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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

February 20, 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 exercise a **retroactive** renewal option to a **sole source** agreement with Friends of Recovery New Hampshire, d/b/a Hope for New Hampshire Recovery Vendor, 159129-B001, 140 Central Street, Manchester, New Hampshire, 03103 to continue the provision of Peer Recovery Support Services by extending the completion date from February 28, 2019 to June 30, 2019, with no change to the price limitation of \$600,000, effective retroactive to February 28, 2019 upon date of Governor and the Executive Council approval. This is a no cost amendment.

The original contract was approved by Governor and Executive Council on March 7, 2018 (Item #16B Vote 5-0).

EXPLANATION

The original agreement was **sole source** because of the Contractors' ability to provide Peer Recovery services in a timely manner and bring existing operations and staff positions to two areas of high need: Manchester and Berlin areas.

This request is **retroactive** because the Department did not receive the fully executed documents in time for the request to be heard at the February 20, 2019 meeting of the Governor and Executive Council.

The purpose of this request is to continue the provision of Substance Use Disorder Peer Recovery Support Services in response to the opioid epidemic in the Manchester and Berlin area. The Contractor operates two (2) recovery centers that provide recovery coaching, telephone recovery support services and groups. No additional funds are being requested for the extension of this contract. By extending this contract, the vendor will continue to provide required services and report data related to those services through the end of the state fiscal year.

Substance Use Disorder Peer Recovery Support Services are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities. In 2017 the State of New Hampshire experienced four hundred eighty-eight (488) deaths from drug overdoses and the Office of the Chief Medical Examiner is projecting 437 drug overdose deaths for 2018.

Hope has been providing a variety of Peer Recovery Support Services to people who are seeking to gain, maintain and/or enhance their recovery, including Recovery Coaching, Telephone Recovery Support Services and Center-based group activities. In the past year, the average number of people who accessed services was about one hundred and sixty (160) per day in Manchester and ten (10) per day in Berlin. Manchester has provided an average of eighteen (18) Recovery Coaching interactions and thirty (31) Telephone Recovery Support calls per day. In Berlin, four (4) Recovery Coaching interactions and one (1) to two (2) Telephone Recovery Support calls per day were provided. They recently made some changes in staff and programming in Berlin and numbers there are expected to increase over the coming months. Hope has been very creative in designing activities that meet the needs of their local communities and participants have remarked on the helpfulness of these services. Both sites also provide space for community-based mutual support groups in both locations.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This request allows the Department to exercise four (4) months of the renewal option.

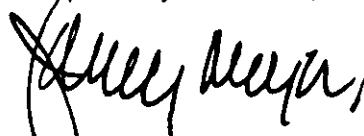
Should Governor and Executive Council not authorize this request, people who rely on these services would have no access to peer recovery support as they address their substance misuse at a time when the opioid epidemic is impacting individuals, families and communities across the State since there are no other Recovery Community Organizations providing services in the Manchester and Berlin areas.

Area served: Greater Manchester Area, North Country.

Source of Funds: 64.75% Federal Funds from Department of Health and Human Services, Centers for Medicare and Medicaid CFDA #93.778 and Department of Health and Human Service, Substance Abuse and Mental Health Administration, Center for Substance Abuse Treatment, CFDA #93.959 FAIN# T1010035 and 35.25% General Funds.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Peer Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Peer Recovery Support Services**

This 1st Amendment to the Peer Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 15th day of January 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Friends of Recovery, New Hampshire dba Hope for New Hampshire Recovery, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 140 Central Street, Manchester NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 07, 2018, (Item #16B), 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, the State and the Contractor have agreed to make changes to the payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement for four (4) months 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, 2019.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete Subparagraph 3, Section 3.1 of the General Provisions of this Contract, Effective Date/Completion of Services and replace with Subparagraph 3, Section 3.1 of the General Provisions of this Contract, Effective Date/Completion of Services, to read as follows:
 - 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 as indicated in block 1.18, this Agreement, and all obligations of the parties hereunder, shall become effective on February 28, 2019 ("Effective Date").

New Hampshire Department of Health and Human Services
Peer Recovery Support Services



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

2/12/19
Date

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

Friends of Recovery New Hampshire
dba Hope for NH Recovery

2/4/19
Date

Keith Howard
Name: Keith Howard
Title: Executive Director

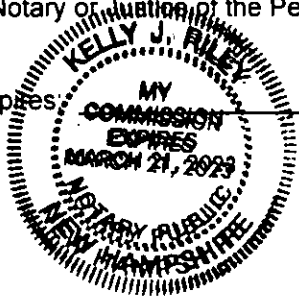
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 2/4/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____



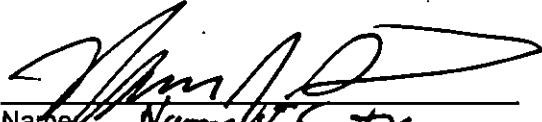
New Hampshire Department of Health and Human Services
Peer Recovery Support Services



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

OFFICE OF THE ATTORNEY GENERAL

2/21/2019
Date


Name: Nathaniel Smith
Title: Senior Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

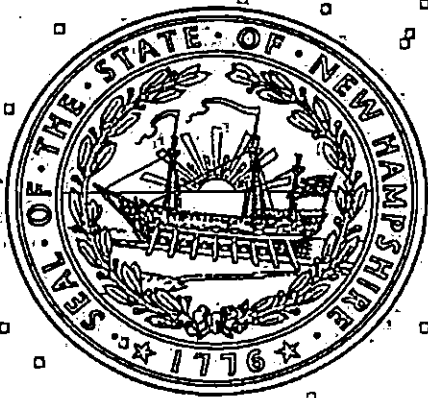
Name:
Title:

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 FRIENDS OF RECOVERY, NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 08, 2000. 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: 354680



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of March A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Friends of Recovery - NH, dba HOPE for NH Recovery
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 9/11/2019:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4 day of February, 2019.
(Date Contract Signed)

