



Lori A. Shibinette  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9564 1-800-804-0909  
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31 mac

June 10, 2021

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

**REQUESTED ACTION**

- 1) Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing contract with New Hampshire Coalition of Recovery Residences (VC#311995), Concord, NH to continue to provide services to certify and support recovery homes in New Hampshire, and to develop and administer a rental assistance program for residents who are entering recovery homes, by exercising a contract renewal option by increasing the price limitation by \$630,000 from \$750,000 to \$1,380,000 and extending the completion date from June 30, 2021 to June 30, 2022 effective upon Governor and Council approval. 16.67% Federal Funds, 83.33% Other Funds (Governor's Commission).
- 2) Further authorize an advance payment in the amount of \$70,000 to the New Hampshire Coalition of Recovery Residences, in accordance with the terms of the contract amendment effective upon Governor and Council approval. 100% Federal Funds

The original contract was approved by Governor and Council on October 23, 2019, item #16 and most recently amended with Governor and Council approval on August 5, 2020, item #19.

Funds are anticipated to be available in the following accounts for 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.

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92058501	\$375,000	\$0	\$375,000
2021	102-500731	Contracts for Prog Svc	92058501	\$375,000	\$0	\$375,000
2022	102-500731	Contracts for Prog Svc	92057046	\$0	\$400,000	\$400,000

			<b>Subtotal</b>	\$750,000	\$400,000	\$1,150,000
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**05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
 DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,  
 STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	92058501	\$0	\$230,000	\$230,000
			<b>Subtotal</b>	\$0	\$230,000	\$230,000
			<b>Total</b>	<b>\$750,000</b>	<b>\$630,000</b>	<b>\$1,380,000</b>

**EXPLANATION**

The purpose of this request is to continue development and implementation of a system for certification of recovery homes, including training, technical assistance and tracking of capacity, and ombudsman services, to investigate and address complaints about certified recovery homes. The Contractor will also manage an established rental assistance program for residents who are entering recovery homes. Pursuant to RSA 172-B:2, the Commissioner of the Department of Health and Human Services designated New Hampshire Coalition of Recovery Residences (NHCORR) as the New Hampshire's certifying body for the National Alliance of Recovery Residences (NARR) standards. NHCORR is the only agency in New Hampshire with the experience and service capacity to administer the recovery housing rental assistance program. On June 21, 2019, the Governor's Commission on Alcohol and Other Drugs voted to fund NHCORR. Per RSA 12-J, the Department carries out the administrative functions of the Governor's Commission on Alcohol and Other Drugs.

The purpose of the advance payment is to assure that NHCORR will be able to provide recovery housing assistance for State Opioid Response program clients without having to use Governor's Commission funding. NHCORR is a relatively new organization that is working to develop other funding sources, which are not yet in place. The advance will enable NHCORR to provide services immediately for the increased number of clients that the State Opioid Response programs will be sending them for recovery house rental assistance, which is paid out at the point the client enters the recovery house. The advance provides a monetary source to provide this assistance, with the amount given reconciled over the course of the contract.

Approximately 15 recovery homes will be certified from June 30, 2021 through June 30, 2022.

The Contractor will certify that recovery homes statewide meet the NARR standards for safe, ethical, quality operation that focuses on residents' well-being using social model recovery practices. Additionally, the Contractor will continue to develop and support a strong coalition of recovery home operations, home leadership members, recovery advocates, and community volunteers to provide peer support and peer review of homes as well as referral networks between homes. This will include providing targeted technical assistance to operators who are willing to establish recovery homes in underserved geographic areas and/or accommodate critical need

populations such as persons receiving medication assisted recovery services, and lesbian, gay, bisexual, transgender, questioning, intersex, and asexual persons.

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

The Department will monitor contracted services using the following performance measures:

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

As referenced in Exhibit C-1 of this of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Council not authorize this request, New Hampshire may not have a documented certification process to ensure that recovery housing is safe, ethical and meets minimum standards set by NARR.

Area served: Statewide.

Source of Funds: 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,



Lori A. Shibinette  
Commissioner



# New Hampshire Department of Health and Human Services Recovery Housing Certification and Rental Assistance

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

This 2nd Amendment to the Recovery Housing Certification and Rental Assistance contract (hereinafter referred to as "Amendment #2) is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Coalition of Recovery Residences (NHCORR), ("the Contractor"), a nonprofit with a place of business at 2 ½ Beacon Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019 (Item #16), as amended on August 5, 2020, (Item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022 Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,380,000
2. Modify Exhibit A, Scope of Services, Section 2. Scope of Work, Paragraph 2.3, Subparagraph 2.3.4, to read:
  - 2.3.4. Creation of a Certification Portfolio, in print or electronic form, as described in Exhibit A-2, for each recovery home.
3. Modify Exhibit A, Scope of Services, Section 5. Deliverables, Paragraph 5.1., to read:
  - 5.1. The Contractor shall deliver a description of and content index of the online Recovery Housing Operator's Manual, with approval from the Department of the final draft, and make the manual available to operators of each recovery home that is certified or in the process of certification no later than April 1, 2022.
4. Modify Exhibit A, Scope of Services, Section 5. Deliverables, Paragraph 5.2., to read:
  - 5.2. Reserved.
5. Modify Exhibit A, Scope of Services, Section 5. Deliverables, Paragraph 5.5., to read:
  - 5.5. The Contractor shall certify no less than fifteen (15) recovery homes by June 30, 2022, and shall provide to each certified recovery home a Certification Portfolio, in print or electronic form, as described in Exhibit A-2, Certification Process.
6. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2, to read:
  2. This amended agreement is funded as follows:
    - 2.1. 63.49% Governor's Commission Funds.
    - 2.2. 36.51% Federal Funds from the State Opioid Response Grant.
      - 2.3.1. Funding under Section 2.2. is only available through September 29, 2021, unless otherwise appropriated.

DS  
KB

7. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 4, by replacing it in its entirety with:

4.1. The Contractor may invoice the Department in an amount not to exceed \$70,000 for State Fiscal Year 2022 upon Governor and Executive Council upon approval of Amendment #2. The Contractor shall ensure:

4.1.1. The invoice specifically identifies the invoice as a request for an advanced payment for actual expenditures to be incurred.

4.1.2. The invoice includes how funds will be utilized toward the following:

4.1.2.1. Support services, in accordance with Exhibit A, Scope of Services, Subsection 2.1.;

4.1.2.2. Training program, in accordance with Exhibit A, Scope of Services, Subsection 2.2.;

4.1.2.3. Certification and recertification process, in accordance with Exhibit A, Scope of Services, Subsection 2.3.;

4.1.2.4. Training on best practices, in accordance with Exhibit A, Scope of Services, Subsection 2.4.;

4.1.2.5. Technical assistance, in accordance with Exhibit A, Scope of Services, Subsection 2.5. and Subsection 2.6.;

4.1.2.6. Ombudsman services, in accordance with Exhibit A, Scope of Services, Subsection 2.9.;

4.1.2.7. Recovery home concerns and complaint process, in accordance with Exhibit A, Scope of Services, Subsection 2.10.; and

4.1.2.8. Rental assistance, in accordance with Exhibit A, Scope of Services, Subsection 2.12.

4.1.3. The Department may request supporting documentation from the Contractor sufficient to verify that all expenditures included in the invoice are consistent with the purposes of paragraph 4.1.2. Supporting documentation, may include receipts, payroll records, credit card statements, or other expense documentation.

