	<b>867,466</b>	<b>1,807,835</b>	<b>26,152</b>	<b>167,772</b>	<b>168,478</b>	<b>2,895</b>	<b>16,274</b>	<b>-</b>	<b>(2,705,134)</b>	<b>817,003</b>
<b>Long-term debt, net of current portion and unamortized deferred costs</b>	<b>1,831,732</b>	<b>3,857,671</b>	<b>11,816,280</b>	<b>-</b>	<b>18,570</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,714,789)</b>	<b>15,810,878</b>
<b>Total liabilities</b>	<b>2,159,229</b>	<b>4,652,388</b>	<b>13,617,093</b>	<b>26,152</b>	<b>186,248</b>	<b>168,478</b>	<b>2,895</b>	<b>16,274</b>	<b>-</b>	<b>(4,419,923)</b>	<b>16,627,881</b>
<b>Net assets</b>											
Net assets without donor restrictions - controlling interest	8,844,114	784,143	7,483,038	157,266	3,308,574	(150,753)	87,153	33,088	-	(1,229,388)	18,284,224
Net assets without donor restrictions - noncontrolling interest	-	2,852,333	-	-	-	-	-	-	-	-	2,852,333
<b>Total net assets without donor restriction</b>	<b>8,844,114</b>	<b>3,388,476</b>	<b>7,483,038</b>	<b>157,266</b>	<b>3,308,574</b>	<b>(150,753)</b>	<b>87,153</b>	<b>33,088</b>	<b>-</b>	<b>(1,229,388)</b>	<b>21,136,557</b>
<b>Net assets with donor restrictions</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>478,897</b>	<b>-</b>	<b>-</b>	<b>478,897</b>
<b>Total net assets</b>	<b>8,844,114</b>	<b>3,388,476</b>	<b>7,483,038</b>	<b>157,266</b>	<b>3,308,574</b>	<b>(150,753)</b>	<b>87,153</b>	<b>33,088</b>	<b>478,897</b>	<b>(1,229,388)</b>	<b>22,385,154</b>
<b>Total liabilities and net assets</b>	<b>\$ 10,832,243</b>	<b>\$ 8,018,542</b>	<b>\$ 21,290,134</b>	<b>\$ 192,418</b>	<b>\$ 3,474,822</b>	<b>\$ 17,723</b>	<b>\$ 89,821</b>	<b>\$ 49,260</b>	<b>\$ 478,897</b>	<b>\$ (5,631,331)</b>	<b>\$ 33,193,873</b>



## FITURHILL, INC. AND SUBSIDIARIES

## Consolidating Statement of Activities

Year Ended December 31, 2019

	Families In Transition - Ownees	United Partnerships	Housing Projects	Family Outlets	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Outlets in End Homeschools	Woburn Street Counseling Partnership	Elimination	Without Donor Restrictions Total	With Donor Restrictions	Total
<b>Revenue and support</b>												
Federal, state and other grant support	\$ 3,534,888	\$ -	\$ 327,427	\$ -	\$ 687,713	\$ 148,176	\$ 4,000	\$ -	\$ (417,844)	\$ 4,285,362	\$ 344,151	\$ 4,629,513
Rental income, net of vacancies	277,824	816,438	1,265,731	-	24,833	11,481	-	101,810	(157,958)	2,359,739	-	2,359,739
Third stars sales	-	-	-	673,355	-	-	-	-	-	673,355	-	673,355
Public support	1,053,732	-	18,887	-	971,798	-	8,744	-	-	2,060,951	-	2,060,951
Tax credit revenue	268,238	-	-	-	-	-	-	-	-	268,238	-	268,238
Special events	238,073	-	-	-	280,184	-	-	-	-	518,257	-	518,257
Property management fees	818,048	-	-	-	-	-	-	-	(818,048)	-	-	-
Developer fees	101,848	-	-	-	-	-	-	-	-	101,848	-	101,848
VISTA program revenue	75,366	-	-	-	-	-	-	-	-	75,366	-	75,366
Unrealized gain on investments	-	-	-	-	252,431	-	-	-	-	252,431	-	252,431
Gain (loss) on disposal of assets	212,648	(1,871)	-	(745)	-	198	-	-	-	210,190	-	210,190
Interest income	90,194	4,738	11,282	-	-	-	-	-	-	106,214	-	106,214
Investment income	93,978	-	4,893	-	7,210	-	-	2	(95,888)	10,205	-	10,205
Forgiveness of debt	-	-	-	-	21,888	-	-	-	-	21,888	-	21,888
Medicaid reimbursements	674,881	-	131,287	-	-	-	-	-	-	806,168	-	806,168
Other income	184,992	25,498	119,895	15,843	28,881	33,240	2,827	588	(188,174)	228,849	-	228,849
Net assets released from restrictions for operations	732,336	-	-	-	-	-	-	-	-	732,336	(732,336)	-
<b>Total revenue and support</b>	<b>8,255,128</b>	<b>843,734</b>	<b>1,820,894</b>	<b>691,133</b>	<b>2,278,899</b>	<b>184,687</b>	<b>13,871</b>	<b>102,810</b>	<b>(1,828,054)</b>	<b>12,827,290</b>	<b>(408,185)</b>	<b>12,219,105</b>
<b>Expenses</b>												
Program activities	8,952,871	1,230,070	2,902,397	432,890	1,448,323	270,842	11,242	88,542	(1,883,718)	9,842,401	-	9,842,401
Fundraising	947,845	-	228,888	-	203,888	-	-	-	-	1,500,588	-	1,500,588
Management and general	859,813	-	102,851	-	159,388	-	-	-	(94,338)	1,078,712	-	1,078,712
<b>Total expenses</b>	<b>7,480,929</b>	<b>1,230,070</b>	<b>2,333,836</b>	<b>432,890</b>	<b>1,811,999</b>	<b>270,842</b>	<b>11,242</b>	<b>88,542</b>	<b>(1,828,054)</b>	<b>12,021,901</b>	<b>-</b>	<b>12,021,901</b>
<b>Excess (deficiency) of revenue and support over expenses</b>	<b>885,997</b>	<b>(386,278)</b>	<b>(434,949)</b>	<b>158,903</b>	<b>444,832</b>	<b>(78,878)</b>	<b>2,429</b>	<b>12,828</b>	<b>-</b>	<b>605,789</b>	<b>(408,185)</b>	<b>187,604</b>
Net assets released for capital projects	284,233	-	-	-	38,818	-	-	-	-	296,854	(296,854)	-
Partnership distributions	-	(7,317)	-	-	-	-	-	-	-	-	-	-
Equity transferred resulting from dissolution of United Partnership	-	(358,228)	853,826	-	-	-	-	-	-	-	-	(7,317)
<b>Change in net assets</b>	<b>\$ 1,149,235</b>	<b>\$ (753,347)</b>	<b>\$ 128,907</b>	<b>\$ 158,903</b>	<b>\$ 444,148</b>	<b>\$ (78,878)</b>	<b>\$ 2,429</b>	<b>\$ 12,828</b>	<b>\$ -</b>	<b>\$ 885,789</b>	<b>\$ (709,835)</b>	<b>\$ 105,287</b>



**FITRHHM, INC. AND SUBSIDIARIES**  
**Consolidating Statement of Functional Expenses**  
**Year Ended December 31, 2019**

	Program Activities												
	Families In Transition - Operations	Limited Partnerships	Housing Benefits	Family Outfits	New Horizons for New Homeless	Manchester Emergency Shelter	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Program Activities Total	Foundation	Management General	Eliminations	Total
Salaries and benefits													
Salaries and wages	\$ 2,427,122	\$ -	\$ 669,448	\$ 248,403	\$ 796,026	\$ 145,585	\$ -	\$ -	\$ 4,280,585	\$ 492,618	\$ 603,736	\$ -	\$ 5,295,139
Employee benefits	267,221	-	88,087	11,728	83,312	10,896	-	-	442,303	41,883	82,942	-	546,228
Payroll taxes	579,938	-	47,303	18,832	81,740	11,183	-	-	739,632	33,036	44,292	-	833,959
Total salaries and benefits	2,874,281	-	805,815	280,013	921,078	171,733	-	-	5,462,520	472,737	710,876	-	6,236,327
Advertising	19,308	-	-	25,078	2,600	-	500	-	80,391	2,441	3,662	-	86,494
Application and permit fees	-	-	-	-	822	-	-	-	822	82	4,341	-	4,815
Bad debts	3,245	3,323	8,834	-	-	-	-	-	13,402	-	-	-	13,402
Bank charges	6,842	899	-	7,468	-	128	238	77	18,448	872	8,964	-	21,674
Condominium association fees	-	-	73,558	-	-	-	-	-	73,558	-	-	-	73,558
Consultants	12,312	-	2,238	2,714	20,142	2,392	-	-	38,629	4,168	5,377	(54,486)	12,672
Depreciation	152,477	308,831	444,138	10,304	57,778	284	1,019	186	1,034,792	131,224	73,404	-	1,239,330
Events	-	-	-	383	-	-	480	1,388	2,174	145,581	-	-	147,755
Food	-	-	22,883	-	101,187	-	-	-	124,069	-	-	-	124,069
General insurance	27,164	41,832	41,848	2,331	18,818	5,523	742	11,848	148,985	15,214	11,246	-	175,444
Interest expense	48,818	107,443	158,725	680	747	-	-	-	315,395	1,818	638	(85,890)	221,664
Management fees	83,133	211,876	638,305	-	-	-	-	24,383	867,479	-	-	-	872,862
Meals and entertainment	3,488	-	-	-	-	-	-	-	3,488	408	783	-	1,619
Membership dues	5,801	-	180	-	287	-	-	-	8,268	757	1,138	-	10,153
Merger expenses	110,814	-	-	-	-	-	500	-	110,814	-	-	-	110,814
Office supplies	144,385	1,968	5,528	8,895	23,748	89	231	64	184,896	21,894	38,872	-	245,568
Participant expenses	79,919	2,839	2,834	-	9,884	43,148	4,000	-	133,622	-	32,098	-	175,744
Postage	7,804	-	144	8	4,874	11	24	-	12,865	1,483	2,182	-	16,532
Printing	22,808	-	-	862	12,718	-	72	82	36,741	4,211	8,308	-	49,262
Professional fees	86,858	42,178	19,928	4,080	4,958	775	508	4,038	182,731	12,014	37,895	-	212,840
Related entity expenses	1,388,585	-	(832,737)	(18,947)	-	-	-	-	534,311	-	-	(334,311)	-
Rent	-	-	-	34,274	-	-	-	-	34,274	-	84,338	(80,612)	33,990
Rental subsidies	306,388	-	-	-	26,248	-	-	-	332,635	-	-	-	332,635
Repairs and maintenance	48,805	142,138	237,879	28,813	113,883	18,386	-	33,804	623,418	73,392	43,911	(20,080)	721,321
Staff development	31,270	-	-	208	2,083	-	1,405	-	34,966	4,378	8,538	-	47,831
Taxes	48,853	118,488	187,831	1,789	-	78	73	-	367,212	-	-	-	367,212
Technology support	142,830	2,841	2,837	525	17,282	2,850	1,357	-	178,232	28,752	30,814	-	217,798
Telephone	81,884	718	31,829	2,818	12,168	3,982	-	1,984	113,734	9,421	13,881	-	137,136
Travel	35,318	-	-	2,338	1,707	-	88	-	39,478	4,881	7,289	-	51,558
Utilities	32,814	182,608	228,880	22,308	83,579	15,847	-	10,028	568,585	60,222	28,851	-	643,908
VISTA program	285,331	2,568	-	-	-	-	-	-	287,899	-	-	-	287,899
Workers' compensation	79,226	-	17,894	14,638	28,739	6,613	-	-	147,110	12,202	17,852	-	177,164
Total expenses	\$ 8,952,871	\$ 1,239,978	\$ 2,052,397	\$ 432,690	\$ 1,448,823	\$ 279,842	\$ 11,242	\$ 87,682	\$ 11,835,117	\$ 1,000,399	\$ 1,143,850	\$ (1,638,054)	\$ 12,021,361



## **Families in Transition/New Horizons New Hampshire Board of Directors**

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### **Board of Directors**

**Scott W. Ellison, Chair**

*COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner*  
Board member since 2018

**Roy Tilsley, Vice Chair**

*Bernstein Shur, Shareholder*  
Board member since 2018

**Robert Bartley, Treasurer**

*President, CPA, CFP, Bartley Financial Advisor*  
Board member since 2018

**Frank Saglio, Asst. Treasurer**

*Howe, Riley & Howe, PLLC.*  
Board member since 2018

**Kristi Scarpone, Secretary**

*First, Corporate and Foundation Relations*  
Board member since 2018

**Dick Anagnost, At Large**

*President, Anagnost Companies*  
Board member since 2018

**Heather Whitfield, At Large**

*Vice President, Commercial Lending, People's United Bank*  
Board member since 2018

**David Cassidy, Past Co-Chair**

*Senior Vice President, Eastern Bank*  
Board member since 2018

**Charla Bizios Stevens, Past Co-Chair**

*Director, Litigation Department and Chair of Employment Law Practice Group*  
*McLane Middleton, Professional Association Esquire*  
Board member since 2018

**Colleen Cone,**

*Sr. Director Employee Relations Greater Boston Area, Comcast*  
Board member since 2018

**Allison Hutcheson**

*Merchants Fleet Management, Associate Director of Sales Administration*  
Board member since 2018



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

**Brian Hansen**  
*Team Engineering, Project Manager*  
Board member since 2018

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

**Jack Olson**  
*Retired*  
Board member since 2018

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

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

**Peter Telge**  
*Owner, Stark Brewing Company*  
Board member since 2018

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

**Sarah Jacobs**  
*Manchester School District Coordinator*  
Board member since 2018

**Sean Leighton**  
*Captain – Investigative Division Commander, City of Manchester Police Department*  
Board member since 2019

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

**Rev. Gayle Murphy**  
*Minister At Large*  
Board member since 2020

**Michael McCormick**  
*Anthem- Chief of Staff & Sales Effectiveness Director,  
Commercial Business Division, Manchester NH*  
Board member since 2020



# Maria Devlin

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## Profile

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

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## Skills/Expertise

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

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## Program/Project Management Experience

### President & CEO

Families In Transition – New Horizons, Manchester NH

06/2020 - present

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

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

### Chief Executive Officer

American Red Cross of NH & VT, Concord, NH

03/2008-05/2020

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

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

### Interim Executive Director

Director of Public Affairs

Children's Alliance of New Hampshire, Concord, NH

01/2007-03/2008

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



## Maria Devlin

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- **Organized the Children's Advocacy Network** – a diverse group of organizations and individuals – dedicated to improving the life of children and families through legislative and public policy initiatives, such as statewide kindergarten, statewide children's health insurance, greater access to Children in Need of Services (CHINS) and maintaining access to Supplemental Nutrition Assistance Program (SNAP) benefits
- Acting as the Interim Executive Director supported by 3 paid staff and a board of directors with 12 members
- Stabilized fundraising, operations and personnel to ensure positive transition to new leadership
- In partnership with the Annie E. Casey Foundation, created & released the 2007 Kids Count data book for New Hampshire an annual report which tracks child wellbeing. Data which is used to enrich local and state-level discussions around policy change.