4. Keith Howard is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 4th day of February, 2019.

By [Signature]
(Name of Elected Officer of the Agency)

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

KELLY J. DILEY, Notary Public
My Commission Expires March 21, 2023
(NOTARY SEAL)

KELLY J. DILEY, Notary Public
Commission Expires: _____, 2023



FRIE0FR-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2018

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Friends of Recovery - NH, Inc. dba Hope for New Hampshire Recovery P.O. Box 358 Manchester, NH 03105	INSURER A: Mount Vernon Fire Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:			NPP2569106	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of NH - DHHS 105 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



FRIE0FR-01

JDALEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/4/2019

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

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

PRODUCER AP Intego Insurance Group, LLC 1601 Trapelo Rd Suite 280 Waltham, MA 02451	CONTACT NAME: _____	FAX (A/C, No): _____	
	PHONE (A/C, No, Ext): _____	E-MAIL ADDRESS: support@apintego.com	
INSURED Friends of Recovery-NH DBA HOPE for NH Recovery PO Box 358 Manchester, NH 03105	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FirstComp Insurance Company		27626
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ _____ \$ _____		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC0163984-04	7/8/2018	7/8/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

WIECZOREK INS INC
166 CONCORD ST
MANCHESTER, NH 03104

PROGRESSIVE
COMMERCIAL

Named insured

FRIENDS OF RECOVERY- NH
INC.
HOPE FOR NEW HAMPSHIRE RE
P.O. BOX 358
MANCHESTER, NH 03105

Policy number: 07945339-0

Underwritten by:
United Financial Casualty Company
August 14, 2018
Policy Period: Aug 3, 2018 - Aug 3, 2019
Page 1 of 2

progressiveagent.com

Online Service

Make payments, check billing activity, print policy documents, or check the status of a claim.

1-603-668-3311

WIECZOREK INS INC

Contact your agent for personalized service.

1-800-444-4487

For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage has changed

Your coverage began the later of August 3, 2018 at 12:01 a.m. or at the time your application is executed on the first day of the policy period. This policy period ends on August 3, 2019 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852NH (01/15), 4757NH (11/04), 4852NH (11/04), 4881NH (03/12) and 2228 (01/11).

The named insured organization type is a corporation.

Policy changes effective August 3, 2018

Premium change:	-\$778.00
Changes:	The history of violations has changed.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$2,370
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	\$1,000,000 combined single limit		132
Medical Payments	\$5,000 each person		89
Comprehensive			212
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			844
See Auto Coverage Schedule	Limit of liability less deductible		
Total 12 month policy premium			\$3,647

Rated drivers

1. KELLY RILEY
2. ANDREW MOSER
3. MIKE GURNARI

Auto coverage schedule

1. **2015 Ford T-150 Transit W** Stated Amount: *\$25,000 (including Permanently Attached Equip)
 VIN: 1FMZK1YM9FKB21021 Garaging Zip Code: 03103 Radius: 100

Liability Premium	Liability \$2,370	UM/UIM BI \$132	Med Pay \$89		
Physical Damage Premium	Comp Deductible \$100	Comp Premium \$212	Collision Deductible \$500	Collision Premium \$844	Auto Total \$3,647

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discounts

Policy	
07945339-0	Business Experience and Package

Company officers

Patricia M. Courton

Secretary

Hope for NH Mission statement as Approved by the Board at the Strategic Planning session 5/30/2017 @ Velocity-Hub, 900 Elm, Manchester

Our mission is to support people impacted by addiction through lived experience on their path to wellbeing.

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

MANCHESTER, NEW HAMPSHIRE

FINANCIAL STATEMENTS

JUNE 30, 2017

Bigelow
& COMPANY

CERTIFIED PUBLIC ACCOUNTANTS, PLLC

500 COMMERCIAL STREET
MANCHESTER, NH 03101
TEL: 603.627.7659
FAX: 603.626.0617

500 MARKET STREET, SUITE 5
PORTSMOUTH, NH 03801
TEL: 603.433.7383
FAX: 603.433.7298

WWW.BIGELOWCPA.COM

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MANCHESTER, NH 03101
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FAX: 603.626.0617

500 MARKET STREET, SUITE 5
PORTSMOUTH, NH 03801
TEL: 603.433.7383
FAX: 603.433.7298

WWW.BIGELOWCPA.COM

Independent Accountants' Review Report

To the Board of Directors
Friends of Recovery NH
d/b/a Hope for NH Recovery
Manchester, New Hampshire

We have reviewed the accompanying financial statements of Friends of Recovery NH d/b/a Hope for NH Recovery (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and change in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Organization management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountants' Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Bigelow & Company

BIGELOW & COMPANY
Certified Public Accountants, PLLC

October 6, 2017

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

STATEMENTS OF FINANCIAL POSITION,
SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

	<u>June 30,</u>	
	<u>2017</u>	<u>2016</u>
ASSETS		
Current Assets:		
Cash	\$ 253,096	\$ 127,801
Accounts receivable	76,686	48,817
Prepaid expenses	10,239	472
Total Current Assets	340,021	177,090
Property and Equipment:		
Office equipment	12,754	3,054
Vehicles	45,000	45,000
Leasehold improvements	904,678	-
	962,432	48,054
Less accumulated depreciation	35,979	6,732
Net Property and Equipment	926,453	41,322
Other Assets:		
Security deposits	3,708	-
	\$ 1,270,182	\$ 218,412

The accompanying notes are an integral part of the financial statements

	<u>2017</u>	<u>June 30,</u> <u>2016</u>
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	\$ 259,909	\$ 31,874
Accrued payroll and related withholdings	15,299	10,117
Deferred program revenue	<u>12,000</u>	<u>20,500</u>
Total Current Liabilities	<u>287,208</u>	<u>62,491</u>
Net Assets:		
Unrestricted	880,805	102,921
Temporarily restricted	<u>102,169</u>	<u>53,000</u>
Total Net Assets	<u>982,974</u>	<u>155,921</u>
	<u>\$ 1,270,182</u>	<u>\$ 218,412</u>