4.1.4. The Department may recoup payments made under subsection 4.1, in whole or in part, in the event the Contractor expends funds on purposes inconsistent with paragraph 4.1.2.

4.2. Subsequent payments for State Fiscal Year 2022 shall be paid on a cost reimbursement basis in accordance with budget lines specified in Exhibit B-2, Amendment #2, as follows:

4.2.1. The Contractor shall submit an invoice in a form satisfactory to the State no later than the 20<sup>th</sup> day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

4.2.2. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.

4.2.3. 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 only if sufficient funds are available.

8. Modify Exhibit B-2, by replacing it in its entirety with Exhibit B-2, Amendment #2 Budget, which is

attached hereto and incorporated by reference herein.

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

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

State of New Hampshire  
Department of Health and Human Services

5/28/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

New Hampshire Coalition of Recovery Residences


5/25/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Kim Bock*  
\_\_\_\_\_  
Name: Kim Bock  
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/28/2021  
Date

DocuSigned by:  
  
DSCA9003E23C1AE  
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  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

Contractor Name: NH Coalition of Recovery Residences

Budget Request for: to provide services to certify and support recovery homes in New Hampshire

Budget Period: 7/1/21 - 6/30/22 Gov Commission Funds 400,000.00

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	\$ 178,000.00	\$ -	\$ 178,000.00	\$ -	\$ -	\$ -	\$ 178,000.00	\$ -	\$ 178,000.00
2. Employee Benefits	\$ 29,000.00	\$ -	\$ 29,000.00	\$ -	\$ -	\$ -	\$ 29,000.00	\$ -	\$ 29,000.00
3. Consultants	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
4. Equipment:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
7. Occupancy	\$ 15,500.00	\$ -	\$ 15,500.00	\$ -	\$ -	\$ -	\$ 15,500.00	\$ -	\$ 15,500.00
8. Current Expenses	\$ 29,500.00	\$ -	\$ 29,500.00	\$ -	\$ -	\$ -	\$ 29,500.00	\$ -	\$ 29,500.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
10. Marketing/Communications	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
11. Staff Education and Training	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Housing Assistance	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
Advance - 1/12 of budget	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 400,000.00	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ 400,000.00	\$ -	\$ 400,000.00

Indirect As A Percent of Direct 0.0%



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

Instructions: "Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate."

Contractor Name: NH Coalition of Recovery Residences

Budget Request for: to provide services to certify and support recovery homes in New Hampshire

Project Title  
Budget Period: 7/1/21 - 9/29/21      SOR Funds      230,000.00

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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Housing Assistance	\$ 140,000.00	\$ -	\$ 140,000.00	\$ -	\$ -	\$ -	\$ 140,000.00	\$ -	\$ 140,000.00
SOR Training and TA	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
advance 1/3 of Housing assistance + 2/3 of Training	\$ 70,000.00	\$ -	\$ 70,000.00	\$ -	\$ -	\$ -	\$ 70,000.00	\$ -	\$ 70,000.00
<b>TOTAL</b>	<b>\$ 230,000.00</b>	<b>\$ -</b>	<b>\$ 230,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 230,000.00</b>	<b>\$ -</b>	<b>\$ 230,000.00</b>

Indirect As A Percent of Direct: 0.0%

# State of New Hampshire

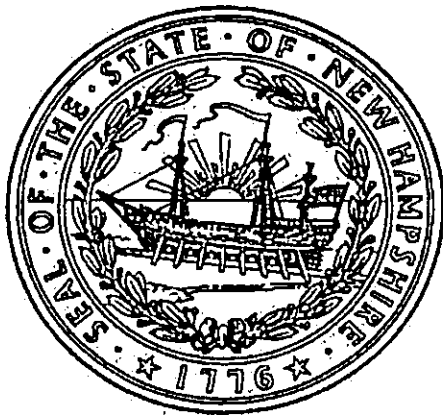
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION OF RECOVERY RESIDENCES (NHCORR) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 13, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 812870

Certificate Number: 0005371998



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of May A.D. 2021.

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

William M. Gardner  
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

**Corporate Resolution**

I, Michelle Lederer, hereby certify that I am duly elected Clerk/Secretary of  
(Name)

NHCORR. I hereby certify the following is a true copy of a  
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May  
(Month)

25th 2021 at which a quorum of the Directors/shareholders were present and voting. via email.  
(Day) (Year)

VOTED: That Kim Bock (may list more than one person) is duly authorized to  
(Name and Title)

enter into contracts or agreements on behalf of NHCORR with  
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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 to which this certificate is attached. 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: May 25, 2021

ATTEST: Michelle Lederer  
(Name and Title)  
Secretary - NHCORR





### **Article 1: Name, Mission, and Affiliation**

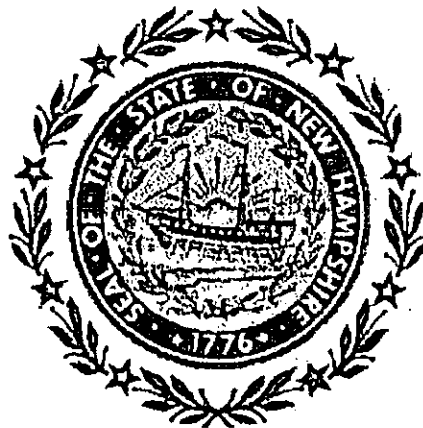
New Hampshire Coalition of Recovery Residences (hereafter referred to as NHCORR or the Coalition) is a state-wide grass roots organization established in 2017 to harness the collective energy, passion, wisdom, and talent of recovery housing providers, support staff and volunteers, residents, and recovery advocates. Our Coalition is committed to building strong recovery communities, providing educational outreach, eliminating barriers to recovery-supportive housing, and promoting best practices for New Hampshire's recovery homes according to quality standards published by the National Alliance for Recovery Residences. Our membership promotes safe, ethical, affordable recovery housing; fights stigma; champions the civil rights of people in early recovery from addiction and alcoholism; and builds a collaborative voice to raise awareness about and lobby against discriminatory regulation of sober living homes throughout New Hampshire cities and towns.

NHCORR provides an avenue by which concerns, questions, and complaints about certified recovery homes can be reviewed and mediated.

The NHCORR mission and its values is driven by our collective concern for and support of the recovery home resident and his/her thriving recovery.

NHCORR is the New Hampshire affiliate of the National Alliance of Recovery Residences (NARR).