### Director of Annual Giving

Southern New Hampshire University, Manchester, NH

10/2003-01/2007

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

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

### Director of Development & Program Services

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

05/1996-10/2003

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

### Education

Southern New Hampshire University, Manchester, NH  
Master of Science, Organizational Leadership

Springfield College, Manchester, NH (satellite)  
Master of Science in Human Services, Community Psychology

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

### Additional Certifications and Development

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

### Honors & Achievements

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

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

### Community

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



## Meghan E. Shea, LICSW, MLADC

### OBJECTIVE

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

### EDUCATION / LICENSURE

Master – Licensed Alcohol and Drug Counselor	September 2010- Present
Licensed Independent Clinical Social Worker	October 22, 2012-Present
Master of Social Work, University of New Hampshire	May 2010
▪ Graduated with an MSW from the Advanced Standing Program	
Bachelor of Art, Social Work, University of New Hampshire	May 2006
▪ Graduated with an BSW with GPA of 3.41	

### EMPLOYMENT

#### Vice President, Clinical & Supportive Services

##### Families in Transition-New Horizons

December 20<sup>th</sup>, 2017 – present

- Receivership-Interim Executive Director of Serenity Place
- Oversees all clinical and supportive services at Families in Transition-New Horizons including emergency shelter, transitional and permanent supportive housing, Intensive Outpatient Services, Outpatient services, Recovery Housing and programming.
- Quality of control of healthcare facilities licensure.
- Oversight of fidelity of evidence based practices and models.
- Oversight of staff competencies and required trainings for best practices across the agency.
- Supervision of agency program managers and housing director.
- Provide clinical supervisor for licensure and certifications.
- Quality control of all billing policies and procedures.

#### Clinical Director

##### Families in Transition

Sept 1<sup>st</sup>, 2016- December 2017

- Oversee and manage Sr. Housing Program Manager who supervises the supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Oversee the Family Willows Program Manager who supervises 11 clinical staff who conduct co-occurring treatment to women only
- Develop and staff Recovery Housing program and implementation of newest housing and supportive service programming
- Develop and oversight Open Doors outpatient programming for all transitional housing programs of FTI
- Ensure quality programming across Families in Transitions clinical department
- Provide training within the organization and community on substance misuse in NH.
- Administer all program policies and procedure for Families In Transition's various Supportive Service
- Oversight of billing components of all levels of Co-occurring treatment.

#### Therapist

##### Bedford Family Therapy

January 2014- Present

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



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

**Clinical & Supportive Service Manager**

**March 7<sup>th</sup>, 2016- August 31<sup>st</sup>, 2016**

**Families In Transition**

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

**Program Manager of the Family Willow Substance Use Treatment Program September 2014-2016**

**Families In Transition**

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

**Therapist**

**May 2010- September 2014**

**Families In Transition**

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

**MSW Intern**

**May 2009 to May 2010**

**Bedford Counseling – Mental Health Center of Greater Manchester**

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

**Case Manager**

**June 2006- May 2010**

**Families In Transition**

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

**PROFESSIONAL MEMBERSHIPS**

**Providers Association Board of Directors-Vice President of Treatment July 2014 to Present**

**NH Alcohol & Drug Abuse Counselors Association January 2012 to Present**

**Member of the Manchester Substance Use Collaborative March 2012 to Present**

**PRESENTATIONS**

**NH Association for infant mental health workshop Helping Parents Be Parents:  
Addressing Substance Use and Trauma in a Family System- Loon Mountain June 2015**



**Providers Association: Addressing Substance Misuse in the Home Environment March 31<sup>st</sup>, 2016 at  
Wentworth Douglas Hospital in Dover, NH**

REFERENCES – AVAILABLE UPON REQUEST

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## **Sarah Bernier, LICSW, MLADC**

- Skills** Crisis intervention, individual therapy, community outreach, treatment planning, cognitive behavioral therapy, acceptance commitment therapy and motivational interviewing interventions.
- Education** **Masters in Social Work, May 2012**  
*University of New Hampshire, Manchester NH*
- Bachelor's Degree in Social Work and Counseling, Completed May 2009**  
*Franklin Pierce University, Rindge NH, GPA 3.78*
- Alpha Chi, (2009)
  - High Honors in Social Work (Franklin Pierce 2009)
  - Outstanding Senior in Social Work Award (Franklin Pierce 2009)
- Experience** **Counselor / Behavioral Health Consultant, Manchester Community Health Center, Manchester**  
**February 2015-Present**
- Facilitates and organizes the medication assisted treatment program
  - Serves as a behavioral health consultant in the clinic working directly with providers to assess and create plans of care for patients with substance use and mental health needs.
  - Connecting patients to resources and services
  - Individual clinical caseload of adolescents and adult patients
  - Supervising clinical notes for the medication assisted treatment program
- PREP Coordinator, Child Health Services, Manchester, NH**  
**May 2012-Present**
- Facilitates, coordinates, recruits and retains adolescent teen girls in an evidence-based, sexual health group.
  - Mental health counseling with teens; including wrap around case management with clients on caseload.
  - Community outreach to promote medical homes
- Advanced Clinical Intern, Cynthia Day Family Center, Nashua, August 2011-May 2012**
- Providing direct support to women and children in recovery
  - Delivered clinical social work skills with clients on caseload
  - Completed evidenced-based groups: *Nurturing Parenting* and *Thinking*



*for a Change, Seeking Safety*

- Completed bio-psychosocial assessments, mental health assessments, and Alcohol Severity Index (ASI) with clients

**Intern, Teen Health Clinic, Manchester, NH**

**August 2010-May 2011**

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

**Per Diem Residential Counselor, Brigids Crossing,**

**Lowell, MA 2010-Jan 2012**

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

**Intern, Court Appointed Special Advocates, Keene, NH**

**2008-2009, 2010**

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



**Amy M. Pettengill, M.S.W LADC**

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**Education:**

**Licensed Alcohol Drug Counselor (LADC)**  
New Hampshire License # 0957 -

**University of New Hampshire**  
**Durham, NH**  
-Master of Social Work- 2016

**College of New Rochelle**  
**New Rochelle, NY**  
- Bachelor of Social Work- 2004  
- Minor in Sociology

**Awards:**

**NH Children's Trust**  
Unsung Hero Award- 2019

**Boards and Committee Experience**

**\* Greater Manchester Council on Domestic and Sexual Violence**  
Elected Co-Chair 2017- present  
**\* Manchester Family Justice Center**  
Member at Large 2017- present  
**\* NH Human Trafficking Collaborative Task Force**  
Member 2017-present

**Work Experience:**

***Director of Crisis Services***

**YWCA NH, Manchester, NH (July 2015- Present)**

- Supervise all Staff, Interns, Volunteers, and Americorp members
- Ensure that effective services are being provided to over 5,000 clients annually
- Manage the Emergency Domestic Violence Shelter
- Speak with media when needed
- Participate in regularly scheduled community meetings such as the Participating Member Council through NH Coalition Against Domestic and Sexual Violence Domestic and the Sexual Assault Response Team
- Provide Case Management and Drug and Alcohol Counseling
- Facilitate staff meetings and trainings
- Grant Writing and reporting

***Program Coordinator of the Supervised Visitation and Child Exchange Center***  
**YWCA NH, Manchester, NH (November 2013- July 2015)**



- Conducted intake assessments to determine program eligibility
- Provided program staff supervision
- Monitored supervised visits and exchanges
- Maintained family files
- Provided monthly and annual statistics of families using the center

#### ***Supervisor***

**TCA Crossroads, Haverhill, MA (January 2012 – March 2013)**

- Provided weekly staff supervision
- Ensured the safety and well-being of 9 teenaged boys
- Conducted weekly primary sessions with residents
- Facilitated a variety of therapeutic groups

#### ***Case Worker***

**Child and Family Services, Concord, NH (June 2011 - December 2012)**

- Coordinated therapeutic treatment for youth on probation
- Facilitated weekly independent living groups
- Provided weekly 1:1 counseling to youth
- Wrote treatment plans and monthly reports

#### ***Substance Abuse Counselor***

**Farnum Center, Manchester, NH (January 2009 – June 2011)**

- Provided regular counseling to substance abusing adults
- Facilitated weekly family education groups
- Completed multiple assessments on clients
- Made community referrals with discharge planning

#### ***1:1 Counselor***

**Dare Family Services, Newburyport, MA (May 2008 - June 2010)**

- Taught and monitored parenting skills to pregnant and parenting teens
- Provided weekly individual counseling
- Communicated and collaborated with all treatment professionals involved with the client
- Transported and attended medical appointments with residents

#### ***MSW Intern***

**NH State Prison for Women, Goffstown, NH (May 2007 - May 2008)**

- Facilitated weekly substance abuse, victim impact, and eating disorder groups
- Assisted inmates with after care planning
- Attended regular court and parole hearings

#### ***Case Manager***

**Community Partners, Rochester, NH (May 2006 - May 2008)**

- Provided in home mental illness management to children aged 4-18
- Assisted families with developing goals and a treatment plan
- Facilitated State of NH Child Impact Seminar

#### ***Case Manager***

**Our House for Girls, Dover, NH (May 2004 - May 2006)**

- Assisted with the creation of resident treatment plans
- Facilitated quarterly case planning meetings
- Met weekly with individual clients to discuss progress and goals
- Monitored residents during daily activities



**FIT/NHNNH, Inc.**

**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maria Devlin	President/CEO	180,000	0%	-
Meghan Shea	Chief Programs Officer	105,000	30%	31,500
Sarah Bernier	Program Manager IOP	74,492	100%	74,492
Amy Pettengill	Program Manager TLP	57,222	100%	57,222



29B mac



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

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

May 16, 2019

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

**REQUESTED ACTION**

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

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

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

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

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



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

### **EXPLANATION**

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

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

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

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

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

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

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



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

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

Area served: Statewide

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

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



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

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

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name FIT/NH/NH, Inc.		1.4 Contractor Address 122 Market Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-641-9441	1.6 Account Number 05-095-092-920510-7040-0000-102-500731	1.7 Completion Date September 29, 2020 September 30, 2020 5-31-19	1.8 Price Limitation \$195,795
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature <i>Maureen Beauregard</i>		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	
1.13 Acknowledgement: State of New Hampshire County of Hillsborough  On March 15, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12:			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Ruth Syrek</i> (Seal)		RUTH A. SYREK, Notary Public My Commission Expires September 5, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin. Asst., Notary Public			
1.14 State Agency Signature <i>Jonathan S Fox</i> Date: 4/29/19		1.15 Name and Title of State Agency Signatory Jonathan 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: <i>[Signature]</i> On: 5/24/2019			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			



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

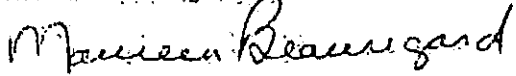
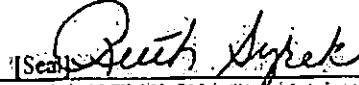

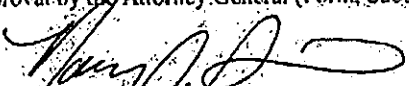
Subject: RFA-2019-BDAS-02-RECOV-02/Recovery Housing for Individuals with OUD

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

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1.13 Acknowledgement: State of New Hampshire County of Hillsborough On March 15, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		RUTH A. SYREK, Notary Public My Commission Expires September 5, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin. Asst., Notary Public			
1.14 State Agency Signature  Date: 4/29/19		1.15 Name and Title of State Agency Signatory Kent S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/24/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**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



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.



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



## Scope of Services

### **1. Provisions Applicable to All Services**

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

### **2. Scope of Services**

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



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



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

**2.4. Organizational/Administrative Standards**

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

**2.5. Fiscal Management Standards**

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

**2.6. Operation Standards**

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

*MD*



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



**2.7. Recovery Support Standards**

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

*MB*



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



- 2.7.11. The Contractor shall work with residents to develop and participate in an individualized recovery plan.
- 2.7.12. The Contractor shall inform residents on the wide range of local treatment and recovery support services available to them.
- 2.7.13. The Contractor shall provide nonclinical, recovery support and related services.
- 2.7.14. The Contractor shall encourage residents to attend supportive, self-help groups and/or outside professional services.
- 2.7.15. The Contractor shall provide access to scheduled and structured peer-based services such as didactic presentations.
- 2.7.16. The Contractor shall provide third party clinical services.
- 2.7.17. The Contractor shall provide life skills development services.
- 2.7.18. The Contractor shall provide access to clinical services.
- 2.8. **Property Standards**
  - 2.8.1. The Contractor shall ensure the residence meets all life, safety, health and building codes.
  - 2.8.2. The Contractor shall provide residents with storage for food and personal items.
  - 2.8.3. The Contractor shall provide fully-functioning fire extinguishers in plain sight and/or clearly marked locations.
  - 2.8.4. The Contractor shall install operational smoke detectors.
  - 2.8.5. The Contractor shall install operational carbon monoxide detectors if gas appliances are present.
  - 2.8.6. The Contractor shall ensure a smoke/tobacco-free internal living environment.
  - 2.8.7. The Contractor shall provide a large community room that will accommodate house meetings.
  - 2.8.8. The Contractor shall provide sleeping quarters that adhere to local and state square footage requirements.
  - 2.8.9. The Contractor shall provide lavatory facilities that adhere to local and state requirements if applicable. If there are no requirements, Contractor shall provide one (1) sink, one (1) toilet and one (1) shower per six (6) residents.
  - 2.8.10. The Contractor shall provide on-site laundry services.
  - 2.8.11. The Contractor shall maintain the interior and exterior of the residence in a functional, safe, and clean manner.