The accompanying notes are an integral part of the financial statements

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS

FOR THE YEAR ENDED JUNE 30, 2017

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Operating Support and Revenue:			
Contributions	\$ 226,662	\$ -	\$ 226,662
Grants	50,635	1,287,721	1,338,356
Fundraising events	90,581	-	90,581
Program service revenue	245,455	-	245,455
In-kind donations	43,005	-	43,005
Interest income	2	-	2
Net assets released from restrictions	<u>1,238,552</u>	<u>(1,238,552)</u>	<u>-</u>
Total Operating Support and Revenue	<u>1,894,892</u>	<u>49,169</u>	<u>1,944,061</u>
Expenditures:			
Program expenses	937,623	-	937,623
Management expenses	144,148	-	144,148
Fundraising expenses	<u>35,237</u>	<u>-</u>	<u>35,237</u>
Total Expenditures	<u>1,117,008</u>	<u>-</u>	<u>1,117,008</u>
Change in Net Assets	777,884	49,169	827,053
Net Assets, Beginning of Year	<u>102,921</u>	<u>53,000</u>	<u>155,921</u>
Net Assets, End of Year	<u>\$ 880,805</u>	<u>\$ 102,169</u>	<u>\$ 982,974</u>

The accompanying notes are an integral part of the financial statements

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS

FOR THE YEAR ENDED JUNE 30, 2016

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Operating Support and Revenue:			
Contributions	\$ 221,115	\$ -	\$ 221,115
Grants	4,000	105,000	109,000
Fundraising events	20,570	-	20,570
Program service revenue	196,600	-	196,600
In-kind donations	62,705	-	62,705
Interest income	60	-	60
Net assets released from restrictions	<u>66,193</u>	<u>(66,193)</u>	<u>-</u>
Total Operating Support and Revenue	<u>571,243</u>	<u>38,807</u>	<u>610,050</u>
Expenditures:			
Program expenses	399,572	-	399,572
Management expenses	99,475	-	99,475
Fundraising expenses	<u>13,922</u>	<u>-</u>	<u>13,922</u>
Total Expenditures	<u>512,969</u>	<u>-</u>	<u>512,969</u>
Change in Net Assets	58,274	38,807	97,081
Net Assets, Beginning of Year	<u>44,647</u>	<u>14,193</u>	<u>58,840</u>
Net Assets, End of Year	<u><u>\$ 102,921</u></u>	<u><u>\$ 53,000</u></u>	<u><u>\$ 155,921</u></u>

The accompanying notes are an integral part of the financial statements

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2017

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

	<u>Program Service</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Programs	\$ 1,326	\$ -	\$ -	\$ 1,326
Employment costs	662,269	57,589	-	719,858
Payroll taxes	58,269	5,439	-	63,708
Benefits	13,339	1,160	-	14,499
Consultants and contractors	-	12,667	15,000	27,667
Fundraising events	-	-	20,237	20,237
Travel	1,175	2,490	-	3,665
Office supplies and expenses	33,935	5,988	-	39,923
Marketing and website	-	17,971	-	17,971
Rent	89,102	22,276	-	111,378
Professional fees	2,956	3,722	-	6,678
Insurance	4,594	837	-	5,431
Public relations	-	117	-	117
Depreciation expense	29,247	-	-	29,247
Telephone	9,763	4,184	-	13,947
Repairs and maintenance	15,971	3,992	-	19,963
Utilities	7,654	1,913	-	9,567
License, permits, and fees	611	1,424	-	2,035
Professional dues and memberships	-	1,397	-	1,397
Miscellaneous	7,412	982	-	8,394
	<u>\$ 937,623</u>	<u>\$ 144,148</u>	<u>\$ 35,237</u>	<u>\$ 1,117,008</u>
Total Functional Expenses				

The accompanying notes are an integral part of the financial statements

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2016

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

	<u>Program Service</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Programs	\$ 12,192	\$ -	\$ -	\$ 12,192
Employment costs	272,348	22,875	-	295,223
Payroll taxes	23,635	2,188	-	25,823
Benefits	11,108	831	-	11,939
Consultants and contractors	-	57,357	-	57,357
Fundraising events	-	-	13,922	13,922
Travel	1,509	1,832	-	3,341
Office supplies and expenses	24,714	3,173	-	27,887
Marketing and website	206	1,115	-	1,321
Rent	30,145	-	-	30,145
Professional fees	756	5,267	-	6,023
Insurance	5,581	856	-	6,437
Public relations	50	216	-	266
Meals	-	104	-	104
Depreciation expense	4,760	-	-	4,760
Telephone	2,304	1,028	-	3,332
License, permits, and fees	211	527	-	738
Meetings	2,525	-	-	2,525
Professional memberships	38	1,185	-	1,223
Miscellaneous	7,490	921	-	8,411
	<u>\$ 399,572</u>	<u>\$ 99,475</u>	<u>\$ 13,922</u>	<u>\$ 512,969</u>
Total Functional Expenses				

The accompanying notes are an integral part of the financial statements

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

STATEMENTS OF CASH FLOWS

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

	<u>Increase (Decrease) in Cash</u> <u>For the Years Ended</u> <u>June 30,</u>	
	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 827,053	\$ 97,081
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation expense	29,247	4,760
Donated property and equipment included in contributions	(9,700)	(45,000)
(Increase) decrease in assets:		
Accounts receivable	(27,869)	(48,817)
Prepaid expenses	(9,767)	232
Increase (decrease) in liabilities:		
Accounts payable	228,035	31,874
Accrued expenses	5,182	10,117
Deferred revenue	(8,500)	20,500
 Total Adjustments	 <u>206,628</u>	 <u>(26,334)</u>
 Net Cash Provided by Operating Activities	 <u>1,033,681</u>	 <u>70,747</u>
 Cash Flows From Investing Activities:		
Payment of security deposits	(3,708)	-
Purchase of property and equipment	(904,678)	-
 Net Cash Used in Investing Activities	 <u>(908,386)</u>	 <u>-</u>
 Net Increase in Cash	 125,295	 70,747
Cash, Beginning of Year	<u>127,801</u>	<u>57,054</u>
 Cash, End of Year	 <u>\$ 253,096</u>	 <u>\$ 127,801</u>
 Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	\$ -	\$ -
Cash paid during the year for income taxes	-	-