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF IMPROVEMENT AND INTEGRITY  
FINANCIAL COMPLIANCE UNIT



**NEW HAMPSHIRE COALITION  
OF RECOVERY RESIDENCES**

**FINANCIAL CONTRACT COMPLIANCE REVIEW**

**December 29, 2020**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF IMPROVEMENT AND INTEGRITY  
FINANCIAL COMPLIANCE UNIT

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF IMPROVEMENT AND INTEGRITY  
FINANCIAL COMPLIANCE UNIT

**ACRONYMS AND DEFINITIONS**

<u>Acronyms</u>	<u>Definitions</u>
BDAS	Bureau of Drug and Alcohol Services
BII	Bureau of Improvement and Integrity
BOD	Board of Directors
CFDA	Catalog of Federal Domestic Assistance
DHHS	Department of Health and Human Services
ED	Executive Director
FCU	Financial Compliance Unit
FFY	Federal Fiscal Year
FQHC	Federally Qualified Health Center
OMB	Office of Management and Budget
NARR	National Alliance for Recovery Residences
NHCORR	New Hampshire Coalition of Recovery Residences
QI	Quality Improvement
RSA	Revised Statute Annotated
SFY	State Fiscal Year
YTD	Year to Date

## EXECUTIVE SUMMARY

The Department of Health and Human Services (DHHS) Financial Compliance Unit staff conducted an in-office financial contract compliance review of NH Coalition of Recovery Residences (NHCORR) on July 21, 2020 – December 11, 2020. Normally, this review would have been completed onsite. However, due to the COVID-19 pandemic, this was not feasible and the review was completed remotely. The financial contract compliance review is one element of an ongoing monitoring process for the departments contracted vendors.

In accordance with *2 CFR Chapter I, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, 200.331(d)* <https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>, the State of New Hampshire is required to monitor the financial expenditures of contract agencies that receive federal awards passed through the State of New Hampshire.

The project team consisted of two staff members from the Bureau of Improvement and Integrity (BII). NH Coalition of Recovery Residences was notified of the review in advance and sent a detailed letter on July 21, 2020 describing the review and requesting State Fiscal Year 2020 financial information.

This review focused primarily on Uniform Guidance, contract and administrative rule compliance as well as a financial contract specific review.

**The following recommendations are included in the report:**

- NHCORR shall reimburse DHHS \$1,813.35 for improper billing.
- NHCORR must develop a procedure to ensure proper approvals for all invoices.
- NHCORR must ensure they are following their own internal policies when issuing awards for the rental assistance program.
- NHCORR must ensure all reimbursements are being billed to the proper budget lines.

## **BACKGROUND**

NHCORR is an independent 501(c)3 organization and a statewide organization that was established in 2017. The organization works to harness the collective energy, passion, and talent of recovery housing providers and recovery advocates. NHCORR provides voluntary certification of recovery houses and education and training to homeowners, managers, residents and the public. NHCORR is the New Hampshire affiliate of the National Alliance for Recovery Residences.

### **Services provided by NHCORR include:**

Some of the services NHCORR provides are to certify recovery homes to meet nationally recognized National Alliance for Recovery Residences (NARR) quality standards for safety, recovery support, and ethical operation driven by the priority of resident well-being. They educate homeowners/operators, by providing technical support and by certifying that all documents and the physical plant meet the best practice criteria.

NHCORR advocates for certified homes at the local, state and federal level. They offer education, testimony and technical assistance to both the homeowner/operator and local, state and federal authorities and representatives about best practices in recovery housing.

NHCORR manages a rental assistance program to assist people in recovery in obtaining and maintaining recovery housing.

### **The mission statement of NH Coalition of Recovery Residences is:**

*“NHCORR is committed to building strong recovery communities, eliminating barriers to recovery-supportive housing, and promoting best practice standards for New Hampshire's alcohol and drug free homes.”*

## **PURPOSE, SCOPE AND METHODOLOGY OF REVIEW**

DHHS staff conducted a grant specific site review of New Hampshire Coalition of Recovery Residences from July 21, 2020 – December 11, 2020. DHHS contracted Governor's Commission funds with this agency to provide services to certify and support recovery homes in New Hampshire.

The purpose of the review was to:

- Assess compliance with Uniform Guidance, state administrative rules and DHHS contracts.
- Review documentation supporting claims submitted to DHHS for reimbursement
- Identify opportunities for technical assistance from DHHS
- Identify best practices

The scope included the review of:

- Agency personnel manual/fiscal manual/policy and procedures;
- Agency organizational chart;
- Current aging payables;
- Completed financial questionnaire;
- Specific contract(s) with DHHS;
- Specific written policies required by OMB Uniform Guidance;
- Program descriptions;
- Source documentation (invoices, purchase orders, payroll registers, timesheets, etc.) supporting selected expenses from specific grants;
- Current list of Board of Directors/governing body (if applicable)
- Review of Board/governing body minutes from previous 12 months;
- Review of financial reports as submitted to the Board.

### SITE VISIT SUMMARY

DATE OF REPORT: December 29, 2020

BOARD CHAIR/PRESIDENT/ EXECUTIVE DIRECTOR: Kristine Paquette, Chair  
 Kim Bock, Executive Director  
 Steve Draper, Board Treasurer

AGENCY MONITORED: NH Coalition of Recovery Residences  
 2 ½ Beacon Street,  
 Box A-3, Suite 163  
 Concord, NH 03301

AGENCY CONTACTS: Kim Bock, Executive Director

FISCAL YEAR: 2020

CONTRACT PERIOD: October 23, 2019 - June 30, 2020

CONTRACT NUMBER (S): PO #1070719

CONTRACT AMOUNT (S):

Fiscal Year	Amount	Program	% Other Funds
FY2020	\$ 375,000	Governor's Commission	100%
	\$ 375,000	TOTAL FUNDING REVIEWED	

DATE(s) MONITORED: July 21, 2020 – December 11, 2020

**SITE REVIEW TEAM MEMBERS:**

Melissa Morin, DHHS, BII Financial Compliance	Grant Specific Financial Review
Allysa Voisine, DHHS, BII Financial Compliance	Grant Specific Financial Review

## **OBSERVATIONS AND RECOMMENDATIONS**

### **SECTION I: FIDUCIARY ACTIVITIES**

**Requirement:** In accordance with Exhibit C, Section 8.1 in the SFY 2020 Contract states that “records ... reflecting ... expenses incurred by the Contractor in the performance of the Contract ... to be maintained in accordance with practices which ... are acceptable to the Department, and to include, without limitation, all ... records ... requested or required by the Department.”

**Observation 1:** During our SFY20 review of NHCORR, it was noted that Kim Bock approved her own disability insurance invoice and that 35 out of 45 selected invoices were missing proper approvals.

**Observation 2:** The ED’s travel in the month of June 2020 included a \$13.35 lunch for both her and the ombudsman/certification specialist, however no receipt was provided.

**Recommendation 1:** NHCORR should develop a procedure to ensure that the ED reviews and approves all invoices prior to payment. The ED should initial and date all invoices to document that review and approval was performed.