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



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

**2.9. Good Neighbor Standards**

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

**3. Complete Criminal Background Check**

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

*MB*



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



#### 4. State Opioid Response (SOR) Grant Standards

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

MB



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



Exhibit A-1



# National Association of Recovery Residences

## Standard for Recovery Residences


*Version 1.0*  
*September 2011*



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



Exhibit A-1

		RECOVERY RESIDENCE LEVELS OF SUPPORT			
		LEVEL I Peer-Run	LEVEL II Monitored	LEVEL III Supervised	LEVEL IV Service Provider
STANDARDS CRITERIA	ADMINISTRATION	Democratically run Manual or P & P	<ul style="list-style-type: none"><li>House manager or senior resident</li><li>Policy and Procedures</li></ul>	<ul style="list-style-type: none"><li>Organizational hierarchy</li><li>Administrative oversight for service providers</li><li>Policy and Procedures</li><li>Licensing varies from state to state</li></ul>	<p>Overseen organizational hierarchy</p> <p>Clinical and administrative supervision</p> <p>Policy and Procedures</p> <p>Licensing varies from state to state</p>
	SERVICES	<p>Drug Screening</p> <p>House meetings</p> <p>Self help meetings encouraged</p>	<ul style="list-style-type: none"><li>House rules provide structure</li><li>Peer run groups</li><li>Drug Screening</li><li>House meetings</li><li>Involvement in self help and/or treatment services</li></ul>	<ul style="list-style-type: none"><li>Life skill development emphasis</li><li>Clinical services utilized in outside community</li><li>Service hours provided in house</li></ul>	<p>Clinical services and programming are provided in house</p> <p>Life skill development</p>
	RESIDENCE	Generally single family residences	<ul style="list-style-type: none"><li>Primarily single family residences</li><li>Possibly apartments or other dwelling types</li></ul>	<ul style="list-style-type: none"><li>Varies - all types of residential settings</li></ul>	<p>All types - often a step down phase within care continuum of a treatment center</p> <p>May be a more institutional in environment</p>
	STAFF	<p>No paid positions within the residence</p> <p>Perhaps an overseeing officer</p>	<ul style="list-style-type: none"><li>At least 1 compensated position</li></ul>	<ul style="list-style-type: none"><li>Facility manager</li><li>Certified staff or case managers</li></ul>	<p>Credentialed staff</p>



## National Association of Recovery Residences Member Standards

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



## National Association of Recovery Residences Member Standards

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



## National Association of Recovery Residences Member Standards

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



## National Association of Recovery Residences Member Standards

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





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

**Exhibit B**

**Method and Conditions Precedent to Payment**

- 1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, FAIN TI081685.
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.
  - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Melissa.Girard@dhhs.nh.gov](mailto:Melissa.Girard@dhhs.nh.gov), or invoices may be mailed to:  
  
Melissa Girard, SOR Finance Manager  
Department of Health and Human Services  
BDAS, State Opioid Response  
129 Pleasant Street, 3<sup>rd</sup> Floor  
Concord, NH 03301
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



## Exhibit B-1

New Hampshire Department of Health and Human Services										
Bid/Proposal Name: Families in Transition - New Hampshire (The Wilson Recovery Housing Program)										
Budget Request for: RFA-2019-0049-02-RECOV										
Name of RFP:										
Budget Period: April 1, 2019 to June 30, 2019 (FY 2019)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by Other Sources			Total
	Direct Development	Indirect Fixed	Total	Direct Development	Indirect Fixed	Total	Direct Development	Indirect Fixed	Total	
1. Total Salary/Wages	14,201.00	-	14,201.00	-	-	-	14,201.00	-	14,201.00	14,201.00
2. Employee Benefits	2,800.00	-	2,800.00	-	-	-	2,800.00	-	2,800.00	2,800.00
3. Composites	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
5. Travel	-	-	-	-	-	-	-	-	-	-
6. Supplies	-	-	-	-	-	-	-	-	-	-
7. Materials	-	-	-	-	-	-	-	-	-	-
8. Professional Fees	-	-	-	-	-	-	-	-	-	-
9. Other	-	-	-	-	-	-	-	-	-	-
10. Construction	-	-	-	-	-	-	-	-	-	-
11. Furniture	-	-	-	-	-	-	-	-	-	-
12. Utilities	-	-	-	-	-	-	-	-	-	-
13. Insurance	-	-	-	-	-	-	-	-	-	-
14. Other	-	-	-	-	-	-	-	-	-	-
15. Total	17,001.00	-	17,001.00	-	-	-	17,001.00	-	17,001.00	17,001.00
16. Construction	-	-	-	-	-	-	-	-	-	-
17. Furniture	-	-	-	-	-	-	-	-	-	-
18. Utilities	-	-	-	-	-	-	-	-	-	-
19. Insurance	-	-	-	-	-	-	-	-	-	-
20. Other	-	-	-	-	-	-	-	-	-	-
21. Total	-	-	-	-	-	-	-	-	-	-
22. Construction	-	-	-	-	-	-	-	-	-	-
23. Furniture	-	-	-	-	-	-	-	-	-	-
24. Utilities	-	-	-	-	-	-	-	-	-	-
25. Insurance	-	-	-	-	-	-	-	-	-	-
26. Other	-	-	-	-	-	-	-	-	-	-
27. Total	-	-	-	-	-	-	-	-	-	-
28. Construction	-	-	-	-	-	-	-	-	-	-
29. Furniture	-	-	-	-	-	-	-	-	-	-
30. Utilities	-	-	-	-	-	-	-	-	-	-
31. Insurance	-	-	-	-	-	-	-	-	-	-
32. Other	-	-	-	-	-	-	-	-	-	-
33. Total	-	-	-	-	-	-	-	-	-	-
34. Construction	-	-	-	-	-	-	-	-	-	-
35. Furniture	-	-	-	-	-	-	-	-	-	-
36. Utilities	-	-	-	-	-	-	-	-	-	-
37. Insurance	-	-	-	-	-	-	-	-	-	-
38. Other	-	-	-	-	-	-	-	-	-	-
39. Total	-	-	-	-	-	-	-	-	-	-
40. Construction	-	-	-	-	-	-	-	-	-	-
41. Furniture	-	-	-	-	-	-	-	-	-	-
42. Utilities	-	-	-	-	-	-	-	-	-	-
43. Insurance	-	-	-	-	-	-	-	-	-	-
44. Other	-	-	-	-	-	-	-	-	-	-
45. Total	-	-	-	-	-	-	-	-	-	-
46. Construction	-	-	-	-	-	-	-	-	-	-
47. Furniture	-	-	-	-	-	-	-	-	-	-
48. Utilities	-	-	-	-	-	-	-	-	-	-
49. Insurance	-	-	-	-	-	-	-	-	-	-
50. Other	-	-	-	-	-	-	-	-	-	-
51. Total	-	-	-	-	-	-	-	-	-	-
52. Construction	-	-	-	-	-	-	-	-	-	-
53. Furniture	-	-	-	-	-	-	-	-	-	-
54. Utilities	-	-	-	-	-	-	-	-	-	-
55. Insurance	-	-	-	-	-	-	-	-	-	-
56. Other	-	-	-	-	-	-	-	-	-	-
57. Total	-	-	-	-	-	-	-	-	-	-
58. Construction	-	-	-	-	-	-	-	-	-	-
59. Furniture	-	-	-	-	-	-	-	-	-	-
60. Utilities	-	-	-	-	-	-	-	-	-	-
61. Insurance	-	-	-	-	-	-	-	-	-	-
62. Other	-	-	-	-	-	-	-	-	-	-
63. Total	-	-	-	-	-	-	-	-	-	-
64. Construction	-	-	-	-	-	-	-	-	-	-
65. Furniture	-	-	-	-	-	-	-	-	-	-
66. Utilities	-	-	-	-	-	-	-	-	-	-
67. Insurance	-	-	-	-	-	-	-	-	-	-
68. Other	-	-	-	-	-	-	-	-	-	-
69. Total	-	-	-	-	-	-	-	-	-	-
70. Construction	-	-	-	-	-	-	-	-	-	-
71. Furniture	-	-	-	-	-	-	-	-	-	-
72. Utilities	-	-	-	-	-	-	-	-	-	-
73. Insurance	-	-	-	-	-	-	-	-	-	-
74. Other	-	-	-	-	-	-	-	-	-	-
75. Total	-	-	-	-	-	-	-	-	-	-
76. Construction	-	-	-	-	-	-	-	-	-	-
77. Furniture	-	-	-	-	-	-	-	-	-	-
78. Utilities	-	-	-	-	-	-	-	-	-	-
79. Insurance	-	-	-	-	-	-	-	-	-	-
80. Other	-	-	-	-	-	-	-	-	-	-
81. Total	-	-	-	-	-	-	-	-	-	-
82. Construction	-	-	-	-	-	-	-	-	-	-
83. Furniture	-	-	-	-	-	-	-	-	-	-
84. Utilities	-	-	-	-	-	-	-	-	-	-
85. Insurance	-	-	-	-	-	-	-	-	-	-
86. Other	-	-	-	-	-	-	-	-	-	-
87. Total	-	-	-	-	-	-	-	-	-	-
88. Construction	-	-	-	-	-	-	-	-	-	-
89. Furniture	-	-	-	-	-	-	-	-	-	-
90. Utilities	-	-	-	-	-	-	-	-	-	-
91. Insurance	-	-	-	-	-	-	-	-	-	-
92. Other	-	-	-	-	-	-	-	-	-	-
93. Total	-	-	-	-	-	-	-	-	-	-
94. Construction	-	-	-	-	-	-	-	-	-	-
95. Furniture	-	-	-	-	-	-	-	-	-	-
96. Utilities	-	-	-	-	-	-	-	-	-	-
97. Insurance	-	-	-	-	-	-	-	-	-	-
98. Other	-	-	-	-	-	-	-	-	-	-
99. Total	-	-	-	-	-	-	-	-	-	-
100. Construction	-	-	-	-	-	-	-	-	-	-
101. Furniture	-	-	-	-	-	-	-	-	-	-
102. Utilities	-	-	-	-	-	-	-	-	-	-
103. Insurance	-	-	-	-	-	-	-	-	-	-
104. Other	-	-	-	-	-	-	-	-	-	-
105. Total	-	-	-	-	-	-	-	-	-	-
106. Construction	-	-	-	-	-	-	-	-	-	-
107. Furniture	-	-	-	-	-	-	-	-	-	-
108. Utilities	-	-	-	-	-	-	-	-	-	-
109. Insurance	-	-	-	-	-	-	-	-	-	-
110. Other	-	-	-	-	-	-	-	-	-	-
111. Total	-	-	-	-	-	-	-	-	-	-
112. Construction	-	-	-	-	-	-	-	-	-	-
113. Furniture	-	-	-	-	-	-	-	-	-	-
114. Utilities	-	-	-	-	-	-	-	-	-	-
115. Insurance	-	-	-	-	-	-	-	-	-	-
116. Other	-	-	-	-	-	-	-	-	-	-
117. Total	-	-	-	-	-	-	-	-	-	-
118. Construction	-	-	-	-	-	-	-	-	-	-
119. Furniture	-	-	-	-	-	-	-	-	-	-
120. Utilities	-	-	-	-	-	-	-	-	-	-
121. Insurance	-	-	-	-	-	-	-	-	-	-
122. Other	-	-	-	-	-	-	-	-	-	-
123. Total	-	-	-	-	-	-	-	-	-	-
124. Construction	-	-	-	-	-	-	-	-	-	-
125. Furniture	-	-	-	-	-	-	-	-	-	-
126. Utilities	-	-	-	-	-	-	-	-	-	-
127. Insurance	-	-	-	-	-	-	-	-	-	-
128. Other	-	-	-	-	-	-	-	-	-	-
129. Total	-	-	-	-	-	-	-	-	-	-
130. Construction	-	-	-	-	-	-	-	-	-	-
131. Furniture	-	-	-	-	-	-	-	-	-	-
132. Utilities	-	-	-	-	-	-	-	-	-	-
133. Insurance	-	-	-	-	-	-	-	-	-	-
134. Other	-	-	-	-	-	-	-	-	-	-
135. Total	-	-	-	-	-	-	-	-	-	-
136. Construction	-	-	-	-	-	-	-	-	-	-
137. Furniture	-	-	-	-	-	-	-	-	-	-
138. Utilities	-	-	-	-	-	-	-	-	-	-
139. Insurance	-	-	-	-	-	-	-	-	-	-
140. Other	-	-	-	-	-	-	-	-	-	-
141. Total	-	-	-	-	-	-	-	-	-	-
142. Construction	-	-	-	-	-	-	-	-	-	-
143. Furniture	-	-	-	-	-	-	-	-	-	-
144. Utilities	-	-	-	-	-	-	-	-	-	-
145. Insurance	-	-	-	-	-	-	-	-	-	-
146. Other	-	-	-	-	-	-	-	-	-	-
147. Total	-	-	-	-	-	-	-	-	-	-
148. Construction	-	-	-	-	-	-	-	-	-	-
149. Furniture	-	-	-	-	-	-	-	-	-	-
150. Utilities	-	-	-	-	-	-	-	-	-	-
151. Insurance	-	-	-	-	-	-	-	-	-	-
152. Other	-	-	-	-	-	-	-	-	-	-
153. Total	-	-	-	-	-	-	-	-	-	-
154. Construction	-	-	-	-	-	-	-	-	-	-
155. Furniture	-	-	-	-	-	-	-	-	-	-
156. Utilities	-	-	-	-	-	-	-	-	-	-
157. Insurance	-	-	-	-	-	-	-	-	-	-
158. Other	-	-	-	-	-	-	-	-	-	-
159. Total	-	-	-	-	-	-	-	-	-	-
160. Construction	-	-	-	-	-	-	-	-	-	-
161. Furniture	-	-	-	-	-	-	-	-	-	-
162. Utilities	-	-	-	-	-	-	-	-	-	-
163. Insurance	-	-	-	-	-	-	-	-	-	-
164. Other	-	-	-	-	-	-	-	-	-	-
165. Total	-	-	-	-	-	-	-	-	-	-
166. Construction	-	-	-	-	-	-	-	-	-	-
167. Furniture	-	-	-	-	-	-	-	-	-	-
168. Utilities	-	-	-	-	-	-	-	-	-	-
169. Insurance	-	-	-	-	-	-	-	-	-	-
170. Other	-	-	-	-	-	-	-	-	-	-
171. Total	-	-	-	-	-	-	-	-	-	-
172. Construction	-	-	-	-	-	-	-	-	-	-
173. Furniture	-	-	-	-	-	-	-	-	-	-
174. Utilities	-	-	-	-	-	-	-	-	-	-
175. Insurance	-	-	-	-	-	-	-	-	-	-
176. Other	-	-	-	-	-	-	-	-	-	-
177. Total	-	-	-	-	-	-	-	-	-	-
178. Construction	-	-	-	-	-	-	-	-	-	-
179. Furniture	-	-	-	-	-	-	-	-	-	-
180. Utilities	-	-	-	-	-	-	-	-	-	-
181. Insurance	-									



Exhibit B-2

New Hampshire Department of Health and Human Services										
Bidding/Program Name: Families in Transition - New Hampshire / The Wilson Recovery Housing Program										
Budget Request for: RF4-2019-BDAS-02-RECOV										
(State of NH)										
Budget Period: July 1, 2019 to June 30, 2020										
Line Item	Total Program Cost			Costs to be Borne / Match			Funded by NH State share			
	Direct Indirect	Indirect Total	Total	Direct Indirect	Indirect Total	Total	Direct Indirect	Indirect Total	Total	Total
1. Total Salary/Wages	24,000.00	-	24,000.00	-	-	-	24,000.00	-	-	24,000.00
2. Employee Benefits	11,200.00	-	11,200.00	-	-	-	11,200.00	-	-	11,200.00
3. Consultants	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
5. Travel	-	-	-	-	-	-	-	-	-	-
6. Rental and Maintenance	-	-	-	-	-	-	-	-	-	-
7. Purchased Computer	-	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-	-
9. Subcontract	-	-	-	-	-	-	-	-	-	-
10. Lab	-	-	-	-	-	-	-	-	-	-
11. Postage	-	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-	-
13. Office	-	-	-	-	-	-	-	-	-	-
14. Travel	-	-	-	-	-	-	-	-	-	-
15. Occupancy	63,330.00	-	63,330.00	-	-	-	63,330.00	-	-	63,330.00
16. Capital Expenses	-	-	-	-	-	-	-	-	-	-
17. Telephone	-	-	-	-	-	-	-	-	-	-
18. Postage	-	-	-	-	-	-	-	-	-	-
19. Advertising	-	-	-	-	-	-	-	-	-	-
20. Fuel and Travel	-	-	-	-	-	-	-	-	-	-
21. Insurance	-	-	-	-	-	-	-	-	-	-
22. Board Expenses	-	-	-	-	-	-	-	-	-	-
23. Software	-	-	-	-	-	-	-	-	-	-
24. Marketing/Communications	-	-	-	-	-	-	-	-	-	-
25. Staff Expenses and Training	-	-	-	-	-	-	-	-	-	-
26. Subcontract/Agreements	-	-	-	-	-	-	-	-	-	-
27. Other (specify below manufacturer)	-	-	-	-	-	-	-	-	-	-
TOTAL	138,530.00	-	138,530.00	-	-	-	138,530.00	-	-	138,530.00

Indirect As A Percent of Direct

0.0%

RF4-2019-BDAS-02-RECOV-01

Exhibit B-2

Contractor Initials

Working in Transition WOTI, Inc.