The accompanying notes are an integral part of the financial statements

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2017 AND 2016

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

1. ORGANIZATION AND BASIS OF PRESENTATION

Organization

Friends of Recovery NH d/b/a Hope for NH Recovery (the Organization) is a nonprofit organization incorporated in New Hampshire. The Organization raises awareness and educates the general public about the nature of addiction, the effectiveness of treatment, and the value of hope and recovery. The Organization's activities include community awareness and education initiatives, addiction care management, peer-to-peer services, and workplace wellness programs.

Basis of Presentation

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

Unrestricted net assets – Net assets that are not subject to any donor-imposed stipulations.

Temporarily restricted net assets – Net assets subject to donor-imposed restrictions on their use that may be met either by actions of the Organization or the passage of time.

Permanently restricted net assets – Net assets subject to donor-imposed or other legal restrictions requiring that the principal be maintained permanently by the Organization. Generally, the donors permit the Organization to use all or part of the income earned for either general or donor-specified purposes.

Contributions that are restricted by the donor are recorded in temporarily or permanently restricted net assets based on the nature of the restrictions.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounts Receivable

The Organization carries its accounts receivable at their estimated collectible amounts. On a periodic basis, the Organization evaluates its accounts receivable and establishes an allowance for doubtful accounts based on current credit conditions. The Organization does not accrue interest on accounts receivable and accounts are written off after all reasonable attempts to collect have been made.

In-Kind Contributions and Contributed Services

The Organization receives various types of in-kind support, including services, materials, supplies, and other tangible assets. Contributions of tangible assets are reflected as contributions at their fair value at date of donation and like amounts included in expenses or assets. The Organization recognizes the fair value of contributed services received if such services, a) create or enhance nonfinancial assets or b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not contributed.

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2017 AND 2016

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In-Kind Contributions and Contributed Services (Continued)

The Organization receives services from a large number of volunteers who give significant amounts of their time to the Organization's programs but which do not meet the criteria for financial statement recognition. For the year ended June 30, 2017, volunteers donated approximately 16,000 hours with an estimated value of \$160,000.

The Organization's chief executive officer had agreed to serve for one year with no compensation. The officer vacated this position in December 2016. For the year ended June 30, 2017, the estimated value of these services is \$57,500.

The Organization leases space for a recovery center in Franklin, NH and has an agreement to abate the rent from August 1, 2016 through November 30, 2017. For the year ended June 30, 2017, the estimated value of this contribution is \$14,663.

Property and Equipment

Property and equipment is stated at cost if purchased, or at fair value at the time of the gift, if donated, less accumulated depreciation. Assets are depreciated over their estimated useful lives using accelerated and straight-line methods. Maintenance and repairs are charged to expense when incurred. Upon retirement or other disposition, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in earnings. Depreciation for the years ended June 30, 2017 and 2016 amounted to \$29,247 and \$4,760, respectively.

Program Revenue

Program revenue is recognized at the time the services are provided. Program fees received prior to June 30 for future programs are deferred at June 30.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited based upon management's estimate of the relative effort expended for the related function.

Income Taxes

The Organization is a non-profit organization and is exempt from paying federal income taxes under Internal Revenue Code Section 501(c)(3). However, certain activities of exempt organizations, to the extent profitable, may be subject to federal and state taxation as unrelated business income. No provision for income taxes has been made in these financial statements as management has identified no tax liability.

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2017 AND 2016

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (Continued)

Management has evaluated significant tax positions against the criteria established by professional standards and believes there are no such tax positions requiring accounting recognition in the financial statements. Management does not believe its evaluation of tax positions will significantly change within twelve months of June 30, 2017. Any changes in tax positions will be recorded when the ultimate outcome becomes known. Any interest and penalties would be classified as part of income taxes, if applicable. The Organization's income tax returns are subject to examination by taxing authorities generally for years ended after June 30, 2013.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Material estimates that are particularly susceptible to change include the fair value of investments, the allowance for uncollectible pledges, and the functional allocation of expenses.

Reclassifications

Certain reclassifications have been made to the June 30, 2016 financial statements to conform to the June 30, 2017 financial statement presentation. Such reclassifications had no effect on the change in net assets as previously reported.

3. CONTINGENCIES

The New Hampshire Community Development Finance Authority (CDFA) awarded \$615,000 in state tax credits to be used by the Organization in developing a recovery center in Manchester, NH. Under this program, the Organization receives 80% or \$492,000, in funding for its center. The CDFa required a leasehold mortgage and security interest in the Organization's Manchester center. The Organization, or another non-profit entity approved by the CDFa, must remain as tenant of the leased premises for a period of ten years from the contract start date in January 2017. Additional requirements include compliance with the premise's lease agreement, adequate insurance coverage, and timely payment of all taxes or assessments. The CDFa security interest will self-amortize over ten years. If the Organization does not meet all requirements of the agreement, the unamortized balance will be immediately due and payable to the CDFa. The Organization received \$316,000 in funds during the fiscal year ended June 30, 2017 and expects to receive the remainder in fiscal year 2018.

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2017 AND 2016

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

3. CONTINGENCIES (CONTINUED)

The City of Manchester New Hampshire approved \$300,000 in Community Development Block Grant funding for the development of the recovery center in Manchester, NH in the form of a forgivable loan. The loan has an interest rate of 0% and a five-year period commencing June 30, 2016. If, at the end of the five-year period, all requirements have been met, the entire loan shall be forgiven. If the Organization does not meet the requirements of the agreement, the loan in its entirety shall be due and payable to the City. The agreement requires that, among other things, at least 70% of the program's participants meet low-to-moderate income guidelines. The Organization is required to submit annual beneficiary reports during the five-year term.

4. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes as of June 30:

	<u>2017</u>	<u>2016</u>
Franklin, NH recovery center development	\$ 3,362	\$ 25,000
Grant writing	1,800	28,000
Berlin/Franklin grant	33,401	-
Operating expenses	25,000	-
Program development	10,000	-
Program expenses	3,490	-
Volunteer coordinator compensation	15,116	-
Workplace initiative	<u>10,000</u>	<u>-</u>
	<u>\$ 102,169</u>	<u>\$ 53,000</u>

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2017 AND 2016

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

5. OPERATING LEASES

The Organization leases office and recovery center facilities, as follows:

<u>Description</u>	<u>Term</u>	<u>Rents</u>
Recovery center, Berlin, NH	tenant-at-will	\$ 1,650/mo.
Recovery center, Concord, NH (related party)	5/01/2016 to 6/30/2021, two 5-year extensions	\$ 18,000/yr.
Recovery center, Franklin, NH (8/1/16 to 11/30/17 as in-kind donation, 12/1/17 to 8/31/18 payable at \$1,333 per month)	8/01/2016 to 8/31/2018, one 2-year extension	\$ 1,333/mo.
Recovery center, Claremont, NH (related party)	9/01/2016 to 8/31/2019 two 3-year extensions	\$ 1,550/mo.
Recovery center and office space, Manchester, NH	6/01/2016 to 5/31/2031 two 5-year extensions	\$ 2,290/mo.
Recovery center, Newport, NH	tenant-at-will	\$ 250/mo.

The following is a schedule of future minimum lease payments as of June 30, 2017:

Year ending June 30, 2018	\$ 79,115
Year ending June 30, 2019	71,928
Year ending June 30, 2020	54,339
Year ending June 30, 2021	52,302
Year ending June 30, 2022	27,474
Thereafter	<u>244,977</u>
	<u>\$ 530,135</u>

6. RELATED PARTY TRANSACTIONS

The Organization leases its Claremont, NH recovery center from a company owned by a member of the Organization's board of directors. Total rent expense was \$15,500 for the year ended June 30, 2017.

The Organization leases its Concord, NH recovery center from a company owned by the former chief executive officer. Total rent expense was \$19,200 for the year ended June 30, 2017.

The Organization leases its Manchester, NH offices and recovery center from a company related to a member of the Organization's board of directors. Total rent expense was \$27,474 for the year ended June 30, 2017.

FRIENDS OF RECOVERY NH
D/B/A HOPE FOR NH RECOVERY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2017 AND 2016

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

7. CONCENTRATIONS

Credit Risk

Financial instruments that potentially expose the Organization to concentrations of credit risk are primarily cash and cash equivalents. The Organization maintains its cash in one financial institution located in New Hampshire. At June 30, 2017, the amounts on deposit in this financial institution did not exceed the limits insured by the Federal Deposit Insurance Corporation.

Sources of Support

The Organization had three grantors that accounted for approximately 55% of total contributions for the year ended June 30, 2017.

8. CASH FLOW INFORMATION

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. There were no cash equivalents at June 30, 2017 and 2016.

Non-cash investing activity in 2017 and 2016 consisted of acquiring property and equipment through in-kind donations of \$9,700 and \$45,000, respectively.

9. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the financial statement date but before the financial statements are available to be issued. The Organization has evaluated these events through October 6, 2017.

The Organization closed the Newport, NH recovery center in July 2017 and consolidated the services provided with the Claremont, NH location.

Hope Board Member list 1.2019

Name	Officers	Professional Affiliations	Start	Additional term	Email	Phone
Joseph Graham	Chair	President of iHeart Media NH	5/9/17		joeqraham@iheartmedia.com	603-488-1815
Scott Bickford	Past-Chair	Cofounder & CEO OF Air Planning, LLC	9/2016		sbickford@airplanning.com	617-480-0073
Kathie Sanders	Treasurer	CFO, The Anagnost Companies	1/2017		kathies27@comcast.net	603-315-6225
Robert Kelly	Secretary	MLADAC	8/2015	8/2017	amethystfoundation@myfairpoint.net	603-679-2100
Melissa Crews			1/2017		crewsamct@gmail.com	603-714-9136 -C
Margo Compagna			11/2016	9/11/18	margoc1015@gmail.com	603-491-2212
William O'Grady		First VP Merrill Lynch/Wealth Mgmt Advisor	5/8/18		william.ogrady@ml.com	603-548-6029
Russell Ouellette		Quirk Motors	5/8/18		aldouellette@gmail.com	603-661-0903
Ryan Gagne		New England Recovery & Wellness	5/8/18		rgagne@newenglandraw.com	603-438-3276
Jason Snook		Aware Recovery Care	9/11/18		jasonsnook19@yahoo.com	603-498-1225
David Slawsky		Nixon, Vogelman, Slawsky & Simoneau P.A.	9/11/18		dslawsky@davenixonlaw.com	603-669-7070
Michael Ramshaw		New Hampshire Fisher Cats, President	1/1/19			

Keith B. Howard

A community builder, communicator and leader with 20 years' experience guiding change and improvement in schools, residential placements, theaters and congregations. A subtle yet powerful executive who brings out the best in everyone he works with, whatever limiting labels they may have. A proven fundraiser and spokesman who communicates clearly with people from academics to journalists to the homeless.