**Recommendation 2:** NHCORR must ensure proper documentation is maintained for all purchases they are seeking reimbursement for. In addition, they must submit a payment in the amount of \$13.35 to reimburse the State of NH. Please make the check payable to “Treasurer, State of NH” and mail it to Laurie Heath, Financial Manager, DHHS BDAS, Main Building, 105 Pleasant Street, Office 103N, Concord, NH 03301 to be deposited in the appropriate fund.

**Implementation Due Date:** 3 months from receipt of report

**Contract Agency Response:** See below

**Recommendation 1:**

The ED currently reviews and approves all invoices prior to payment. Each invoice is initialed and dated for documentation. In some cases, automatic payment is arranged, causing the monthly approval to be made after payment was made. However, automatic payment is only used in cases of regular, unchanging payments including internet, insurance and payroll.

**Recommendation 2:**

\$13.35 will be submitted to the Treasurer, State of NH – a copy of the check is attached.

The receipt for \$13.35 for meals while 2 employees were traveling is also attached as a pdf and was attached to the original invoice to the state and has been submitted multiple times.

**Rejoinder:** A receipt was not attached to the email and since this amount was paid back we consider this finding closed.

**Requirement:** According to the NHCORR Scholarship for Rental Assistance policy, *“The NHCORR portion of that assistance will be the balance of one month’s rent or \$750.00, whichever is lower.”*

**Observation:** Upon review of the SFY20 rental assistance program, it was noted that three individuals received over \$750 in rental assistance from NHCORR. This exceeds the maximum amount allowed.

**Recommendation:** NHCORR must submit a payment in the amount of \$975.00 to reimburse the State of NH for the overpayment. Please make the check payable to “Treasurer, State of NH” and mail it to Laurie Heath, Financial Manager, DHHS BDAS, Main Building, 105 Pleasant Street, Office 103N, Concord, NH 03301 to be deposited in the appropriate fund.

**Contract Agency Response:** \$975.00 will be submitted to the Treasurer, State of NH – a copy of the check is attached.

NHCORR does limit the amount of housing assistance to \$750 per applicant. However, NHCORR interprets this to be per application. It is understood that people in recovery may relapse, reenter treatment and need assistance entering a recovery residence. The program, as approved, does not limit the number of times a person can apply for assistance.

During COVID, NHCORR certified recovery residences experienced 85% unemployment in recovery houses. The approved housing assistance plan states that NHCORR will award housing assistance to people established in recovery homes who have exceptional need. This was intended to help people who, through no fault of their own, became unemployed.

No awards ever exceeded \$750. Every person who received more than \$750 received 2 awards. The second award was because of a relapse and the person was leaving treatment and entering recovery housing or because of lengthy unemployment with no unemployment benefits.

NHCORR is revising the Housing Assistance Program to make the policy less open to interpretation.

**Rejoinder:** Upon completion of the revised Housing Assistance Program Policy, a copy must be provided to DHHS no later than April 30, 2021.

**Requirement:** According to the NHCORR Rental Assistance Program policy, *“Friday afternoon, the applicants, case managers and houses are notified, via encrypted email, of the subcommittee’s decisions. They are all informed that the award is for the benefit of the applicant, is in an amount between \$375 and \$750, determined after analysis of information contained in the Financial Affidavit which will be submitted by the house no earlier than 3 weeks after the applicant enters the house.”*

**Observation:** It was noted that during SFY20 the Executive Director allowed the processing of an award without a financial affidavit on file.

**Recommendation:** NHCORR must ensure they are following their own internal policies when issuing awards. In addition, NHCORR must submit a payment in the amount of \$675.00 to reimburse the State of NH. Please make the check payable to “Treasurer, State of NH” and mail it to Laurie Heath, Financial Manager, DHHS BDAS, Main Building, 105 Pleasant Street, Office 103N, Concord, NH 03301 to be deposited in the appropriate fund.

**Contract Agency Response:** \$675.00 will be submitted to the Treasurer, State of NH – a copy of the check is attached.

This policy is being revised. The original Financial Affidavit required the signature of the resident as well as the owner. At times, a resident may leave before the owner obtains their signature on the affidavit. NHCORR has learned through the execution of the Housing Assistance Program that some policies must be adjusted to fit practical needs.

**Rejoinder:** Upon completion of the revised Housing Assistance Program Policy, a copy must be provided to DHHS no later than April 30, 2021.

**Requirement:** According to the May 12, 2020 Board meeting minutes, **“Annual Meeting will be June 27th. The annual meeting will be virtual, due to COVID19 restrictions. There will be a friendly competition amongst the houses showcasing good neighbor practices during times of COVID19. This competition (with video or picture submission) will be judged by Tom, Chris and Donna. First prize is a catered dinner valued at \$500, second prize is a catered picnic valued at \$300 and third prize is pizza for the house valued at \$150.”**

**Observation:** Upon review of the June 2020 marketing expenses, it was determined, that NHCORR purchased gift cards in the amount of \$1,100.00 from Georgia’s Northside. This amount exceeds the limit authorized by the Board.



**Recommendation:** NHCORR must submit a payment in the amount of \$150.00 to reimburse the State of NH for the difference. Please make the check payable to "Treasurer, State of NH" and mail it to Laurie Heath, Financial Manager, DHHS BDAS, Main Building, 105 Pleasant Street, Office 103N, Concord, NH 03301 to be deposited in the appropriate fund.

**The information and recommendations in the following section are for technical assistance and best practices.**

At the time of the review, it was noted that copy paper and ink cartridges were charged to the travel budget line.

**Recommendation:** The ED must review all expenses prior to submitting an invoice to the Department of Health and Human Services to ensure expenses are being requested from the proper budget lines.

**Contract Agency Response:** For the period of this contract review, line items were not funded in a functional manner. There was also a lack of guidance for allocation of expenses. There was no Budget Narrative.

Currently NHCORR operates with a very clear budget narrative approved by the state and line items are expensed consistently and accurately.