Page 1 of 1

Date 3-15-2019



## Exhibit B-3

New Hampshire Department of Health and Human Services										
Budget/Program Name: Families in Transition - New Hampshire / The Women Recovery Housing Program										
(Budget Request for: RFA-2018-BQAS-03-RECON)										
(Period of 60%)										
Budget Period: July 1, 2020 to September 30, 2020										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DSHS contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary in year	14,600.00	-	14,600.00	-	-	-	14,600.00	-	-	14,600.00
2. Contractual Services	7,800.00	-	7,800.00	-	-	-	7,800.00	-	-	7,800.00
3. Consultants	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
5. Rental	-	-	-	-	-	-	-	-	-	-
6. Supply and Maintenance	-	-	-	-	-	-	-	-	-	-
7. Purchase of Materials	-	-	-	-	-	-	-	-	-	-
8. Personnel	-	-	-	-	-	-	-	-	-	-
9. Franchise	-	-	-	-	-	-	-	-	-	-
10. Insurance	-	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-	-
13. Office	-	-	-	-	-	-	-	-	-	-
14. Travel	-	-	-	-	-	-	-	-	-	-
15. Occupancy	16,812.60	-	16,812.60	-	-	-	16,812.60	-	-	16,812.60
16. General Expenses	-	-	-	-	-	-	-	-	-	-
17. Telephone	-	-	-	-	-	-	-	-	-	-
18. Postage	-	-	-	-	-	-	-	-	-	-
19. Subscriptions	-	-	-	-	-	-	-	-	-	-
20. Fuel and Light	-	-	-	-	-	-	-	-	-	-
21. Insurance	-	-	-	-	-	-	-	-	-	-
22. Board Expenses	-	-	-	-	-	-	-	-	-	-
23. Software	-	-	-	-	-	-	-	-	-	-
24. Marketing/Communications	-	-	-	-	-	-	-	-	-	-
25. Staff Education and Training	-	-	-	-	-	-	-	-	-	-
26. Information Management	-	-	-	-	-	-	-	-	-	-
27. Other (state activity not listed)	-	-	-	-	-	-	-	-	-	-
TOTAL	32,412.60	-	32,412.60	-	-	-	32,412.60	-	-	32,412.60
Indirect As A Percent of Direct										
60%										

RFA-2018-BQAS-03-RECON-03

Exhibit B-3

(Contractor name)

Families in Transition PVR, Inc.

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3-15-2019



New Hampshire Department of Health and Human Services  
Exhibit C



**SPECIAL PROVISIONS**

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

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

Exhibit C - Special Provisions

Contractor Initials

*MS*

09/13/18

Page 1 of 5

Date 3-15-2019



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



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

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

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

Exhibit C - Special Provisions

Contractor Initials

*[Signature]*



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



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

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



New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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

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

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

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

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

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

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

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

Exhibit C – Special Provisions

Contractor Initials



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



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

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

**20. Contract Definitions:**

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



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



**REVISIONS TO GENERAL PROVISIONS**

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

3. **Renewal:**

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

*MB*



New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEE'S 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

*[Signature]*



New Hampshire Department of Health and Human Services  
Exhibit D



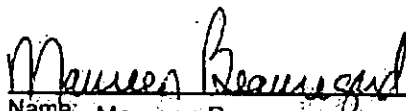
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: FIT-NHHH, Inc.

March 15, 2019  
Date:

  
Name: Maureen Beauregard  
Title: President



New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: FIT-NH, Inc.

March 15, 2019  
Date

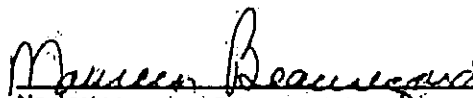
  
Name: Maureen Beauregard  
Title: President

Exhibit E - Certification Regarding Lobbying

Contractor Initials 



New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*[Signature]*



New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).


**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: FIT-NHH, Inc.

March 15, 2019

Date:

  
Name: Maureen Beauregard

Title: President



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 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

Contractor Initials

*[Handwritten Signature]*

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



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: FIT-NHH, Inc.

March 15, 2019  
Date

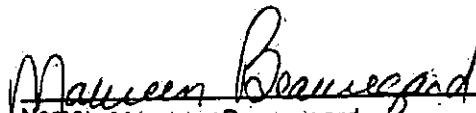
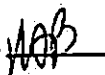
  
Name: Maureen Beauregard  
Title: President

Exhibit G

Contractor Initials



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



New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**


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

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

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

Contractor Name: FIT-NHH, Inc.

March 15, 2019  
Date

  
Name: Maureen Beauregard  
Title: President





## New Hampshire Department of Health and Human Services

## Exhibit I

# HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

3/2014

Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Contractor Initials

Date 3-15-2019





New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

Handwritten initials, possibly "AB", in dark ink.

Date 3-15-2019





## New Hampshire Department of Health and Human Services

## Exhibit I

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

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

3/2014

Contractor Initials

Date 3-15-2019



## New Hampshire Department of Health and Human Services



## Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

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

Contractor Initials

Date 3-15-2019





## New Hampshire Department of Health and Human Services

## Exhibit I

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

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

Department of Health and Human Services

The State

Katja S. Fox  
Signature of Authorized Representative

Katja S. Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

4/29/19  
Date

FIT-NHNNH, Inc.

Name of the Contractor

Maureen Beauregard  
Signature of Authorized Representative

Maureen Beauregard  
Name of Authorized Representative

President  
Title of Authorized Representative

March 15, 2019  
Date



New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

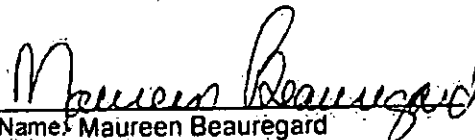
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name: FIT-NHNNH, Inc.

March 15, 2019

Date

  
Name: Maureen Beauregard  
Title: President



New Hampshire Department of Health and Human Services  
Exhibit J**FORM A**

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

1. The DUNS number for your entity is: 825360399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO        YES

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

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

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

       NO        YES

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

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

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

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



## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

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

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

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

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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

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

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

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition:

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

IV. PROCEDURES FOR SECURITY

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*AB*





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

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2021.
2. Modify Exhibit A, Scope of Services Section 2. Subsection 2.7, by adding Paragraph 2.7.15., to read:
  - 2.7.15 The Contractor shall ensure patients seeking services receive a Doorway referral for substance use and ongoing care coordination if the individual:
    - 2.7.15.1 Enters care directly through the Contractor; and
    - 2.7.15.2 Consents to information sharing with the Doorway(s).
3. Modify Exhibit A, Scope of Services, Section 4 to read:
  - 4. Reporting Requirements**
    - 4.1 The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.
4. Modify Exhibit A, Scope of Services, by adding Section 5, Performance Measures, to read:
  - 5. Performance Measures**
    - 5.2 The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
5. Modify Exhibit A Scope of Services, by adding Section 6, State Opioid Response (SOR) Grant Standards, to read:
  - 6. State Opioid Response (SOR) Grant Standard**
    - 6.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:





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

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





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

- 6.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 6.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
  - 6.12.1. Invoicing;
  - 6.12.2. Funding restrictions; and
  - 6.12.3. Billing.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit B-1 by reducing the total budget amount by \$37,998, which is identified as unspent funding of which \$14,356 is being carried forward to fund the activities in this Agreement for SFY 21, as specified in Exhibit B-4 Amendment #1 NCE Budget; and of which \$23,642 is being carried forward to fund activities in this Agreement for SFY 21, as specified, in part, in Exhibit B-5 Amendment #1 SOR II Budget.
8. Modify Exhibit B-2 by reducing the total budget amount by \$39,558, which is identified as unspent funding, of which \$18,491 is being carried forward to fund the activities in this Agreement for SFY 21, as specified, in part, in Exhibit B-5 Amendment #1 SOR II Budget; and of which \$21,067 is being carried forward to fund the activities in this Agreement for SFY 22, as specified in Exhibit B-6 Amendment #1 SOR II Budget.
9. Add Exhibit B-4 Amendment #1, NCE Budget, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-5 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-6 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.





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

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

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

State of New Hampshire  
Department of Health and Human Services

12/21/2020

Date

DocuSigned by:

*Katja Fox*

Name: Katja Fox

Title: Director

12/18/2020

Date

Hope on Haven Hill, Inc.

DocuSigned by:

*Kerry Norton*

Name: Kerry Norton

Title: Executive Director





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

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

**OFFICE OF THE ATTORNEY GENERAL**

12/22/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "Catherine Pinos".

Name: Catherine Pinos

Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:

Title:



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



**EXHIBIT B Amendment #1**

**Methods and Conditions Precedent to Payment**

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



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



**EXHIBIT B Amendment #1**

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

5.1. Backup documentation includes, but is not limited to:

5.1.1. General Ledger showing revenue and expenses for the contract.

5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

5.1.3. Invoices supporting expenses reported.

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

5.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

5.1.3.1.8. Cell phones and cell phone minutes for clients.

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

5.1.5. Cost center reports.

5.1.6. Profit and loss report.



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



**EXHIBIT B Amendment #1**

- 5.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 5.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 5.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:  
  
SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
9. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services, including failure to submit required monthly and/or quarterly reports.
13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
14. Audits



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



**EXHIBIT B Amendment #1**

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



Exhibit B-4 Amendment #1  
NCE Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Hope on Haven Hill											
Budget Request for: Recovery Housing for Individuals with OUD											
RFA 2019-BDAS-02-RECOV-04											
Budget Period: 9/1/21-8/31/22 (NCE)											
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	8,000.00	-	8,000.00	-	-	-	8,000.00	-	8,000.00		
2. Employee Benefits	1,950.00	-	1,950.00	-	-	-	1,950.00	-	1,950.00		
3. Consultants	200.00	-	200.00	-	-	-	200.00	-	200.00		
4. Equipment	100.00	-	100.00	-	-	-	100.00	-	100.00		
5. Supplies	2,000.00	-	2,000.00	-	-	-	2,000.00	-	2,000.00		
6. Travel	50.00	-	50.00	-	-	-	50.00	-	50.00		
7. Occupancy	4,000.00	-	4,000.00	-	-	-	4,000.00	-	4,000.00		
8. Current Expenses	-	-	-	-	-	-	-	-	-		
9. Software	50.00	-	50.00	-	-	-	50.00	-	50.00		
10. Marketing/Communications	6.00	-	6.00	-	-	-	6.00	-	6.00		
11. Staff Education and Training	-	-	-	-	-	-	-	-	-		
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-		
13. Other (specify details in addendum)	-	-	-	-	-	-	-	-	-		
TOTAL	14,356.00	-	14,356.00	-	-	-	14,356.00	-	14,356.00		
Indirect As A Percent of Direct 0.0%											



Exhibit B-5 Amendment #1  
BOR II Budget

New Hampshire Department of Health and Human Services										
Contractor Name: Hope on Haven Hill										
Budget Request for: Recovery Housing for Individuals with OUD										
RFA: 2018-BOAS-02-RECOV-04										
Budget Period: SFY21 01/01/21-06/30/21 (BORII)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Total
1. Total Salary/Wages	23,000.00	-	23,000.00	-	-	-	23,000.00	-	-	23,000.00
2. Employee Benefits	8,300.00	-	8,300.00	-	-	-	8,300.00	-	-	8,300.00
3. Consultants	40.00	-	40.00	-	-	-	40.00	-	-	40.00
4. Equipment	500.00	-	500.00	-	-	-	500.00	-	-	500.00
5. Supplies	4,500.00	-	4,500.00	-	-	-	4,500.00	-	-	4,500.00
6. Travel	23.00	-	23.00	-	-	-	23.00	-	-	23.00
7. Occupancy	7,200.00	-	7,200.00	-	-	-	7,200.00	-	-	7,200.00
8. Current Expenses	-	-	-	-	-	-	-	-	-	-
9. Software	150.00	-	150.00	-	-	-	150.00	-	-	150.00
10. Marketing/Communications	400.00	-	400.00	-	-	-	400.00	-	-	400.00
11. Staff Education and Training	20.00	-	20.00	-	-	-	20.00	-	-	20.00
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-	-
13. Other (specify details monthly)	-	-	-	-	-	-	-	-	-	-
TOTAL	42,133.00	-	42,133.00	-	-	-	42,133.00	-	-	42,133.00
Indirect As A Percent of Direct 0.0%										



Exhibit B-8 Amendment #1  
BOR II Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Hope on Haven Hill											
Budget Request for: Recovery Housing for Individuals with OUD											
RFA: 2019-BOAS-02-RECOV-04											
Budget Period: SFY22 07/01/21-06/30/21 (BORII)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Staff Salaries/Wages	\$ 8,100.00	\$ -	\$ 8,100.00	\$ -	\$ -	\$ -	\$ 8,100.00	\$ -	\$ -	\$ 8,100.00	
2. Employee Benefits	\$ 2,430.00	\$ -	\$ 2,430.00	\$ -	\$ -	\$ -	\$ 2,430.00	\$ -	\$ -	\$ 2,430.00	
3. Consultants	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ 20.00	\$ -	\$ -	\$ 20.00	
4. Equipment	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ 20.00	\$ -	\$ -	\$ 20.00	
5. Supplies	\$ 4,187.00	\$ -	\$ 4,187.00	\$ -	\$ -	\$ -	\$ 4,187.00	\$ -	\$ -	\$ 4,187.00	
6. Travel	\$ 10.00	\$ -	\$ 10.00	\$ -	\$ -	\$ -	\$ 10.00	\$ -	\$ -	\$ 10.00	
7. Occupancy	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ -	\$ 50.00	
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specify details in narrative)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 21,867.00	\$ -	\$ 21,867.00	\$ -	\$ -	\$ -	\$ 21,867.00	\$ -	\$ -	\$ 21,867.00	
Indirect As A Percent of Direct 0.0%											



# State of New Hampshire

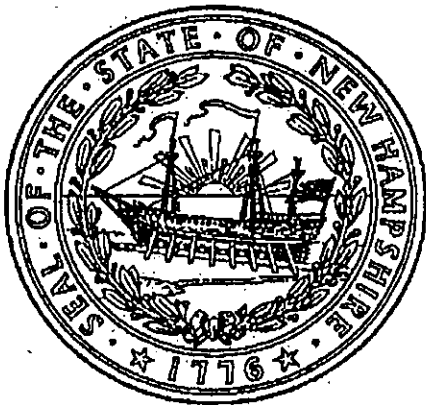
## Department of State

### CERTIFICATE

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

Business ID: 735370

Certificate Number: 0005038821



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of November A.D. 2020.

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

William M. Gardner  
Secretary of State



CERTIFICATE OF AUTHORITY

I, MICHAEL J. MURPHY, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of HOPE ON HAVEN HILL INC.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on JUNE 10, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

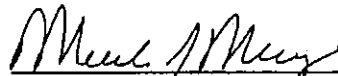
VOTED: That KERRY NORTON (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of HOPE ON HAVEN HILL INC. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated: 12-10-20



Signature of Elected Officer

Name: MICHAEL J. MURPHY

Title: TREASURER





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2020

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7426 Gifford NH 03247-7425		<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (AC, No, Ext):</b> (803) 293-2791 <b>FAX (AC, No):</b> (803) 293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.net	
<b>INSURED</b> Hope on Haven Hill, Inc. P O Box 1272 Rochester NH 03867		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Wesco Insurance Co <b>INSURER B:</b> AmTrust Financial Services, Inc. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 20-21

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.