Highlights of Qualifications

- Spearheaded cultural transformation of Liberty House from isolated, resentful program into full membership in the Manchester community
- Directed/grew three innovative and successful alternative high school programs recognized as state-wide models
- Founder/director Clearway Improvisational Theater; performed nationally for more than 25,000 audience members
- Written successful grant proposals of more than \$100,000 at federal, state and local levels
- Certified as a principal, reading specialist, elementary educator and English teacher
- Published non-fiction and fiction in both academic journals and general-interest publications

Experience

Leadership/Supervision

- Increased successful completion rate at Liberty House by 500% in less than one year
- Improved employment rate at Liberty House from 10% one year ago to 70%
- Oversaw and managed budgets from collaborative creation to implementation to reporting
- Tripled enrollment and quadrupled attendance rate at Equity II; created state-wide alternative model
- Mentored and supervised more than a hundred teaching and counselling staff
- Administered special-education programs at Clearway and Goffstown Area High School
- Led communities ranging in size from a dozen to more than a hundred and in age from seven to 74 years old

Writing/Public Speaking/Fundraising

- Presented workshops, in-service training and lectures to varied audiences on such topics as homelessness, services for the dually diagnosed, teenage sexuality, dropout prevention, adult literacy, learning styles and alternative education
- Performed locally and nationally with the Northern New England Social Change Theater

- Turned the Clearway Improvisational Theater into a profitable operation through creation of pay-per-performance agreements with school districts, conference organizers and colleges nation-wide
- Hosted radio talk show; wrote, produced and delivered three daily radio newscasts
- Wrote award-winning newspaper features. Nominated "European Military Journalist of the Year"

Teaching/Working with Various Populations

- Taught elementary students through adults with such labels as emotional and behavioral disorders, mental illness, mental retardation and learning disabilities
- Provided support and supervision for adults with mental retardation, mental illness, substance abuse or combinations of the three.
- Taught second grade, designing writing program; English as a Second Language to new immigrants; high school English; theater, economics; reading; prepared long-term welfare recipients for GED
- Wrote and implemented Individual Education Programs for students with a variety of disabilities

Work History

2012-2017	Executive Director	Liberty House Veterans Transitional Home, Manchester, NH
2008-2012	Residential Manager	Independent Services Network, Manchester, NH
2007-2008	Reading Teacher	Academy of Learning and Technology, Nashua School District
2005-2006	Teacher	Jolicoeur School, Manchester, NH
2000-2004	Director/Teacher	Founded Goffstown Alternative Program
1995-2000	Director/Teacher	Equity II Alternative School, John Stark High School, Weare, NH
1987-1994	Director	Clearway Alternative High School, Nashua, New Hampshire

Education

1990-1992	M.Ed School Administration	Rivier College, Nashua, NH GPA: 4.0 (4.0)
1984-1986	Ministerial Studies	Gordon-Conwell Seminary, Hamilton, MA GPA: 3.7 (4.0)
1982-1984	Reading Specialist Program	UNH, Durham, NH GPA 3.6 (4.0)
1981-1982	B.A. in English Teaching	UNH, Durham, NH GPA: 3.6 (4.0)

Karla A. Gallagher

- Experience**
- Oct. 2012- Present FOR-NH (HOPE for NH-Recovery) Manchester, NH
Finance & Administration
- Employee payroll
 - Vendor payments, customer invoicing, contract billing
 - Administrative Duties, maintain agency calendar
 - Recovery Coaching
 - Budgets, month-end reconciliation and reporting
 - Coordinate Community Outreach, Social Advocacy
- 2009-Feb. 2012 Londonderry Presbyterian Church Londonderry, NH
Bookkeeper (using Quickbooks on-line)
- Employee Payroll , IRS payments and reporting
 - Vendor Payments, negotiate cost savings
 - Budgets, month-end reconciliation and reporting
- 2006-Feb. 2012 Londonderry Presbyterian Church Londonderry, NH
Children's Ministry Coordinator
- Facilitate Sunday Christian education volunteers and child care children
 - Plan and execute extra events with volunteers for children
- 1988–Present Weight Watchers Various Locations in NH
Meeting Receptionist
- Weigh and process meeting members
 - Complete meeting room Tally (paperwork)
 - Promote product sales, member success and retention
- 1987–2000 Geac Computers Nashua, NH & Tampa, FL
Billing & A/R, Customer Service, Purchasing
- Sales invoicing, cash application, account reconciliation
 - Field service billing, customer service parts order processing
 - Plan, order and expedite materials based on usage and production schedule
- Education**
- 1983–1984 Quincy College Quincy, MA
- Computer Science
 - Certified CCAR Recovery Coach and Trainor
 - Certified Recovery Support Worker (Licensed in NH)
- Interests**
- Gardening, reading, crafting
- References**
- Available upon Request



David R Coté

Software Experience

Adobe CC - Photoshop, Bridge, InDesign, Acrobat Pro, Illustrator, Animate, Premier, Audition, and Dreamweaver using both PC and Mac
WordPress, Weebly, HTML5, CSS, Constant Contact, Mail Chimp, Social Media, Microsoft Office, Codereadr

Education

Mount Washington College, Manchester, NH BS, Digital Media *Summa Cum Laude* - 2015
Hesser College, Manchester, NH AS, Graphic Design - 2011
Certified Recovery Service Worker certification Pending

Employment

Hope for NH Recovery, Manchester, NH - Media & Information/Data Quality Analyst/Recovery Coach
2015 - Present

- Design all print and digital promotional items
- Maintain website and three social media pages using best practices
- Update and create forms, event fliers and posters to ensure consistent branding standards
- Create a monthly e-newsletter
- Serve on the development team, and campaign committees
- Liaison to affiliate company regarding website infrastructure and software implementation
- Provide light IT support and back end web hosting duties for organization
- Guide those seeking a recovery lifestyle, assisting members find resources, including treatment, insurance, transportation, food and health care
- Recovery Coach for the on-call Hospital Emergency Department program
- Responsible for data collection, data audits, training staff on technology for data collection, and policy enforcement

Coté Photography, Manchester, NH – Photographer 1989 – Present
Established ownership of family business in 2001

- Website design and creation
- Studio, event, public relations. and light commercial photography
- Retouch and restore photographs using pre and post computer skill sets
- All duties required for a small business such as maintaining a general ledger, sales, quality control, accounts payable/receivable, various office duties, and customer service

Serenity Place, Manchester, NH – Marketing and Communications Associate 2014 – 2015

- Designed and created all printed and digital promotional items
- Website design, creation and maintenance focused on prime search engine optimization
- Stimulated engagement and growth of social media page using best practices
- Updated and created more than 350 forms to ensure consistency of branding standards
- Created and nurtured a network of media and other field-specific contacts
- Provided support for Development Director and Chief Executive Officer
- Created a variety of videos and PowerPoint slideshows for annual fund-raiser and social media

Volunteerism

Rally4Recovery NH/We Believe in Recovery Rally/Inspired Recovery Event Committee 2015-Present
Manchester Recovery Community Center Planning Committee 2015
Serenity Place Development Committee and Event Committee 2010-2015

ADAM SCALINGI

To become a Recovery Coach and move my way up in the HOPE Organization.