New Hampshire Coalition of Recovery Residences

Income Statement by Fund  
for the period of 07/01/2019 to 06/30/2020

Account Number	Account Name	General Fund	Governors Comm. Fund Operating	Governors Comm. Fund Housing Assistance
<b>Income</b>				
4000	Contributions Income	\$331.06	\$0.00	\$0.00
4010	Operating Grant Gov Com Income	\$0.00	\$92,376.42	\$0.00
4020	Scholarship Grant Gov Com Income	\$0.00	\$0.00	\$48,233.50
4040	NHCF Operating Grant 3 2020	\$10,000.00	\$0.00	\$0.00
4120	Certification Fees	\$3,246.94	\$0.00	\$0.00
<b>Total Income</b>		<b>\$13,578.00</b>	<b>\$92,376.42</b>	<b>\$48,233.50</b>
<b>Expense</b>				
5000	Salaries and Benefits	\$0.00	\$0.00	\$0.00
5000.1	Executive Director	\$0.00	\$29,638.40	\$0.00
5000.11	ED Insurance	\$0.00	\$1,527.48	\$0.00
5000.12	ED Travel	\$0.00	\$1,359.13	\$0.00
5000.13	ED Training/ Education	\$0.00	\$1,676.00	\$0.00
5000.14	ED taxes	\$0.00	\$3,343.50	\$0.00
5000.2	Cert Specialist/ Bookkeeper	\$0.00	\$1,788.22	\$0.00
5000.24	Cert Spec/Books taxes	\$0.00	\$197.88	\$0.00
5000.3	Administrative Assistant	\$0.00	\$7,877.21	\$0.00
5000.31	Admin Insurance	\$0.00	\$816.82	\$0.00
5000.33	Admin Training/ Education	\$0.00	\$25.00	\$0.00
5000.34	Admin taxes	\$0.00	\$486.05	\$0.00
<b>Total for 5000 - Salaries and Benefits</b>		<b>\$0.00</b>	<b>\$48,735.69</b>	<b>\$0.00</b>
5020	Consultants	\$0.00	\$693.39	\$0.00
5030	Legal and Audit	\$480.00	\$600.00	\$0.00
5110	Rent	\$0.00	\$5,040.00	\$0.00
5120	Utilities	\$0.00	\$632.10	\$0.00
5130	Office Equipment	\$0.00	\$8,151.46	\$0.00
5140	furniture	\$0.00	\$6,929.00	\$0.00
5150	Cleaning	\$0.00	\$129.95	\$0.00
5505	Office Supplies	\$0.00	\$2,404.15	\$0.00
5510	Postage	\$0.00	\$62.75	\$0.00
5520	Accounting (Apos)	\$0.00	\$318.60	\$0.00
5540	Phone plans	\$0.00	\$842.38	\$0.00
5550	Marketing	\$0.00	\$10,484.99	\$0.00
5560	Insurance	\$0.00	\$9,606.36	\$0.00
5570	Dues and Subscriptions	\$0.00	\$1,206.90	\$0.00
5610	Printing	\$0.00	\$154.58	\$0.00
5620	Site Visits	\$0.00	\$156.47	\$0.00
5630	Certification (Certemy)	\$0.00	\$4,500.00	\$0.00

Account Number	Account Name	General Fund	Governors Comm. Fund Operating	Governors Comm. Fund Housing Assistance
6000	Housing Assistance Scholarship Gov Com	\$0.00	\$0.00	\$47,660.00
<b>Total Expense</b>		<b>\$480.00</b>	<b>\$100,648.77</b>	<b>\$47,660.00</b>
<b>Net Income (Loss)</b>		<b>\$13,098.00</b>	<b>\$-8,272.35</b>	<b>\$573.50</b>
<u>Summary</u>				
Beginning Fund Balance		\$3,404.01	\$0.00	\$0.00
+ Other Fund Balance Movements		\$8,484.88	\$-8,484.88	\$0.00
+ Net Income / (Loss)		\$13,098.00	\$-8,272.35	\$573.50
= Ending Fund Balance		\$24,986.89	\$-16,757.23	\$573.50



New Hampshire Coalition of Recovery Residences

Balance Sheet by Fund  
as of 06/30/2020

Account Number	Account Name	General Fund	Governors Comm. Fund Operating	Governors Comm. Fund Housing Assistance
<b>Assets</b>				
1000	Checking	\$24,404.45	\$-16,757.23	\$573.50
1010	Checking 2 NHCORR	\$582.44	\$0.00	\$0.00
<b>Total Assets</b>		<b>\$24,986.89</b>	<b>\$-16,757.23</b>	<b>\$573.50</b>
<b>Liabilities</b>				
<b>Total Liabilities</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Equity</b>				
3000	General Fund - Fund Balance	\$24,986.89	\$0.00	\$0.00
3100	Governors Com Grant	\$0.00	\$-16,757.23	\$0.00
3101	Governors Comm. Fund Scholarship - Fund Balance	\$0.00	\$0.00	\$573.50
<b>Total Equity</b>		<b>\$24,986.89</b>	<b>\$-16,757.23</b>	<b>\$573.50</b>
<b>Total Liabilities + Total Equity</b>		<b>\$24,986.89</b>	<b>\$-16,757.23</b>	<b>\$573.50</b>

**NHCORR Board of Directors (as of May. 2021)**

Kristine Paquette – Chair – Recovery Home Operator – Merrimack County

Steve Draper - Treasurer - Businessman

Michelle LeClerc - Secretary - Recovery Home Operator – Hillsborough County

Adam Moulton – Member at Large - Recovery Home Operator – Belknap County

Donna Momborquette - Member at Large – Past Hillsborough County

Representative

Andy Moser - Member at Large - Recovery Home Operator – Hillsborough

County

Suzanne Boisvert - Member at Large - Recovery Home Operator – Cheshire

County

Evan Draper - Member at Large – Recovery Home Manager – Hillsborough

County

Kathleen Ryan - Member at Large - Founder

Dave Berry - DOC - Sullivan County

# Kim Bock

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## Summary

- Broad financial background with nonprofits including positions as treasurer, financial auditor, finance committee chair, member and trustee member.
- Excellent, broad communication skills including public speaking, teaching, facilitating and writing for diverse student, professional and general audiences.
- Extensive expertise in nonprofit board and hands-on leadership.

## Education

**BS CHEMICAL ENGINEERING | WORCESTER POLYTECHNIC INSTITUTE**

**JD | UNIVERSITY OF MAINE SCHOOL OF LAW**

## Skills & Abilities

- **Finance** – 18 years of experience with nonprofit finances, including positions as treasurer, finance chair, finance reviewer for nonprofits with simple and complex accounting systems. Develop and present budgets to board and membership, convert nonprofit from DOS based account system to powerful windows platform, prepare, prepare and deliver financial reports to boards and committees.
- **Public Speaking** – develop and make monthly presentations to large and small target audiences for Canine Companions for Independence seeking donations and applicants for service dog users and puppy raisers.
- **Leadership** – Positions as President and Treasurer of several nonprofit organizations. Work with executive committees, boards and members at large to develop financial and operational plans and successfully implement those plans.

## Experience

**CHEMISTRY LAB INSTRUCTOR | ST ANSELM COLLEGE | 2006 - PRESENT**

- Develop, write and teach STEM labs to chemistry and non science major college students.

**PROJECT LEADER, TECHSPORERS | UNH | 2018 - PRESENT**

- Develop and lead project based STEM course for middle school students

**PROJECT LEADER, STEM DISCOVER LAB | UNH COOPERATIVE EXT. | 2019 - PRESENT**

- Develop and lead project based STEM course for middle school students

**ACADEMIC TUTOR, US DEPT OF EDUCATION MIGRANTS PROGRAM | 2018 - PRESENT**

- Tutor migrant families in math and English.

**TITLE IV ADVISOR, DIOCESE OF NH | 2019 - PRESENT**

- Advocate for a party in a complaint of Clergy Misconduct within the Diocese of NH, Me and VT.