INSTR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENLA AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		WPP1871968	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Abuse and Molestation \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		WPP1871967 00	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		WUM1877069 00	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3481019	08/02/2020	08/02/2021

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

## CERTIFICATE HOLDER

## CANCELLATION

State of NH Department of Health and Human Services  
129 Pleasant Street

Concord

NH 03301-3857

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

*Fairley Kenneally*

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## **HOPE ON HAVEN HILL**

**326 ROCHESTER HILL RD, ROCHESTER, NH**

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

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

**Email:** [info@hopeonhavenhill.org](mailto:info@hopeonhavenhill.org)

**Facebook:** <https://www.facebook.com/hopeonhavenhill>

**Website:** [www.hopeonhavenhill.org](http://www.hopeonhavenhill.org)

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

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





YEARS ENDED JUNE 30, 2020 AND 2019

AUDIT OF FINANCIAL STATEMENTS



**HOPE ON HAVEN HILL, INC.**

**AUDIT OF FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2020 AND 2019**

**PAGE**

**FINANCIAL STATEMENTS**

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## INDEPENDENT AUDITORS' REPORT

November 25, 2020

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

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019 and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

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

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Certified Public Accountants*  
*Stratham, New Hampshire*



HOPE ON HAVEN HILL, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30,

	2020	2019
ASSETS		
CURRENT ASSETS		
Cash	\$ 1,349,324	\$ 948,420
Medical billing receivable	267,758	123,999
Total Current Assets	1,617,082	1,072,419
PROPERTY AND EQUIPMENT		
Building	542,722	542,722
Land	109,917	109,917
Equipment	37,725	3,000
Furniture and fixtures	24,719	17,985
Vehicles	29,683	29,683
Leasehold improvements	171,555	191,955
	916,321	895,262
Less Accumulated depreciation	63,640	36,198
Total Property and Equipment, Net	852,681	859,064
OTHER ASSETS		
Deposits	-	1,600
Total Other Assets	-	1,600
Total Assets	\$ 2,469,763	\$ 1,933,083

See Notes to Financial Statements



HOPE ON HAVEN HILL, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30,

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

See Notes to Financial Statements



HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2020

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
<b>SUPPORT AND REVENUE</b>			
Donations	\$ 148,144	\$ -	\$ 148,144
Grants	1,025,505	35,000	1,060,505
Insurance reimbursement revenue	704,991	-	704,991
Fundraising	25,837	-	25,837
Other income	14,115	-	14,115
Interest income	154	-	154
Gain (loss) on disposal of property and equipment	(18,910)	-	(18,910)
Net assets released from restrictions	5,529	(5,529)	-
Total Revenue and Other Support	1,905,365	29,471	1,934,836
<b>EXPENSES</b>			
Program Services	1,144,830	-	1,144,830
Supporting Services:			
Management and general	308,448	-	308,448
Fundraising	103,539	-	103,539
Total Supporting Services	411,987	-	411,987
Total Expenses	1,556,817	-	1,556,817
Changes in Net Assets	348,548	29,471	378,019
NET ASSETS, Beginning of Year	1,745,693	-	1,745,693
NET ASSETS, End of Year	\$ 2,094,241	\$ 29,471	\$ 2,123,712

See Notes to Financial Statements



HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2019

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
<b>SUPPORT AND REVENUE</b>			
Donations	\$ 70,558	\$ -	\$ 70,558
Grants	1,174,659	-	1,174,659
Insurance reimbursement revenue	686,514	-	686,514
Fundraising	56,485	-	56,485
Other income	17,195	-	17,195
Interest income	167	-	167
Net assets released from restrictions	205,500	(205,500)	-
<b>Total Revenue and Other Support</b>	<b>2,211,078</b>	<b>(205,500)</b>	<b>2,005,578</b>
<b>EXPENSES</b>			
Program Services	941,113	-	941,113
Supporting Services:			
Management and general	247,790	-	247,790
Fundraising	110,833	-	110,833
<b>Total Supporting Services</b>	<b>358,623</b>	<b>-</b>	<b>358,623</b>
<b>Total Expenses</b>	<b>1,299,736</b>	<b>-</b>	<b>1,299,736</b>
<b>Changes in Net Assets</b>	<b>911,342</b>	<b>(205,500)</b>	<b>705,842</b>
<b>NET ASSETS, Beginning of Year</b>	<b>834,351</b>	<b>205,500</b>	<b>1,039,851</b>
<b>NET ASSETS, End of Year</b>	<b>\$ 1,745,693</b>	<b>\$ -</b>	<b>\$ 1,745,693</b>

See Notes to Financial Statements



HOPE ON HAVEN HILL, INC.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2020

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

See Notes to Financial Statements



HOPE ON HAVEN HILL, INC.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2019

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

See Notes to Financial Statements



**HOPE ON HAVEN HILL, INC.**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30,**

	<u>2020</u>	<u>2019</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Change in net assets	\$ 378,019	\$ 705,842
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	28,933	20,538
Gain (loss) on disposal of property and equipment	18,910	-
Changes in assets and liabilities that used (provided) cash:		
Medical billing receivable	(143,759)	(68,386)
Prepaid expenses	-	642
Deposits	1,600	5,000
Accounts payable	3,058	(9,162)
Accrued expenses	(7,580)	4,312
Net cash provided by (used in) operating activities	<u>279,181</u>	<u>658,786</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of property and equipment	<u>(41,460)</u>	<u>(390,505)</u>
Net cash provided by (used in) investing activities	<u>(41,460)</u>	<u>(390,505)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Net proceeds (repayments) on line of credit	-	(28,999)
PPP loan	186,600	-
Payments on long-term debt	<u>(23,417)</u>	<u>(31,156)</u>
Net cash provided by (used in) financing activities	<u>163,183</u>	<u>(60,155)</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	<b>400,904</b>	<b>208,126</b>
<b>CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR</b>	<u><b>948,420</b></u>	<u><b>740,294</b></u>
<b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	<u><u><b>\$ 1,349,324</b></u></u>	<u><u><b>\$ 948,420</b></u></u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Interest expense	<u><u>\$ 1,616</u></u>	<u><u>\$ 2,121</u></u>

There was no cash paid during 2020 and 2019 for taxes on income.

**SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:**

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

*See Notes to Financial Statements*



## HOPE ON HAVEN HILL, INC.

### NOTES TO FINANCIAL STATEMENTS

#### YEARS ENDED JUNE 30, 2020 AND 2019

##### Note 1 - Summary of Significant Accounting Policies

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

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

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

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

Basis of Presentation - The Organization follows the provisions of FASB Account Standards Update (ASU) No. 2016-14, Presentation of Financial Statements for Not-for-Profit Entities. In accordance with these provisions, the Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions, accordingly, net assets and changes therein are classified as follows:

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

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

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

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

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

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



**HOPE ON HAVEN HILL, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2020 AND 2019**

**Note 1 - Summary of Significant Accounting Policies (continued)**

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

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

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

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

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

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

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



HOPE ON HAVEN HILL, INC.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Note 2 – Line of Credit

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

Note 3 – Note Payable

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

Terms	Security	<u>2020</u>	2019
Term loan with the New Hampshire Health and Education Facilities Authority. Monthly payments of principal and interest of \$2,692. The loan has a fixed interest rate of 1.00% and matures in March 2023.	Building	\$ <u>95,238</u>	\$ <u>118,655</u>
Total Debt		95,238	118,655
Less: current portion		<u>31,576</u>	<u>31,262</u>
		\$ <u>63,662</u>	\$ <u>87,393</u>

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

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

2021	\$ 31,576
2022	31,893
2023	<u>31,769</u>
	\$ <u>95,238</u>



**HOPE ON HAVEN HILL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED JUNE 30, 2020 AND 2019**

**Note 4 - Restrictions and Limitations of Net Asset Balances**

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

	<u>2020</u>	<u>2019</u>
Playscapes	\$ 19,471	\$ -
Transportation	<u>10,000</u>	<u>-</u>
Total net Assets with Restrictions	\$ <u>29,471</u>	\$ <u>-</u>

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

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

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

	<u>2020</u>	<u>2019</u>
Board Designated:		
Facilities	\$ 150,000	\$ -
Capital campaign	150,000	-
Future expansion	<u>150,000</u>	<u>-</u>
Total Board Designated	450,000	-
Undesignated	<u>1,644,241</u>	<u>1,745,693</u>
Total Net Assets Without Restrictions	\$ <u>2,094,241</u>	\$ <u>1,745,693</u>

**Note 5 - Leases**

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

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



HOPE ON HAVEN HILL, INC.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Note 6 - Retirement Plan

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

Note 7 - Concentration of Credit Risk

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

Note 8 - Liquidity and Availability of Resources

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

Cash and cash equivalents	\$ 1,137,611
Total	\$ 1,137,611

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

Note 9 - Uncertainty

Starting in March 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of November 25, 2020, management believes that a material impact on the Organization's position and results of future operations is reasonably possible.

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



**HOPE ON HAVEN HILL, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2020 AND 2019**

**Note 10 - Subsequent Events**

Subsequent events have been evaluated by management through November 25, 2020 which is the date the financial statements were available to be issued. Other than the uncertainty disclosed in Note 9, there were no subsequent events that were material to the financial statements at November 25, 2020.





## Board of Directors 2020

<p>Sarah Landres, Esq. – Chair NH Public Defender 603-275-0265 <a href="mailto:Sarah.landres@gmail.com">Sarah.landres@gmail.com</a> Term ending: 12/2021</p>	<p>Dr. Joe Hannon Volunteer, Community Leader, Politician 603-418-5531 <a href="mailto:JoeHannon4nh@gmail.com">JoeHannon4nh@gmail.com</a> Term ending: 10/2022</p>
<p>Jillian Mulrooney – Vice Chair Human Resource Specialist 508-269-5706 <a href="mailto:Jillmulrooney33@hotmail.com">Jillmulrooney33@hotmail.com</a> Term ending: 10/2024</p>	<p>Kathleen Routhier, RN Assistant Nurse Manager, Women's and Children's Unit Wentworth Douglas Hospital 603-767-4855 <a href="mailto:rdrouthier@gmail.com">rdrouthier@gmail.com</a> Term ending: TBD</p>
<p>Michael Murphy, -Treasurer Murphy, Powers &amp; Wilson, P.C. 603-926-8063 <a href="mailto:michael@mpandwcpa.com">michael@mpandwcpa.com</a> Term ending: 9/2022</p>	<p>Colin Walker Ameriprise Financial Services <a href="mailto:Colin.walker@ampf.com">Colin.walker@ampf.com</a> 603-767-2992 Term ending: 02/2024</p>
<p>Christine List – Secretary Orr &amp; Reno, PA 857-753-8827 <a href="mailto:Clist127@gmail.com">Clist127@gmail.com</a> Term ending: 02/2025</p>	<p>Nick Couturier Real Estate Specialist 603-817-3876 <a href="mailto:nick6464@gmail.com">nick6464@gmail.com</a> Term ending: 02/2025</p>
<p>Susan Daigle Portsmouth, NH 03801 603-682-9607 <a href="mailto:SDaigle@comcast.net">SDaigle@comcast.net</a> Term ending: 9/2026</p>	<p>Rebecca Bananski, MPH, DO Physician, Garrison Women's Health Wentworth Douglass Hospital 603-817-7679 <a href="mailto:R0196b@hotmail.com">R0196b@hotmail.com</a> Term ending: 9/2026</p>



Kerrylee Norton, RN



### OBJECTIVE

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

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

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

After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.

Was promoted to Executive Director in August 2019. Responsible for day-to-day management, administration, operations, and development for HHH.

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



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

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

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

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

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

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

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

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

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

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

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

Triage all patient concerns and assist physicians with patient care.

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

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

### **Education:**

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

Past and Present Certifications:

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

References upon request



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**EXPERIENCE**

**2018 – present Contract Administrator/Deputy Director, Contracts and Procurement Unit**

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

Current responsibilities include supervision of and assigning work projects for a staff of 13 contract specialists; working closely with legal counsel in the preparation and review of RFPs, contracts, MOUs, and amendments; providing guidance on contract language, rules, laws, and policies; ensuring compliance with state and federal grants requirements; facilitating intake and vendor meetings, staff trainings, and continuing education; participating in special projects including contracts process improvements, LEAN, and reorganizations, as well as acting as a liaison between the contracts union and all DHHS program areas.

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

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

Responsibilities included directing nine Division areas: a team of purchasing professionals within the Bureau of Purchase & Property (BoPP); the Bureau of Graphic Services; the Surplus Food Distribution program, which supplies USDA food across the state for the NH School Lunch Program; the State and Federal Surplus Property programs at White Farm; as well as the state's Real Property; Fleet; Recycling; Merchant Card, and Procurement (PCard) programs.

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

**Highlights:**

- Assisted in drafting procurement and ethics language for the Senate bill which later became RSA 21-G:37
- Created standardized procurement process guides, RFP template, updated statewide procurement and contract training, and implemented contract management procedures for all statewide contracts
- Oversaw the expansion of the PCard program from approximately \$50,000 in 2014 to \$16.5M in 2017
- Oversaw three successful annual statewide Payment Card Industry (PCI) credit card audits

**2006-2014 Purchasing Manager/Contract Specialist**

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

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



#### **Highlights:**

- Chair of the USNH OS/PAT Employee Council which collaborated with USNH HR to update employee policies and benefits.
- Project manager for System-wide print management program "PrintSmart" which saved USNH institutions over \$625,000 and resulted in a 56.31% reduction in energy usage in its first full year (2012-13).
- Worked with UNH IT staff to implement UNH's Safe Electronic Equipment Disposal (SEED) Program resulting in a cost savings of more than \$28K from 2010-2014, and a reuse of more than 16 tons of equipment.
- Promoted increased awareness and use of the UNH Surplus Property program which resulted in an additional \$25K in revenue annually, while diverting hundreds of usable items to public schools and non-profits.
- Worked with the Sustainability Office and students to implement the 100% post-consumer recycled copy paper policy at UNH.

#### **2000-2006 Purchasing Agent**

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

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

#### **1995-2000 Purchasing Agent/Production Coordinator/ISO 9000 Trainer**

Label Tech, Inc., 16 Interstate Drive, Somersworth, NH 03878

Responsible for the purchasing and inventory of all raw materials, tooling and other supplies and services for a printing company. Completed ISO-9001 Certified Quality Control Auditor Training, established a company quality control policy, which led to ISO-9001 certification in December 1997.

#### **EDUCATION**

##### **2003-2006 Plymouth State University, Plymouth, New Hampshire**

Received Master of Business Administration (MBA) degree in Spring 2006.

##### **1984-1988 Hawthorne College, Antrim, New Hampshire**

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

#### **CERTIFICATION**

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

#### **TECHNICAL SKILLS**

Experienced in utilizing the following software and databases: Microsoft Word, Excel, & PowerPoint; Access; Filemaker Pro; SCT Banner (Oracle); Lawson/Infor NH First (Oracle), Unimarket ERP, and the internet. Current Notary Public.

#### **REFERENCES**

Available upon request.