EXPERIENCE

JANUARY 2018 - PRESENT

CENTER MANAGER, HOPE FOR NH RECOVERY

Overseeing staff members. Working as a Peer to Peer support worker. Helping members get into detox, 28 day programs, sober living. Dealing with different issues that come up in a day to day basis

APRIL 2018 – PRESENT

PROGRAM DIRECTOR, RICHIE'S RECOVERY RESIDENCES

Managed a 15 man Sober living facility, responded to and placed new clients into sober living.

EDUCATION

MAY 2013

MASTERS POLITICAL SCIENCE, NYU

Graduated with a 3.7 GPA , Brother of Sigma Pi Fraternity

MAY 2005

BACHELORS POLITICAL SCIENCE , NYU

3.5 GPA

SKILLS

- Member of The US Army Achieved rank of Captain completed four tours of duty. MOS 11 Bravo, 10th Mountain Division 2nd Infantry Brigade Combat Team. Purple Heart with cluster bronze and silver stars

ACTIVITIES

I work a strong program of recovery that has kept me sober for over a year now. I am passionate about recovery and helping the newcomer.

**Friends of Recovery NH
Db/ HOPE for NH Recovery**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Keith Howard	Executive Director	\$50,000	0	
Karla Gallagher	Executive Administrator	\$45,000	0	
David Cote	Data Analyst	\$40,000	0	
Adam Scalingi	Manchester Center Manager	\$15.00 p/hr	0	



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

16B
mac

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

March 1, 2018

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, Bureau of Drug and Alcohol Services, to enter into a **retroactive, sole source** agreement with Friends of Recovery, New Hampshire, dba Hope for New Hampshire Recovery Vendor ,159129-B001 with a mailing address of 140 Central Street, Manchester, New Hampshire, 03103, in an amount not to exceed \$600,000 to provide Peer Recovery Support Services to be effective **retroactive** to March 1, 2018, upon date of Governor and the Executive Council approval" through February 28, 2019. 64.75% Federal Funds and 35.25% General Funds.

#2 Contingent upon approval of requested action #1, authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services to make an advance payment of \$150,000 to Friends of Recovery, New Hampshire, dba Hope for New Hampshire Recovery Vendor #TBD,159129-B001 to be used for program operations and staffing activities to provide Peer Recovery Support Services.

Funds are available in the following account(s) for SFY 2018 and SFY 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-47-470010-79480000, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: MEDICAID & BUSINESS POLICY OFFICE, OFFICE OF MEDICAID AND BUSINESS POLICY MEDICAID CARE MANAGEMENT

Fiscal Year	Class/Account	Class Title	Total Amount
SFY 2018	101-500729	Medical Payments to Providers	\$152,500
SFY 2019	101-500729	Medical Payments to Providers	\$152,500
		Subtotal	\$305,000

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES

Fiscal Year	Class/Account	Class Title	Total Amount
SFY 2018	102-500731	Contracts for Program Services	\$295,000
		Subtotal	\$295,000
		Grand Total	\$600,000

EXPLANATION

Request Action #1 is **sole source** because the vendor is uniquely positioned to continue to provide peer recovery support services in three regions of the State. The vendor operates the three centers in Manchester, Franklin and Berlin and serves as one of the only resources providing these comprehensive services in those communities. The request is **retroactive** to March 1, 2018 because the vendor would be unable to continue to operate the centers without disruption given the uncertainty of available funds and the timing of staff and lease notifications.

Requested Action #2 is to allow for Friends of Recovery, New Hampshire, dba Hope for New Hampshire Recovery to access funds to maintain these critical services.

Funds in this agreement will be used by the vendor to provide Peer Recovery Support Services to any individual in the three regions seeking such services, which shall include, but not be limited to: Individual in-center coaching sessions; Telephone Recovery Support Services; and Community/Peer Led groups and activities that focus on education, employment, health and wellness, life skills, coping, symptom management, and 'sober' social activities.

Substance Use Disorder Peer Recovery Support Services are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities. In 2016 the State of New Hampshire experienced four hundred eighty-five (485) deaths from drug overdoses and the Office of the Chief Medical Examiner reports 395 deaths through January 23, 2018 with 90 cases still pending.

Should Governor and Executive Council not authorize this Request, two of the three centers will cease operations, leaving hundreds of individuals who rely on these services without access to peer recovery support as they address their substance misuse at a time when the opioid epidemic is impacting individuals, families and communities across the State.

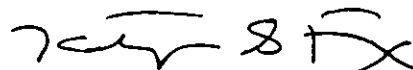
As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Area served: Greater Manchester Area, North Country, and Winnepesaukee Region

Source of Funds: 64.75% Federal Funds from Department of Health and Human Services, Centers for Medicare and Medicaid CFDA #93.778 and Department of Health and Human Service, Substance Abuse and Mental Health Administration, Center for Substance Abuse Treatment, CFDA #93.959 FAIN# TI010035 and 35.25% General Funds.