**PRESIDENT, CANINE COMPANIONS FOR INDEPENDENCE NORTHERN NEW ENGLAND CHAPTER |2017 - PRESENT**

- Develop programming, interface with membership, conduct public speaking events on a monthly basis to potential volunteers, applicants and donors.

**TREASURER, FINANCE CHAIR, TRUSTEE, CHURCH OF OUR SAVIOUR| 2010 – PRESENT**

- Develop and present annual budget to board and membership.
- Maintain fund accounting system (Including legal issues surrounding a repurposed capital campaign.)
- Transfer records from DOS based accounting system to windows platform.
- Prepare and present annual reports to Diocese.

**FINANCE COMMITTEE MEMBER, DIOCESE OF NH | 2013 – PRESENT**

- Assist in budget preparation.
- Review applications for grants and assist in preparation of response.
- Review finances of parishes throughout the state of NH.

**PRESIDENT, LITTLE PEOPLE'S DEPOT | 2002**

- Rebrand the nonprofit.
- Institute new programming.
- Handle all financial and contractual matters.

**IN-HOUSE COUNCIL AND TECHNICAL WRITER, LABSPHERE CO| 1992 – 1994**

- Corporate practice.
- Wrote all product manuals, catalogues, advertising copy. Procedures.
- Adjusted lab processes improving product acceptance rate from 35% to 85%.

**ATTORNEY, LAW OFFICES OF OMER AHERN | 1991**

- General practice.

**ATTORNEY CLEVELAND, WATERS AND BASS | 1989-1991**

- General practice – corporate, real estate, estate planning and administration.

**Publications**

- Numerous College Laboratory Experiments in chemistry, physics, earth and space science
- Product catalogues for Etheridge Foundry and Labsphere
- Numerous product manuals for Labsphere
- Editorial Assistant, **Estate Taxation**, Lang(2000) – An Estate Tax and Planning Text Book
- Author, **Know Your Rights** (1988) – a publication distributed to all Maine high school graduating seniors describing their legal rights and responsibilities
- Co-Author, **The Use of Mechanics Hall, Worcester, MA, During the Civil War** (1987) – in permanent collection at the American Antiquarian Society.

# Dawn S. Catalanotti

## Summary

- Extensive experience in records management, membership database maintenance and bookkeeping
- Detail oriented with strong communication skills working with broad audiences.
- Independent but collaborative work skills in maintaining books, putting together reports, newsletters and excellent at working with diverse personalities
- Over 15 years' experience with Narcotics Anonymous through supporting a family member

## Experience

### Church of Our Saviour

January 2006 – Present

#### Parish Administrator (Jun 2014-Present)

- Coordinate and communicate the programs and activities of the parish by publications, correspondence, telephone and electronic means; Perform all routine office tasks and manage office and parish supplies
- Assist parish officers, vestry, committee chairs and parishioners in the performance of their respective missions in support of the parish
- Prepare weekly worship bulletins, parish mailings, Annual and Parochial reports, weekly and monthly newsletters
- Coordinate church activities by maintaining the church calendar, scheduling lay ministers and other volunteers, and coordinating the use of the church building by outside groups.
- Maintain parish membership database

#### Bookkeeper (Jan 2006-Present)

- Proof and post all weekly donations/general income and invoices/electronic payments; print checks and prepare for mailing
- Process and record payroll. Make monthly 941 deposits, prepare quarterly 941 reports, W-2's/W-3, and 1099's/1096. Maintain confidential employee records. Complete annual Worker's Comp. audit.
- Reconcile all bank accounts; generate monthly financial reports
- Maintain all records for annual Diocesan required audit.
- Maintain member giving records, envelope (giving) numbers, and confidential pledge records.

Served as Treasurer 2003 - 2006

### The Frame Depot

October 2006 - Present

#### Bookkeeper

- Reconcile and record weekly cash and credit card sales, make weekly bank deposit
- Perform all payroll duties including: 940/941 deposits, 940 and 941 reports, NH State Unemployment Tax, W-2/W-3, annual Worker's Compensation report
- Reconcile bank and credit card accounts; Record invoices to A/P, pay all invoices in a timely manner
- Provide Tax-Preparer with end-of-year Balance Sheet & Profit & Loss report

### Additional Bookkeeping Clients

Twin Valley Farm – Dave Hartwell  
JM on the Level – John Marois

2010 - present  
2018 - present

## Education

University of New Hampshire

1989-1993

Bachelors of Science in Business Administration – Cum Laude



## Dawn S. Catalanotti

### Additional Employment

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#### Cabletron Systems

Jan 1994 – Jan 1998

#### Development Firmware Test Engineer

Jan 1995-Jan 1998

- Responsible for testing firmware on specific Network Management devices for engineering
- Ran weekly MR (Modification Request) meetings providing details and prioritized reported "bugs"
- Created detailed test plans for all functionality; modified automated test scripts as needed
- Verified: new functionality, customer problems – including recreating configurations, existing bugs on other platforms applicable to current tested device

#### Release Engineer

Jan 1994-Jan 1995

- Facilitated the transfer of firmware and software products from engineering into production
- Distributed internal test versions to all internal groups, maintained archives of past releases
- Required developing positive working relationships, and coordinating with a wide variety of groups: SQA, Development, Product Support, Internal Test, Manufacturing, and Upper Management

### Skills & Interests

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Microsoft Office, Excel, Powerpoint; Quickbooks; Church Windows (fund accounting/membership software)  
Love horses & riding, outdoor activities; Assistant coach for ConVal High School Equestrian  
Team 2016-2020

Key Personnel Sheet

Name, annual salary estimate, amount of salary paid by contract

Kim Bock, \$76,000, 100% paid by contract

Dawn Catalanotti, \$55,000, 100% paid by contract

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Lori A. Shilbette  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9564 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

July 17, 2020

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

**REQUESTED ACTION**

- 1) Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing **Sole Source** agreement with New Hampshire Coalition of Recovery Residences (VC#311995), Concord, NH by adjusting the payment terms for the provision of services to certify and support recovery homes in New Hampshire, and to develop and administer a rental assistance program for residents who are entering recovery homes, with no change to the price limitation of \$750,000 and no change to the contract completion date of June 30, 2021 effective upon Governor and Council approval. 100% Other Funds (Governor's Commission Funds).
- 2) Further authorize an advance payment in the amount of \$42,905 to the New Hampshire Coalition of Recovery Residences, in accordance with the terms of the contract amendment, effective upon Governor and Council approval. 100% Other Funds (Governor's Commission Funds).

The original contract was approved by Governor and Council on October 23, 2019, item #16.

**EXPLANATION**

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be identified as sole source. Additionally, the vendor is the only vendor able to provide the necessary services. On June 21, 2019, the Governor's Commission on Alcohol and other Drugs voted to fund NHCORR. Per RSA 12-J, the Department carries out the administrative functions of the Commission.