#### Highlights:

- Chair of the USNH OS/PAT Employee Council which collaborated with USNH HR to update employee policies and benefits.
- Project manager for System-wide print management program "PrintSmart" which saved USNH institutions over \$625,000 and resulted in a 56.31% reduction in energy usage in its first full year (2012-13).
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#### **REFERENCES**

Available upon request.



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

[REDACTED]

### **Education**

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

### **Experience**

#### ***Adult ACT Clinician***

October 2016-Present

Center for Life Management, Derry, NH

Clinical Supervisor: Heather Crowell, LCMHC, MLADC, LCS

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

#### ***SAPR Support Specialist***

August 2013-September 2016

Sexual Assault Prevention and Response (SAPR)

Portsmouth Naval Shipyard, Kittery, ME

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



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



*Domestic Violence Advocate/DV Liaison*

August 2011-July 2013

SAFE Program of People's Place, Milford, DE

Supervisor: Marcey Rezac, LCSW, DVS

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

*Counseling Intern*

May 2012-April 2013

Aquila of DE, Inc., Georgetown, DE

Site Supervisor: April Lathbury, LCSW, CCDP-D

Faculty Supervisor: Mary Vaughn, Psy.D.

Group Supervisor: Doris Lauckner, Psy.D.

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

*Case Manager*

August 2010-August 2011

SAFE Program of People's Place, Milford, DE

Supervisor: Marcey Rezac, LCSW, DVS

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

*DUI Evaluator*

October 2009-August 2010

Sodat DE, Inc., Wilmington, DE

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



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



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

[REDACTED]

required by the State of Delaware. Created narrative reports based on assessment and one-on-one interviews. Independently managed the daily activities of the Kent and Sussex County offices, and reconciled and deposited money daily.

**Training**

200-hour Yoga Teacher Training  
*Yoga Life Institute NH, Exeter NH*

February 2018

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

April 2017

National Certified Counselor  
*National Board for Certified Counselors*

August 2013-August 2023

Danger Assessment Certification

September 2011

*Danger Assessment Training Program; John Hopkins School of Nursing*



## **Kati Woodford, MSW, LCSW, LCAS, CCTP**

### **PROFESSIONAL SUMMARY**

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

### **LICENSURE AND CERTIFICATION**

**Licensed Clinical Social Worker, North Carolina #C013276**

August 2020 – August 2022

**Licensed Clinical Addictions Specialist, North Carolina #24656**

Sept. 2020 – August 2022

**Certified Clinical Trauma Professional**

January 2020 – January 2021

### **RELEVANT PROFESSIONAL EXPERIENCE**

**Insight Human Services, Inc.**

June 2018 – Present

Outpatient Clinician

Winston Salem, NC

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

**Old Vineyard Behavioral Health Services**

June 2018 – June 2019

Unit Clinician - PRN

Winston Salem, NC

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

**Old Vineyard Behavioral Health Services**

June 2016 – June 2018

Mental Health Technician - PRN

Winston Salem, NC

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

**U.S. Department of Veterans Affairs**

August 2017 – May 2018

Social Work Intern in Substance Use Services

Salisbury, NC | Kernersville, NC

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

**Youth Villages**

August 2016 – May 2016

Social Work Intern

Greensboro, NC

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



**Kati Woodford, MSW, LCSW, LCAS, CCTP**

**EDUCATION**

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

Master of Social Work  
May 2018

**Roger Williams University, Bristol, RI**  
*Magna Cum Laude, Senior Thesis with Distinction in the Field of Psychology*

Bachelor of Arts in Psychology  
May 2015

**PROGRAM DEVELOPMENT EXPERIENCE**

**Appalachian State University**

**Collegiate Recovery Program (CRP)**

Promoted engagement, organized and hosted events, and completed a grant proposal for the CRP in collaboration with other students and the Wellness and Prevention Services department

**Kernersville Health Care Center**

**Intensive Outpatient Program**

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

**PUBLICATIONS**

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



# Emily Pavick

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

## Work Experience

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### **Behavioral Health Specialist, Student Intern**

Goodwin Community Health - Somersworth, NH  
November 2019 to Present

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

### **Case Manager, Student Intern**

Cross Roads House - Portsmouth, NH  
2018 to 2019

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

### **Adjunct English Professor**

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

Lectured and evaluated student assignments.

### **Biddeford, ME, Therapeutic Journal Writing Facilitator**

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

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

### **Teaching Assistant/English Instructor**

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

## Education

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### **Master of Social Work In Social Work**

University of New Hampshire - Durham, NH  
May 2020

### **Master of Fine Arts In Writing**



University of New Hampshire - Durham, NH  
December 2015

**Bachelor of Arts In Psychology**  
Southern Illinois University - Carbondale, IL

## Skills

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

## Links

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<http://www.linkedin.com/in/emilypavick>



**Hope on Haven Hill**

**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kerry Norton, RN	Executive Director	\$95,000		
Lisa Pollard	Director of Operations	\$80,000		
Beth O'Dell	Clinical Director	\$66,950		
Catherine Woodford	Licensed Clinician	\$52,000		
Emily Pavick	Clinician	\$51,470		



29B mac



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

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

May 16, 2019

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

**REQUESTED ACTION**

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

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

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

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

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



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

### **EXPLANATION**

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

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

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

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

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

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

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



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

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

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN T1081685)

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



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

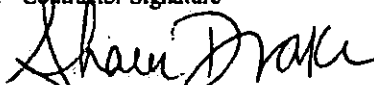
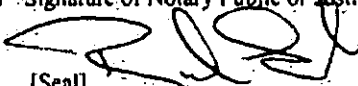
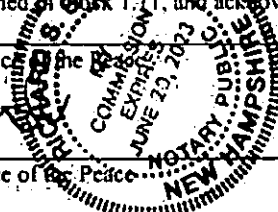
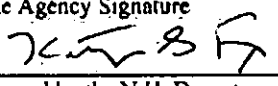
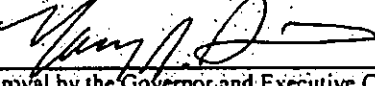
Subject: REA-2019-BDAS-02-RECOV-04/Recovery Housing for Individuals with OUD

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

**AGREEMENT**

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

**GENERAL PROVISIONS****I. 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 Hope on Haven Hill		1.4 Contractor Address 326 Rochester Hill Road Rochester, NH 03867	
1.5 Contractor Phone Number 603-851-5353	1.6 Account Number 05-095-092-920510-7040-0000-102-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$200,300
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sharon Drake, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Strafford</u> On <u>3/7/19</u> , before the undersigned, <u>Notary Public</u> , 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature  Date: <u>4/29/19</u>		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:  On: <u>6/24/2019</u>			
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



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.



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



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Scope of Services**

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



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



**Exhibit A**

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

**2.4. Organizational/Administrative Standards**

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

**2.5. Fiscal Management Standards**

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

**2.6. Operation Standards**

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

**2.7. Recovery Support Standards**

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

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



**Exhibit A**

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



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



**Exhibit A**

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

**2.8. Property Standards**

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

**2.9. Good Neighbor Standards**

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



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



**Exhibit A**

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

**3. State Opioid Response (SOR) Grant Standards**

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



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

Exhibit A-1



# National Association of Recovery Residences

## Standard for Recovery Residences


*Version 1.0*  
*September 2011*



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



Exhibit A-1

		RECOVERY RESIDENCE LEVELS OF SUPPORT			
		LEVEL I Peer-Run	LEVEL II Monitored	LEVEL III Supervised	LEVEL IV Service Provider
STANDARDS CRITERIA	ADMINISTRATION	Democratically run Manual or P & P	<ul style="list-style-type: none"> <li>House manager or senior resident</li> <li>Policy and Procedures</li> </ul>	<ul style="list-style-type: none"> <li>Organizational hierarchy</li> <li>Administrative oversight for service providers</li> <li>Policy and Procedures</li> <li>Licensing varies from state to state</li> </ul>	<ul style="list-style-type: none"> <li>Overseen organizational hierarchy</li> <li>Clinical and administrative supervision</li> <li>Policy and Procedures</li> <li>Licensing varies from state to state</li> </ul>
	SERVICES	Drug Screening House meetings Self help meetings encouraged	<ul style="list-style-type: none"> <li>House rules provide structure</li> <li>Peer run groups</li> <li>Drug Screening</li> <li>House meetings</li> <li>Involvement in self help and/or treatment services</li> </ul>	<ul style="list-style-type: none"> <li>Life skill development emphasis</li> <li>Clinical services utilized in outside community</li> <li>Service hours provided in house</li> </ul>	<ul style="list-style-type: none"> <li>Clinical services and programming are provided in house</li> <li>Life skill development</li> </ul>
	RESIDENCE	Generally single family residences	<ul style="list-style-type: none"> <li>Primarily single family residences</li> <li>Possibly apartments or other dwelling types</li> </ul>	<ul style="list-style-type: none"> <li>Varies – all types of residential settings</li> </ul>	<ul style="list-style-type: none"> <li>All types – often a step down phase within care continuum of a treatment center</li> <li>May be a more institutional in environment</li> </ul>
	STAFF	No paid positions within the residence Perhaps an overseeing officer	<ul style="list-style-type: none"> <li>At least 1 compensated position</li> </ul>	<ul style="list-style-type: none"> <li>Facility manager</li> <li>Certified staff or case managers</li> </ul>	<ul style="list-style-type: none"> <li>Credentialed staff</li> </ul>

SP 3/7/19



## National Association of Recovery Residences

### Member Standards

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



## National Association of Recovery Residences Member Standards

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



## National Association of Recovery Residences Member Standards

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



## National Association of Recovery Residences Member Standards

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

SP  
3/7/19



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



**Exhibit B**

**Method and Conditions Precedent to Payment**

- 1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, FAIN T1081685.
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.
  - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Melissa.Girard@dhhs.nh.gov](mailto:Melissa.Girard@dhhs.nh.gov), or invoices may be mailed to:  
Melissa Girard, SOR Finance Manager  
Department of Health and Human Services  
BDAS, State Opioid Response  
129 Pleasant Street, 3<sup>rd</sup> Floor  
Concord, NH 03301
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



Exhibit B - 1

New Hampshire Department of Health and Human Services											
Bidder/Program Name: Hope on Haven HHS - Abt's Place Recovery House											
Budget Request No: RFA-2019-SDAS-03-RECON											
(Name of RFP)											
Budget Period: February 1, 2019 - June 30, 2019											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DASH contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Indirect As A Percent of Direct	
1. Total Salary/Wages	\$ 70,340.00	\$ -	\$ 70,340.00	\$ 43,018.00	\$ -	\$ 43,018.00	\$ 13,330.00	\$ -	\$ 13,330.00		
2. Employee Benefits	\$ 16,856.00	\$ -	\$ 16,856.00	\$ 9,856.00	\$ -	\$ 9,856.00	\$ 6,000.00	\$ -	\$ 6,000.00		
3. Consultants	\$ 7,720.00	\$ -	\$ 7,720.00	\$ 3,250.00	\$ -	\$ 3,250.00	\$ 2,500.00	\$ -	\$ 2,500.00		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ 700.00	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ -	\$ -	\$ -		
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Outpatient	\$ 500.00	\$ -	\$ 500.00	\$ 400.00	\$ -	\$ 400.00	\$ 100.00	\$ -	\$ 100.00		
Lab	\$ 1,100.00	\$ -	\$ 1,100.00	\$ 800.00	\$ -	\$ 800.00	\$ 300.00	\$ -	\$ 300.00		
Pharmacy	\$ 1,825.00	\$ -	\$ 1,825.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 825.00	\$ -	\$ 825.00		
Medical	\$ 775.00	\$ -	\$ 775.00	\$ 500.00	\$ -	\$ 500.00	\$ 275.00	\$ -	\$ 275.00		
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -		
6. Travel	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -		
7. Occupancy	\$ 5,725.00	\$ -	\$ 5,725.00	\$ 5,725.00	\$ -	\$ 5,725.00	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -		
Postage	\$ 125.00	\$ -	\$ 125.00	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -		
Insurance	\$ 7,358.00	\$ -	\$ 7,358.00	\$ 7,358.00	\$ -	\$ 7,358.00	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ 900.00	\$ -	\$ 900.00	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -		
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Building Renovations	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00		
Grants/Utilities	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -		
Food	\$ 7,200.00	\$ -	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ -	\$ -		
<b>TOTAL</b>	<b>\$ 193,963.00</b>	<b>\$ -</b>	<b>\$ 193,963.00</b>	<b>\$ 128,672.00</b>	<b>\$ -</b>	<b>\$ 128,672.00</b>	<b>\$ 73,330.00</b>	<b>\$ -</b>	<b>\$ 73,330.00</b>	<b>5.9%</b>	

RFA-2019-SDAS-03-RECON-04

Hope On Haven HHS

Exhibit B - 1

Page 1 of 1

Contractor Initials

Date

3/7/19



Exhibit B - 2

New Hampshire Department of Health and Human Services												
Bidder/Program Name: Hope on Haven HB - Abn's Place Recovery House												
Budget Request for: RFA-2019-0DAB-02-RECON												
Name of RFP:												
Budget Period: July 1, 2019 through June 30, 2020												
Line Item	Total Program Cost				Contractor Share / Match				Funded by ODHHS contract share			
	Direct	Indirect	Total		Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 183,227.00	\$ -	\$ 183,227.00	\$	\$ 183,227.00	\$ -	\$ 183,227.00	\$	\$ 80,000.00	\$ -	\$ 80,000.00	\$
2. Employee Benefits	\$ 32,961.00	\$ -	\$ 32,961.00	\$	\$ 18,541.00	\$ -	\$ 18,541.00	\$	\$ 14,400.00	\$ -	\$ 14,400.00	\$
3. Consultants	\$ 5,000.00	\$ -	\$ 5,000.00	\$	\$ 5,000.00	\$ -	\$ 5,000.00	\$	\$ -	\$ -	\$ -	\$
4. Equipment	\$ 3,800.00	\$ -	\$ 3,800.00	\$	\$ 3,800.00	\$ -	\$ 3,800.00	\$	\$ -	\$ -	\$ -	\$
Rental	\$ 800.00	\$ -	\$ 800.00	\$	\$ 800.00	\$ -	\$ 800.00	\$	\$ -	\$ -	\$ -	\$
Repair and Maintenance	\$ 400.00	\$ -	\$ 400.00	\$	\$ 400.00	\$ -	\$ 400.00	\$	\$ -	\$ -	\$ -	\$
Purchase/Depreciation	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$
5. Supplies	\$ 800.00	\$ -	\$ 800.00	\$	\$ -	\$ -	\$ -	\$	\$ 800.00	\$ -	\$ 800.00	\$
Educational	\$ 1,200.00	\$ -	\$ 1,200.00	\$	\$ 200.00	\$ -	\$ 200.00	\$	\$ 1,000.00	\$ -	\$ 1,000.00	\$
Lab	\$ 2,800.00	\$ -	\$ 2,800.00	\$	\$ 700.00	\$ -	\$ 700.00	\$	\$ 2,100.00	\$ -	\$ 2,100.00	\$
Pharmacy	\$ 1,800.00	\$ -	\$ 1,800.00	\$	\$ 450.00	\$ -	\$ 450.00	\$	\$ 1,350.00	\$ -	\$ 1,350.00	\$
Medical	\$ 1,200.00	\$ -	\$ 1,200.00	\$	\$ 300.00	\$ -	\$ 300.00	\$	\$ 900.00	\$ -	\$ 900.00	\$
Office	\$ 800.00	\$ -	\$ 800.00	\$	\$ 200.00	\$ -	\$ 200.00	\$	\$ 600.00	\$ -	\$ 600.00	\$
6. Travel	\$ 12,338.00	\$ -	\$ 12,338.00	\$	\$ 12,338.00	\$ -	\$ 12,338.00	\$	\$ -	\$ -	\$ -	\$
7. Occupancy	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$
8. Current Expenses	\$ 2,400.00	\$ -	\$ 2,400.00	\$	\$ 2,400.00	\$ -	\$ 2,400.00	\$	\$ -	\$ -	\$ -	\$
Telephone	\$ 250.00	\$ -	\$ 250.00	\$	\$ 250.00	\$ -	\$ 250.00	\$	\$ -	\$ -	\$ -	\$
Postage	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$
Subscriptions	\$ 4,500.00	\$ -	\$ 4,500.00	\$	\$ 4,500.00	\$ -	\$ 4,500.00	\$	\$ -	\$ -	\$ -	\$
Audit and Legal	\$ 15,889.00	\$ -	\$ 15,889.00	\$	\$ 15,889.00	\$ -	\$ 15,889.00	\$	\$ -	\$ -	\$ -	\$
Insurance	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$
Board Expenses	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$
9. Software	\$ 500.00	\$ -	\$ 500.00	\$	\$ 500.00	\$ -	\$ 500.00	\$	\$ -	\$ -	\$ -	\$
10. Membership/Communications	\$ 2,000.00	\$ -	\$ 2,000.00	\$	\$ -	\$ -	\$ -	\$	\$ 2,000.00	\$ -	\$ 2,000.00	\$
11. Staff Education and Training	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$
Grounds Upkeep	\$ 2,000.00	\$ -	\$ 2,000.00	\$	\$ 2,000.00	\$ -	\$ 2,000.00	\$	\$ -	\$ -	\$ -	\$
Food	\$ 15,552.00	\$ -	\$ 15,552.00	\$	\$ 15,552.00	\$ -	\$ 15,552.00	\$	\$ -	\$ -	\$ -	\$
TOTAL	\$ 288,138.00	\$ -	\$ 288,138.00	\$	\$ 188,138.00	\$ -	\$ 188,138.00	\$	\$ 100,000.00	\$ -	\$ 100,000.00	\$
Indirect As A Percent of Direct 0.0%												

SP  
3/7/19



## Exhibit B-3

New Hampshire Department of Health and Human Services												
Bidder/Program Name: Hope on Haven HB - Ab's Place Recovery House												
Budget Request for: RFA-2019-BDAS-02-RECOV												
(Name of RFP)												
Budget Period: July 1, 2020 through September 30, 2020												
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	\$ 40,838.00	\$ -	\$ 40,838.00		\$ 25,170.00	\$ -	\$ 25,170.00	\$ 21,889.00	\$ -	\$ 21,889.00		
2. Employee Benefits	\$ 9,429.00	\$ -	\$ 9,429.00		\$ 4,529.00	\$ -	\$ 4,529.00	\$ 3,900.00	\$ -	\$ 3,900.00		
3. Consultants	\$ 1,250.00	\$ -	\$ 1,250.00		\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -		
4. Equipment	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ 300.00	\$ -	\$ 300.00		\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ 200.00	\$ -	\$ 200.00		\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ 100.00	\$ -	\$ 100.00		\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -		
5. Supplies	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ 200.00	\$ -	\$ 200.00		\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00		
Lab	\$ 100.00	\$ -	\$ 100.00		\$ 50.00	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ 50.00		
Pharmacy	\$ 301.00	\$ -	\$ 301.00		\$ 186.00	\$ -	\$ 186.00	\$ 115.00	\$ -	\$ 115.00		
Medical	\$ 231.00	\$ -	\$ 231.00		\$ 113.00	\$ -	\$ 113.00	\$ 118.00	\$ -	\$ 118.00		
Office	\$ 302.00	\$ -	\$ 302.00		\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -		
6. Travel	\$ 125.00	\$ -	\$ 125.00		\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -		
7. Occupancy	\$ 3,084.00	\$ -	\$ 3,084.00		\$ 3,084.00	\$ -	\$ 3,084.00	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 800.00	\$ -	\$ 800.00		\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -		
Postage	\$ 53.00	\$ -	\$ 53.00		\$ 53.00	\$ -	\$ 53.00	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ 1,125.00	\$ -	\$ 1,125.00		\$ 1,125.00	\$ -	\$ 1,125.00	\$ -	\$ -	\$ -		
Insurance	\$ 3,972.00	\$ -	\$ 3,972.00		\$ 3,972.00	\$ -	\$ 3,972.00	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ 125.00	\$ -	\$ 125.00		\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00		\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00		
12. Subcontract/Agreements	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specify details mandatory)	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Grounds Upkeep	\$ 500.00	\$ -	\$ 500.00		\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -		
Food	\$ 5,557.00	\$ -	\$ 5,557.00		\$ 5,557.00	\$ -	\$ 5,557.00	\$ -	\$ -	\$ -		
TOTAL	\$ 74,521.00	\$ -	\$ 74,521.00		\$ 47,561.00	\$ -	\$ 47,561.00	\$ 41,576.50	\$ -	\$ 41,576.50		
Indirect As A Percent of Direct 0.0%												

RFA/2019-BDAS-02-RECOV

Exhibit B-3

Contractor Name: SD

Hope On Haven HB

Page 1 of 1

Date: 3/2/19



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



**SPECIAL PROVISIONS**

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

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

Exhibit C – Special Provisions

Contractor Initials

SD

Date

3/7/19



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



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

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

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

Exhibit C - Special Provisions

Contractor Initials: **SD**

02/13/10

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Date: **3/7/19**



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



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

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

SD  
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**New Hampshire Department of Health and Human Services  
Exhibit C**



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

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3/7/19



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



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

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

**20. Contract Definitions:**

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



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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:**  
The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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3/7/19



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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEE'S OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D



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

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

Check ☐ if there are workplaces on file that are not identified here:

Contractor Name: Hope on Haven Hill

3/7/19  
Date

Sharon Drake  
Name: Sharon Drake  
Title: Executive Director



New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Hope on Haven Hill

3/7/19  
Date

Sharon Drake  
Name: Sharon Drake  
Title: Executive Director

Exhibit E - Certification Regarding Lobbying

Contractor Initials SPD

Date 3/7/19



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



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

SD  
3/2/19



New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Hope on Haven Hill

Date: 3/7/19

Name: Sharon Drake  
Title: Executive Director



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 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

Contractor Initials SD

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

6/27/14  
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Date 3/7/19



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: Hope on Haven Hill

3/7/19  
Date

Sharon Drake  
Name: Sharon Drake  
Title: Executive Director

Exhibit G

Contractor Initials SD

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

6/27/14  
Rev. 10/21/14

Page 2 of 2

Date 3/7/19



New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Hope on Haven Hill

Date 3/7/19

Sharon Drake  
Name: Sharon Drake  
Title: Executive Director



## New Hampshire Department of Health and Human Services



## Exhibit I

# HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

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

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

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

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

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Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
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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 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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## New Hampshire Department of Health and Human Services

## Exhibit I

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

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## New Hampshire Department of Health and Human Services



## Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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## New Hampshire Department of Health and Human Services



## Exhibit I

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

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

Department of Health and Human Services

The State

Kathia S. Fox  
Signature of Authorized Representative

Kathia S. Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

4/29/19  
Date

Hope on Haven Hill  
Name of the Contractor

Sharon Drake  
Signature of Authorized Representative

Sharon Drake  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

3/7/19  
Date



New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

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

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

Contractor Name: Hope on Haven Hill

Date: 3/7/19

Sharon Drake  
Name: Sharon Drake  
Title: Executive Director



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



**FORM A**

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

1. The DUNS number for your entity is: 080088208
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: _____

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## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

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

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

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

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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

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

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

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

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**DHHS Information Security Requirements**



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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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



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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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



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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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



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

**Exhibit K**

**DHHS Information Security Requirements**



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



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

**Exhibit K**

**DHHS Information Security Requirements**



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

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



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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**V. LOSS REPORTING**

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

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

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



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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov

SD

3/2/19





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

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

This 1<sup>st</sup> Amendment to the Recovery Housing for Individuals with OUD contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Homestead Inn 1765 LLC. (hereinafter referred to as "the Contractor"), a New Hampshire nonprofit corporation with a place of business at 188 King St. Boscawen, NH 03303.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$245,788.
3. Modify Exhibit A Scope of Services, Section 3, State Opioid Response (SOR) Grant Standards, to read:

**3. State Opioid Response (SOR) Grant Standard**

- 3.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:
  - 3.1.1. Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
  - 3.1.2. Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.
- 3.2. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 3.3. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.
- 3.4. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
- 3.5. The Contractor and/or referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements.





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

- 3.6. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage and will have staff trained in Presumptive Eligibility for Medicaid.
- 3.7. The Contractor and/or referred providers shall accept clients on Medicaid Assisted Treatment (MAT) and facilitate access to MAT on-site or through referral for all clients supported with SOR grant funds, as clinically appropriate.
- 3.8. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 3.9. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 3.10. The Contractor shall collaborate with the Department to understand and comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirement.
- 3.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
  - 3.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
  - 3.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
  - 3.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
  - 3.11.4. Attestations will be provided to the Contractor by the Department.
  - 3.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 3.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
  - 3.12.1. Invoicing;
  - 3.12.2. Funding restrictions; and
  - 3.12.3. Billing.
4. Modify Exhibit A, Scope of Services, by adding Section 4 to read:
  - 4. Reporting Requirements**
    - 4.1 The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.
5. Modify Exhibit A, Scope of Services, by adding Section 5, Performance Measures, to read:
  - 5. Performance Measures**





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

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- 5.1 The Contractor shall ensure that 100% of patients seeking services under this contract that enter care directly through the Contractor who consent to information sharing with the Doorway(s) receive a Doorway referral for substance use and ongoing care coordination.
- 5.2 The Contractor shall collaborate with the Department on the development, reporting, and quality improvement efforts for additional performance measures and outcome indicators.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit B-1, Budget by reducing the total budget amount by \$8,622, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 as specified, in part, in Exhibit B-3 Amendment #1 NCE.
8. Add Exhibit B-3 Amendment #1, NCE Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-5 Amendment #1, SOR II Budget, which is attached hereto and incorporated by reference herein.





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

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

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

State of New Hampshire  
Department of Health and Human Services

12/21/2020

Date

DocuSigned by:

*Katja Fox*

Name: Katja Fox

Title: Director

Homestead Inn 1765 LLC

12/14/2020

Date

DocuSigned by:

*Kristine Paquette*

Name: Kristine Paquette

Title: Ms





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

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

OFFICE OF THE ATTORNEY GENERAL

12/22/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos", written over a horizontal line.

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



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



**EXHIBIT B Amendment #1**

**Methods and Conditions Precedent to Payment**

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

Homestead Inn 1765 LLC

Exhibit B Amendment #1

Contractor Initials

kp

RFA-2019-BDAS-02-RECOV-03-A01

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Date 12/14/2020

Rev. 01/08/19



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



**EXHIBIT B Amendment #1**

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

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

Homestead Inn 1765 LLC

Exhibit B Amendment #1

Contractor Initials

kp

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Date 12/14/2020

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



**EXHIBIT B Amendment #1**

restrictions included in the Funding Opportunity Announcement (FOA).

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

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

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

DS  
kp



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



**EXHIBIT B Amendment #1**

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

DS  
kp



Exhibit B-3 Amendment #1  
NCE Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Homestead Inn 1785 LLC											
Budget Request for: Recovery Housing for Individuals with OUD											
RFA: 2019-BDAS-02-RECOV-03											
Budget Period: SFY21 09/28/20-1/31/22 (NCE)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	15,800.00	-	15,800.00	-	-	-	15,800.00	-	-	15,800.00	
2. Employee Benefits	-	-	-	-	-	-	-	-	-	-	
3. Consultants	-	-	-	-	-	-	-	-	-	-	
4. Equipment	-	-	-	-	-	-	-	-	-	-	
5. Supplies	-	-	-	-	-	-	-	-	-	-	
6. Travel	-	-	-	-	-	-	-	-	-	-	
7. Occupancy	9,811.00	-	9,811.00	-	-	-	9,811.00	-	-	9,811.00	
8. Current Expenses	-	-	-	-	-	-	-	-	-	-	
9. Software	-	-	-	-	-	-	-	-	-	-	
10. Marketing/Communications	-	-	-	-	-	-	-	-	-	-	
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	-	
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-	-	
13. Other (specify details in addendum)	-	-	-	-	-	-	-	-	-	-	
TOTAL	25,611.00	-	25,611.00	-	-	-	25,611.00	-	-	25,611.00	
Indirect As A Percent of Direct 0.0%											



Exhibit B-4 Amendment #1  
BOR # Budget

New Hampshire Department of Health and Human Services

Contractor Name: Homestead Inn 1785 LLC

Budget Request for: Recovery Housing for Individuals with OUD  
RFA 2019-BDAS-02-RECOV-03  
Budget Period: 8/1/21-8/31/21 (BOR#)

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	31,200.00	-	31,200.00	-	-	-	31,200.00	-	31,200.00
2. Employee Benefits	-	-	-	-	-	-	-	-	-
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Supplies	11,368.00	-	11,368.00	-	-	-	11,368.00	-	11,368.00
6. Travel	-	-	-	-	-	-	-	-	-
7. Out-of-pocket	14,800.00	-	14,800.00	-	-	-	14,800.00	-	14,800.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontractor/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specify details monthly)	-	-	-	-	-	-	-	-	-
Maintenance	17,200.00	-	17,200.00	-	-	-	17,200.00	-	17,200.00
TOTAL	74,668.00	-	74,668.00	-	-	-	74,668.00	-	74,668.00
Indirect As A Percent of Direct 0.0%									



Exhibit B-5 Amendment #1  
BOR # Budget

New Hampshire Department of Health and Human Services									
Contractor Name: Homestead Inn 1785 LLC									
Budget Request for: Recovery Housing for Individuals with OUD									
RFA: 2019-BDAS-02-RECOV-03									
Budget Period: 9/1/22 to 8/31/23 (BOR#)									
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	15,800.00	-	15,800.00	-	-	-	15,800.00	-	15,800.00
2. Employee Benefits	-	-	-	-	-	-	-	-	-
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Supplies	17,333.00	-	17,333.00	-	-	-	17,333.00	-	17,333.00
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	9,400.00	-	9,400.00	-	-	-	9,400.00	-	9,400.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specify details in remarks)	-	-	-	-	-	-	-	-	-
TOTAL	37,333.00	-	37,333.00	-	-	-	37,333.00	-	37,333.00
Indirect As A Percent of Direct: 0.0%									



# State of New Hampshire

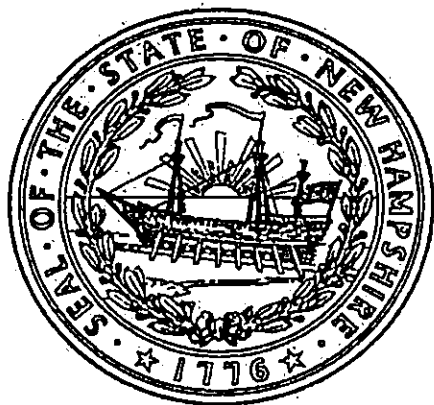
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOMESTEAD INN 1765 LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 20, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 687293

Certificate Number: 0005037317



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of November A.D. 2020.