The purpose of this request is to make adjustments to budget line items and provide an advance payment to the Contractor for State Fiscal Year 2021 activities, as funding in this contract is the Contractor's only source of revenue and the Contractor is the only organization in New Hampshire that certifies recovery homes to meet nationally recognized standards for the National Association of Recovery Residences.

Approximately forty (40) recovery homes will be certified from July 1, 2020 through June 30, 2021.

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

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

that development and provides accountability and accessibility to meet essential housing needs of individuals in recovery.

The Department monitors contracted services using the following performance measures:

- 60% of homes that are eligible for certification must complete the process within one (1) year.
- 60% of homes eligible for re-certification successfully must complete the recertification process.
- 100% of qualified concerns and complaints must receive a response.
- 90% of all rental assistance applications must receive a response within five (5) business days.

As referenced in Exhibit C-1 of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

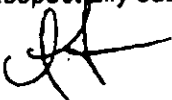
Should the Governor and Council not authorize this request New Hampshire may continue to lack sufficient adequate housing for people in need of recovery from substance use disorders, and may not have a documented certification process to ensure that recovery housing is safe, ethical and meets minimum standards set by National Alliance for Recovery Residences.

Area served: Statewide

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

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

Respectfully submitted,

  
FOIA Lori A. Shibinette  
Commissioner

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



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Recovery Housing Certification and Rental Assistance Contract**

This 1<sup>st</sup> Amendment to the Recovery Housing Certification and Rental Assistance 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 New Hampshire Coalition of Recovery Residences (NHCORR), (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 2 1/2 Beacon Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019, (Item #16), 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, 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 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. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4., by replacing it in its entirety with:
  4. Payment for said services shall be made as follows:
    - 4.1. The Contractor may invoice the Department in an amount not to exceed \$42,905 for State Fiscal Year 2021 upon Governor and Executive Council upon approval of Amendment #1. The Contractor shall ensure:
      - 4.1.1. The invoice specifically identifies the invoice as a request for an advanced payment for actual expenditures to be incurred.
      - 4.1.2. The invoice includes how funds will be utilized toward the following:
        - 4.1.2.1. Support services, in accordance with Exhibit A, Scope of Services, Subsection 2.1.;
        - 4.1.2.2. Training program, in accordance with Exhibit A, Scope of Services, Subsection 2.2.;
        - 4.1.2.3. Certification and recertification process, in accordance with Exhibit A, Scope of Services, Subsection 2.3.;
        - 4.1.2.4. Training on best practices, in accordance with Exhibit A, Scope of Services, Subsection 2.4.;
        - 4.1.2.5. Technical assistance, in accordance with Exhibit A, Scope of Services, Subsection 2.5. and Subsection 2.6.;
        - 4.1.2.6. Ombudsman services, in accordance with Exhibit A, Scope of Services, Subsection 2.9.;
        - 4.1.2.7. Recovery home concerns and complaint process, in accordance with Exhibit A, Scope of Services, Subsection 2.10.; and
        - 4.1.2.8. Rental assistance, in accordance with Exhibit A, Scope of Services, Subsection 2.12.

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



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- 4.2. Subsequent payments for State Fiscal Year 2021 shall be paid on a cost reimbursement basis in accordance with budget lines specified in Exhibit B-2, Amendment #1, as follows:
- 4.2.1. The Contractor shall submit an invoice in a form satisfactory to the State no later than the 20<sup>th</sup> day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.2.2. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.2.3. 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 only if sufficient funds are available.
2. Modify Exhibit B-2, by replacing it in its entirety with Exhibit B-2 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

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



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

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

State of New Hampshire  
Department of Health and Human Services

7/17/20  
Date

Katya S. Fox  
Name: Katya S. Fox  
Title: Director

NEW HAMPSHIRE COALITION OF RECOVERY  
RESIDENCES (NHCORR)

7/14/2020  
Date

Kristine Paquette  
Name: Kristine Paquette  
Title: Chair



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

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

OFFICE OF THE ATTORNEY GENERAL

07/22/20  
Date

Catherine Pinos  
Name:  
Title: Catherine Pinos, 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:



16 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

August 26, 2019

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

**REQUESTED ACTION**

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

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

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

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

**EXPLANATION**

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

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

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

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

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

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

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

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

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

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

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

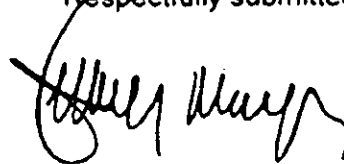
housing is safe, ethical and meets minimum standards set by NARR.

Area served: Statewide

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

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

Respectfully submitted,

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

Jeffrey A. Meyers  
Commissioner

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


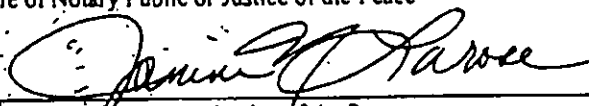
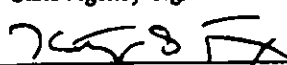

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 New Hampshire Coalition of Recovery Residences (NHCORR)		1.4 Contractor Address 188 King St. Boscowen, NH 03303	
1.5 Contractor Phone Number 603-247-3064	1.6 Account Number 05-95-92-92058510- 3382	1.7 Completion Date 6/30/2021	1.8 Price Limitation \$750,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kristine Paquette Co-Chair	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>September 10, 2019</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace JANINE N. LAROSE, Notary Public My Commission Expires July 19, 2022			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  CATHERINE PINOS On: <u>9/27/19</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.

Contractor Initials KP  
Date 9/10/19

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 Certification and Rental Assistance



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.

**2. Scope of Work**

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

VP  
Date 9/10/19



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



**Exhibit A**

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



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Recovery Housing Certification and Rental Assistance**

**Exhibit A**

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



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**3. Reporting**

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

**4. Performance Measures**

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

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

**5. Deliverables**

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

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## NARR Standard 3.0

### Introduction

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

### Outline of the Standard

**Domain 1**     *Administrative Operations*

Principle A. Operate with integrity: Standards 1-4

Principle B. Uphold residents' rights: Standards 5 and 6

Principle C. Create a culture of empowerment where residents engage in governance and leadership: Standards 7 and 8

Principle D. Develop staff abilities to apply the Social Model: Standards 9-13

**Domain 2**     *Physical Environment*

Principle E. Provide a home-like environment: Standards 14 and 15

Principle F. Promote a safe and healthy environment: Standards 16-19

**Domain 3**     *Recovery Support*

Principle G. Facilitate active recovery and recovery community engagement: Standards 20-25

Principle H. Model prosocial behaviors and relationship enhancement skills: Standard 26

Principle I. Cultivate the resident's sense of belonging and responsibility for community: Standards 27-29

**Domain 4**     *Good Neighbor*

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

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## Domains, Core Principles and Standards

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

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

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

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

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

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

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

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

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

*KP 9/10/19*

# Reference Guide

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

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

Example:

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

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

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

Example:

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

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

Example:

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

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

Example:

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

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

## 2, F,16. c.

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

*KP*  
*9/10/19*

SS-2020-BDAS-07-RECOV

Exhibit A-1

**TEST YOURSELF:**

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

Your answer:

KL  
9/10/19






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

Exhibit A-2

Certification Process



## The Steps Toward Certification

### Introduction

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

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

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

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

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

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

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



## Exhibit A-2

## Certification Process

### The Steps

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

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

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

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

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

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

**Step 4: Familiarize yourself with the Certification Resources.** After the introductory visit, we will email you a digital copy of the Certification Workbook and the Standard Guide to use along with your hard copies. The Standard Guide will be your primary reference for certification. The guide outlines the standard number (1-31) and subsections (alphabetical), the exact NARR wording of each standard and subsection, the residence level(s) which are required to prove each standard or subsection, the type of proof required, a description of the proof, and links to available sample documents or resources.