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

William M. Gardner  
Secretary of State



### CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Homestead Inn 1765 LLC  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 23rd, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Kristine Paquette (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Homestead Inn 1765 LLC to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated: 12/14/20

Kristine Paquette  
Signature of Elected Officer  
Name:  
Title:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2020

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

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

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 15 Pacella Park Drive Suite 240 Randolph MA 02368		<b>CONTACT NAME:</b> Cindy Ford <b>PHONE (A/C, No, Ext):</b> (781) 986-4400 <b>FAX (A/C, No):</b> (781) 963-4420 <b>E-MAIL ADDRESS:</b> cford@risk-strategies.com	
<b>INSURED</b> Homestead Inn 1765 LLC 188 King Street Boscawen NH 03303		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Vantapro Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:** CL20121186824**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5088077801	05/15/2020	05/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Physical Abuse and \$ 100,000
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

NH 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 
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Homestead Inn  
1765 LLC

188 King St  
Boscawen NH 03303  
603-975-0041  
kristinepaquette@homesteadinn.org  
Homesteadinn.org

December 14, 2020

To whom it may concern,

Homestead Inn 1765 LLC is registered as a New Hampshire Limited Liability Company to conduct business in New Hampshire. Kristine Paquette is the sole employee of Homestead Inn 1765 LLC. The company is not required to maintain workers compensation insurance.

Submitted,



Kristine Paquette  
Owner/Director





Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

129 PLEASANT STREET, CONCORD, NH 03301 /  
603-271-9445 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 25, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health to enter into an agreement with Homestead Inn 1765, LLC, 188 King Street, Boscaawen, NH 03303, to provide Recovery Housing services and supports to individuals with Opioid Use Disorder (OUD), in an amount not to exceed \$117,000, effective upon Governor and Council approval, through September 29, 2020. 100% Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2020 and 2021 with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92057040	\$94,122
2021	102-500731	Contracts for Prog Svc	92057040	\$22,878
			Total:	\$117,000

**EXPLANATION**

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

The State of New Hampshire received funding through the Substance Abuse and Mental Health Services Administration State Opioid Response grant award. This grant is being used to make critical investments in the Substance Use Disorder system in order to reduce unmet treatment needs, reduce opioid overdose fatalities and increase access to Medication Assisted Treatment. The State is implementing evidence-based methods to expand treatment, recovery and prevention services to



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

individuals with Opioid Use Disorder. These funds will strengthen established programs that have had a positive impact on the opioid crisis as well as expand the capacity for programs to assist individuals struggling with an OUD.

The vendor included in this requested action was selected for this project through a competitive bid process. This request represents one (1) of the selected four (4) vendors. The Department previously awarded three (3) contracts that were approved by the Governor and Executive Council on June 19, 2019. A Request for Applications was posted on the Department of Health and Human Services' website from October 22, 2018 through November 13, 2018. In addition, on October 23, 2018 an email of notification of the RFA was distributed to stakeholders throughout the State. The Department received six (6) applications. The applications were reviewed and scored by a team of individuals with program-specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Score Summary is attached.

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

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

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

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN T1081685)

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



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

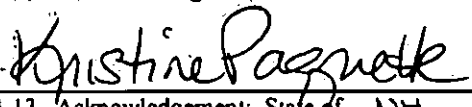
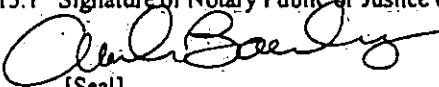
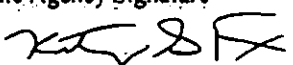
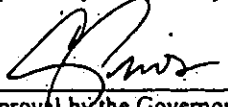
Subject: Recovery Housing for Individuals with OUD (RFA-2019-BDAS-02-RECOV-03)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Homestead Inn 1765 LLC		1.4 Contractor Address 188 King Street Boscawen, NH 03303	
1.5 Contractor Phone Number 603-247-3064	1.6 Account Number 05-095-092-920510-7040-0000-102-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$117,000
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kristine Pagnone Director	
1.13 Acknowledgement: State of NH, County of Merrimaek On Sept 3rd 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Andrea Bardsley Personal Banker			
1.14 State Agency Signature  Date: 9/25/19		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



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.



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



**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide one (1) Recovery Residence to serve the general population of individuals with Opioid Use Disorder (OUD) who are in need of housing in a supported, safe, recovery housing environment in compliance with current National Alliance for Recovery Residences (NARR) standards.

**2. Scope of Services**

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

KP  
9/3/19



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



- 2.3.3. The Contractor shall comply with state and federal requirements. If required, documents such as licenses and certificates of occupancy must be visible for public view.
- 2.3.4. The Contractor shall clearly identify the responsible person(s) responsible for the Recovery Residence to all residents.
- 2.3.5. The Contractor shall ensure the living environment is free from drugs and alcohol.
- 2.3.6. The Contractor shall provide proof of written permission to operate a Recovery Residence on the property from the land owner/landlord, if applicable.

**2.4. Fiscal Management Standards**

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

**2.5. Operation Standards**

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

**2.6. Recovery Support Standards**

- 2.6.1. The Contractor shall maintain a staffing plan, if applicable.
- 2.6.2. The Contractor shall ensure an applicant screening process that will maintain a safe and supportive environment for specific groups of individuals in recovery.
- 2.6.3. The Contractor shall ensure confidentiality laws are adhered to.
- 2.6.4. The Contractor shall keep resident's records secure from unauthorized access.
- 2.6.5. The Contractor shall establish and administer a grievance policy and procedure.
- 2.6.6. The Contractor shall provide a safe, structured and recovery supportive environment through established and written residents' rights and requirements.
- 2.6.7. The Contractor shall establish an intake/assessment protocol for accepting new clients.
- 2.6.8. The Contractor shall establish an orientation process that will ensure all fees and charges residents incur are presented to applicants prior

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



to residency. The Contractor shall ensure policies are presented to potential applicants in writing and are verbally explained in a simple and easy manner conducive to the individual's understanding.

2.6.9. The Contractor shall provide a mutually supportive and recovery-oriented relationships between residents and/or staff through:

2.6.9.1. Peer-based interactions;

2.6.9.2. House meetings;

2.6.9.3. Community gatherings;

2.6.9.4. Recreational events; and/or

2.6.9.5. Other social activities.

2.6.10. The Contractor shall adopt recovery-supportive, alcohol and drug-free environments thought written and enforced policies and procedures that address the following:

2.6.10.1. Residents that return to alcohol and/or drug use;

2.6.10.2. Hazardous item searches;

2.6.10.3. Drug-screening and or toxicology protocols; and

2.6.10.4. Prescription and non-prescription medication usage; and

2.6.10.5. Prescription and non-prescription storage.

2.6.11. The Contractor shall work with residents to develop and participate in an individualized recovery plan.

2.6.12. The Contractor shall inform residents on the wide range of local treatment and recovery support services available to them.

2.6.13. The Contractor shall provide nonclinical, recovery support and related services.

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

**2.7. Property Standards**

2.7.1. The Contractor shall ensure the residence meets all life, safety, health and building codes.

2.7.2. The Contractor shall provide residents with storage for food and personal items.

2.7.3. The Contractor shall provide fully-functioning fire extinguishers in plain sight and/or clearly marked locations.

2.7.4. The Contractor shall install operational smoke detectors.

2.7.5. The Contractor shall install operational carbon monoxide detectors if gas appliances are present.

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



- 2.7.6. The Contractor shall ensure a smoke/tobacco-free internal living environment.
- 2.7.7. The Contractor shall provide a large community room that will accommodate house meetings.
- 2.7.8. The Contractor shall provide sleeping quarters that adhere to local and state square footage requirements.
- 2.7.9. The Contractor shall provide lavatory facilities that adhere to local and state requirements if applicable. If there are no requirements, selected vendor(s) shall provide one (1) sink, one (1) toilet and one (1) shower per six (6) residents.
- 2.7.10. The Contractor shall provide on-site laundry services.
- 2.7.11. The Contractor shall maintain the interior and exterior of the residence in a functional, safe, and clean manner.
- 2.7.12. The Contractor shall provide spaces to hold meetings accessible to all residents.
- 2.7.13. The Contractor shall provide appliances in a good and working condition.
- 2.7.14. The Contractor shall provide furniture in good condition.
- 2.7.15. The Contractor shall provide routine and emergency repairs to all aspects of the residence.
- 2.8. Good Neighbor Standards**
  - 2.8.1. The Contractor shall provide the residence's responsible parties' information to neighbors upon request. The Contractor shall ensure the responsible party responds to neighbor's complaints.
  - 2.8.2. The Contractor shall establish and enforce parking rules when warranted.

**3. State Opioid Response (SOR) Grant Standards**

- 3.1. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
  - 3.1.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
  - 3.1.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.

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



- 3.2. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 3.3. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 3.4. The Contractor shall accept clients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 3.5. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 3.6. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

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

**Exhibit B**

**Method and Conditions Precedent to Payment**

- 1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, FAIN TI081685.
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.
  - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Melissa.Girard@dhhs.nh.gov](mailto:Melissa.Girard@dhhs.nh.gov), or invoices may be mailed to:  
  
Melissa Girard, SOR Finance Manager  
Department of Health and Human Services  
BDAS, State Opioid Response  
129 Pleasant Street, 3<sup>rd</sup> Floor  
Concord, NH 03301
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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**Exhibit B-1  
Budget Form**

New Hampshire Department of Health and Human Services											
Bidder/Program Name: <b>Homestead Inn 1783 LLC</b> Budget Request for: <b>RFA-2019-BDAS-02-RECOV-03</b> <small>(Phase of RFP)</small> Budget Period: <b>SFY 2020 July 1, 2019-June 30, 2020</b>											
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	\$ 48,000.00	\$ -	\$ 48,000.00	\$ -	\$ -	\$ -	\$ 48,000.00	\$ -	\$ 48,000.00		
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Household Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lawn Care/Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. Occupancy	\$ 15,700.00	\$ 8,350.00	\$ 24,050.00	\$ -	\$ 8,350.00	\$ 8,350.00	\$ 15,700.00	\$ -	\$ 15,700.00		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Heating	\$ 3,722.00	\$ -	\$ 3,722.00	\$ -	\$ -	\$ -	\$ 3,722.00	\$ -	\$ 3,722.00		
Electric	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00		
cell/cable phone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	\$ 2,100.00	\$ 2,100.00		
Insurance	\$ 3,000.00	\$ 1,800.00	\$ 4,800.00	\$ -	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 3,000.00	\$ 3,000.00		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specific please mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
repair/renovation	\$ 18,720.00	\$ -	\$ 18,720.00	\$ -	\$ -	\$ -	\$ 18,720.00	\$ -	\$ 18,720.00		
<b>TOTAL</b>	<b>\$ 94,122.00</b>	<b>\$ 10,150.00</b>	<b>\$ 104,272.00</b>	<b>\$ -</b>	<b>\$ 10,150.00</b>	<b>\$ 10,150.00</b>	<b>\$ 83,942.00</b>	<b>\$ 5,180.00</b>	<b>\$ 89,122.00</b>		
Indirect As A Percent of Direct										10.8%	

RFA-2019-BDAS-02-RECOV-03

Exhibit B-1

Contractor Initials

Homestead Inn

Page 1 of 1

Date

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**Exhibit B-2  
Budget Form**

New Hampshire Department of Health and Human Services											
<p> bidder/Program Name: <b>Homestead Inc 1763 LLC</b></p> <p>Budget Request for: <b>RFA-2019-BDAS-02-RECOV-03</b> (Name of RFP)</p> <p>Budget Period: <b>SPY 2021 (July 1, 2020-Sept 28, 2020)</b></p>											
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	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00		
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lawn Care/Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Household Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. Occupancy	\$ 6,741.00	\$ 2,246.75	\$ 8,987.75	\$ -	\$ 2,246.00	\$ 2,246.00	\$ 6,741.00	\$ -	\$ 6,741.00		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Heating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ 800.00	\$ 350.00	\$ 1,150.00	\$ -	\$ 350.00	\$ 350.00	\$ 800.00	\$ -	\$ 800.00		
Insurance	\$ 1,225.00	\$ 308.00	\$ 1,533.00	\$ -	\$ 308.00	\$ 308.00	\$ -	\$ 1,225.00	\$ 1,225.00		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>TOTAL</b>	\$ 23,568.00	\$ 2,802.75	\$ 23,162.50	\$ -	\$ 2,802.00	\$ 2,802.00	\$ 19,341.00	\$ 1,225.00	\$ 22,878.00		
Indirect As A Percent of Direct											
		14.1%									

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



**SPECIAL PROVISIONS**

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

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

Exhibit C – Special Provisions

Contractor Initials

Date

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



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

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

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

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



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

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

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



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

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

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

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

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

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

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

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

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

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

VP  
9/13/18



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



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

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

**20. Contract Definitions:**

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



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



**REVISIONS TO GENERAL PROVISIONS**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide 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.
- 10.6 Any Transition Plan, information supporting the Transition Plan, and communications regarding the Transition Plan shall comply with NARR Standards, which requires all policies and procedures pertaining to the collection of resident information and data will protect the individual's identity.

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 9/3/19



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



**2. Revisions to Standard Exhibits**

- 2.1. Exhibit C, Special Provisions, Section 1, Compliance with Federal and State Laws is deleted in its entirety.
- 2.2. Exhibit C, Special Provisions, Section 2, Time and Manner of Determination is deleted in its entirety.
- 2.3. Exhibit C, Special Provisions, Section 3, Documentation is deleted in its entirety.

**3. Renewal:**

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

KP  
9/3/19



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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

VP  
9/3/18



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



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

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

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

Contractor Name:

9/3/19  
Date

Christie Pagnetta  
Name:  
Title: Director



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



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

9/3/19  
Date

Kristine Pagnante  
Name:  
Title: Director

KP  
9/3/19



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



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

9/3/13  
Date

Kristie Pagnatta  
Name:  
Title: Director

Contractor Initials KP  
Date 9/3/13



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 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

Contractor Initials

6/27/14  
Rev. 10/21/14

Page 1 of 2

Date

VP  
9/3/13



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



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

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

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

Contractor Name:

9/3/19  
Date

Kristine Pagnolle  
Name:  
Title: Director

Exhibit G

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

Contractor Initials

KP

Date 9/3/19



New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

9/3/19  
Date

Kristine Lagarde  
Name: Director  
Title:

KL  
9/3/19



## New Hampshire Department of Health and Human Services



## Exhibit I

# HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials

Date

VP  
9/3/19



New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

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

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## New Hampshire Department of Health and Human Services



## Exhibit I

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

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

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## Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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## 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

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

9/25/19  
Date

Kristine Pagnelle  
Name of the Contractor

Kristine Pagnelle  
Signature of Authorized Representative

Kristine Pagnelle  
Name of Authorized Representative

Director  
Title of Authorized Representative

9/13/19  
Date



New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

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

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

Contractor Name:

9/3/19  
Date

Kristine Pagnette  
Name:  
Title:



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**FORM A**

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

1. The DUNS number for your entity is: 047701921
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: _____

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

**Exhibit K**

**DHHS Information Security Requirements**



**A. Definitions**

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

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

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

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

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

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov

KP  
9/13/18