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



## Exhibit A-2

## Certification Process

NHCORR certification proof falls into four categories:

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

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

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

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

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

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

3



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

Exhibit A-2

Certification Process

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

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

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

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

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

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

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

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

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

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



Exhibit A-2

Certification Process

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

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

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



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

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**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Other Funds, Governor's Commission Funds.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget and Exhibit B-2, Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Lindy.Keller@dhhs.nh.gov](mailto:Lindy.Keller@dhhs.nh.gov), or invoices may be mailed to:

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



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

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9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

KE

9/10/19

RFP Name

Exhibit B-1

New Hampshire Department of Health and Human Services									
Contractor Name: NH Coalition of Recovery Residences									
Budget Request for: SS-1229-BDAS-07-RECOV Recovery Housing Certification and Rental Assistance									
Budget Period: 9/1/2018-4/30/2019 FFY 2019 Budget									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 142,000.00	\$ -	\$ 142,000.00	\$ -	\$ -	\$ -	\$ 142,000.00	\$ -	\$ 142,000.00
2. Employee Benefits	\$ 37,759.00	\$ -	\$ 37,759.00	\$ -	\$ -	\$ -	\$ 37,759.00	\$ -	\$ 37,759.00
3. Consultants	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
4. Equipment	\$ 3,200.00	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -	\$ 3,200.00	\$ -	\$ 3,200.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
6. Travel	\$ 7,851.00	\$ -	\$ 7,851.00	\$ -	\$ -	\$ -	\$ 7,851.00	\$ -	\$ 7,851.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
Insurance	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 890.00	\$ -	\$ 890.00	\$ -	\$ -	\$ -	\$ 890.00	\$ -	\$ 890.00
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
11. Staff Education and Training	\$ 5,300.00	\$ -	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 5,300.00	\$ -	\$ 5,300.00
12. Subcontracts/Agreements	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ 27,000.00	\$ -	\$ 27,000.00	\$ -	\$ -	\$ -	\$ 27,000.00	\$ -	\$ 27,000.00
<b>TOTAL</b>	<b>\$ 375,000.00</b>	<b>\$ -</b>	<b>\$ 375,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 375,000.00</b>	<b>\$ -</b>	<b>\$ 375,000.00</b>

Indirect As A Percent of Direct

0.0%

Contractor Name: *YR*  
Date: *2/10/19*



RFP Name

Exhibit B-2

New Hampshire Department of Health and Human Services

Contractor Name: NH Coalition of Recovery Residences

Budget Request for: SS-2020-0DAS-07-RECOV Recovery Housing Certification and Rental Assistance

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 142,000.00	\$ -	\$ 142,000.00	\$ -	\$ -	\$ -	\$ 142,000.00	\$ -	\$ 142,000.00
2. Employee Benefits	\$ 37,759.00	\$ -	\$ 37,759.00	\$ -	\$ -	\$ -	\$ 37,759.00	\$ -	\$ 37,759.00
3. Consultants	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
4. Equipment:	\$ 3,200.00	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -	\$ 3,200.00	\$ -	\$ 3,200.00
Rental	(VALUE)	\$ -	(VALUE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
6. Travel	\$ 7,851.00	\$ -	\$ 7,851.00	\$ -	\$ -	\$ -	\$ 7,851.00	\$ -	\$ 7,851.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
Insurance	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 890.00	\$ -	\$ 890.00	\$ -	\$ -	\$ -	\$ 890.00	\$ -	\$ 890.00
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
11. Staff Education and Training	\$ 5,300.00	\$ -	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 5,300.00	\$ -	\$ 5,300.00
12. Subcontracts/Agreements	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
13. Other (specify if legally mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead	\$ 27,000.00	\$ -	\$ 27,000.00	\$ -	\$ -	\$ -	\$ 27,000.00	\$ -	\$ 27,000.00
<b>TOTAL</b>	<b>\$ 375,000.00</b>	<b>\$ -</b>	<b>\$ 375,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 375,000.00</b>	<b>\$ -</b>	<b>\$ 375,000.00</b>

Indirect As A Percent of Direct

0.0%

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

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

KP  
g/11/19

Date

**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.

KP  
Date 9/10/19

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 (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

**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 STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

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

KP

9/10/19



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

Vendor Initials

kl  
Date 9/10/19



New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Vendor Name:

9/10/19  
Date

Kristine Ragneth, co chair  
Name:  
Title:

Vendor Initials KR  
Date 9/10/19

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor Name:

9/10/19  
Date

Kristine Pagnette  
Name:  
Title: Co-Chair

KP  
9/10/19

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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.

Vendor Name:

9/10/19  
Date

Kristine Lagreth  
Name:  
Title: co-chair

Vendor Initials

Date 9/10/19

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Vendor Initials

*kp*

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

Date *9/10/14*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Vendor Name:

9/10/19  
Date

Kashie Lagnette  
Name:  
Title: Contract

Exhibit G

Vendor Initials KL

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

Date 9/10/19

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

9/10/19  
Date

Kristie Hagnelle  
Name:  
Title: Co-Chair

Vendor Initials KP  
Date 9/10/19



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

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

(1) **Definitions.**

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

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Vendor Initials

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9/10/19





New Hampshire Department of Health and Human Services

Exhibit I

- i. **"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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Vendor Initials

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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

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Vendor Initials

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Date

9/10/15

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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Vendor Initials

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Date 9/10/19



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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Vendor Initials VE

Date 9/11/19



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

Katya S Fox  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

9/18/19  
Date

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

Kristine Laguettes  
Signature of Authorized Representative

Kristine Laguettes  
Name of Authorized Representative

Ci-Chase  
Title of Authorized Representative

9/10/19  
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 Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

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

Justine Pagnolle  
Name:  
Title: Co-Chair

9/10/19  
Date

Vendor Initials JP  
Date 9/10/19



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

- The DUNS number for your entity is: 117180447
- 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:

- 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:

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

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

Vendor Initials KP  
Date 9/10/19

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 thereof disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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**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

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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 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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**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/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.

*kd*  
*9/10/19*

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

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

**V. LOSS REPORTING**

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

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

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

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

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

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov

VP

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