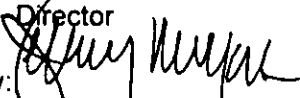
In the event that the Federal (or Other) Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: #SS-2018-BDAS-13-PEERR - Peer Recovery Support Services


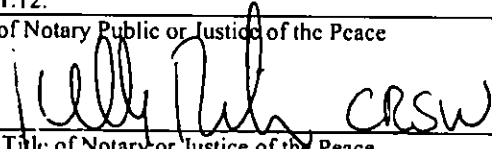


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Friends of Recovery, New Hampshire dba Hope for New Hampshire Recovery		1.4 Contractor Address 140 Central Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-935-7524	1.6 Account Number 010-092-33840000-500731 & 05-95-47-470010-7948-101- 500729	1.7 Completion Date 02/28/2019	1.8 Price Limitation \$ 600,000.00
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Melissa Crews Executive Director	
1.13 Acknowledgement: State of _____, County of _____ On <u>3-1-18</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]		KELLY J. RILEY, Notary Public My Commission Expires May 1, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Kelly Riley CRSW			
1.14 State Agency Signature  Date: <u>3/1/18</u>		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Cole - Attorney 3/2/18</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

Contractor Initials MC
Date 3-1-18

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials MC
Date 3-1-18



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide Peer Recovery Support Services in the New Hampshire Regional Public Health Network located in:
 - 1.3.1. Greater Manchester area
 - 1.3.2. North Country
 - 1.3.3. Winnepesaukee Region
- 1.4. For the purpose of this Contract, any reference to days shall be a reference to calendar days.
- 1.5. For the purposes of this Contract, the Contractor shall be identified as sub-recipient in accordance with the provisions of 2 CFR 200.330 and 2 CFR 200.331.

2. Scope of Services

- 2.1. The Contractor shall provide the minimum number of services of Peer Recovery Coaching and Telephone Recovery Support Services annually as follows:
- 2.2. Serve all individuals who seek peer recovery support services in the three regions. The Contractor shall provide PRSS, which shall include, but not be limited to:
 - 2.2.1. Individual in-center coaching sessions;
 - 2.2.2. Telephone Recovery Support Services
 - 2.2.3. Community/Peer Led groups and activities that focus on education, employment, health and wellness, life skills, coping, symptom management, and 'sober' social activities.
- 2.3. The Contractor shall work to reduce the stigma of Substance Use Disorder (SUD) through a variety of education outreach activities, at no cost to the Department which include, but are not limited to:
 - 2.3.1. An annual rally for recovery events, lectures, or panel discussions.
 - 2.3.2. One (1) community wide event per location per year which shall include the local community of recovery and families.

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- 2.3.3. No State funds shall be used for fundraising activities.
- 2.4. The Contractor shall ensure staff receive orientation which includes training in accordance with CAPRSS standards and relative to confidentiality and privacy. Each new and current staff member shall have a staff development plan within his or her HR file.
- 2.5. The Contractor shall maintain CAPRSS accreditation throughout the term of the contract and provide documentation confirming this requirement to the Department upon request.
- 2.6. The Contractor shall open and maintain a Recovery Center in the region defined in Section 1.3 that meets CAPRSS standards. Upon the effective date of the contract the Contractor shall provide the hours and days of operation for the location listed in Section 1.3. The Recovery Center shall:
- 2.6.1. Be open, and accessible, at a minimum of eight (8) hours per day, be open a minimum of (5) days per week, one (1) of which must be on a Friday, Saturday, or Sunday.
- 2.7. The Contractor shall participate with other Recovery Community Organizations (RCOs) in the "PRSS Community of Practice" as established through the New Hampshire Center of Excellence.
- 2.8. The Contractor shall participate with the Integrated Delivery Network, Network for Health, in the integration of behavioral and physical health to ensure that peer recovery support is a key component.
- 2.9. The Contractor shall conduct outreach to ensure that local community agencies are aware of PRSS services available in the region.
- 2.10. The Contractor shall provide personnel who are able to provide Peer Recovery Coaching and Telephone Recovery Support Services. The Contractor shall:
- 2.10.1. Ensure all staff providing these services receive basic training in Peer Recovery Coaching and Telephone Recovery Support Services. Documentation of successful completion of training shall be maintained at the Contractor's business office. Documentation shall be made available to the Department upon request.
- 2.10.2. Provide the Department with proof of certification of any staff members who carry the CRSW certification for the Recovery Center.
- 2.11. The Contractor shall ensure its governing body and personnel providing services:
- 2.11.1. Include representatives of the local communities of recovery in the region.
- 2.11.2. Are responsive to the concerns of local communities in the region.
- 2.12. The Contractor shall establish and maintain a formal process to provide members the opportunity to give the local center and the organization's board feedback on programming and services on an annual basis. The Contractor shall ensure that all documentation for each center is kept up to date and maintained at the Contractor's business office. Documentation shall be made available to the Department upon request.



- 2.13. The Department shall have unannounced access to the Contractor's locations and records during normal business hours to ensure the requirements of the contract are being met.

3. Reporting

- 3.1. The Contractor shall work with the New Hampshire Center for Excellence relative to collecting data and conducting an evaluation process, as approved by the Department, including all data elements identified in this process.
- 3.2. The Contractor shall ensure data collection and evaluation of data are culturally appropriate for the recovery communities being served.
- 3.3. The Contractor shall collect, analyze and utilize client data for evaluation and planning purposes in accordance with 42 CFR 2.13 and 2.33. The data must include, but not be limited to:
- 3.3.1. Gender
 - 3.3.2. Age
 - 3.3.3. Ethnicity
 - 3.3.4. Primary drug of choice
 - 3.3.5. Referral Source
 - 3.3.6. Client Financial Information
 - 3.3.7. Healthcare Coverage Information
 - 3.3.8. Substance Use Disorder or Co-occurring Disorder recovery needs
 - 3.3.9. Participation in Community Services
 - 3.3.10. Recovery capital
 - 3.3.11. SAMHSA National Outcome Measures (NOMs) (<http://www.samhsa.gov/disorders/co-occurring>), which include:
 - 3.3.11.1. Abstinence
 - 3.3.11.2. Crime and Criminal Justice
 - 3.3.11.3. Employment/Education
 - 3.3.11.4. Stability in Housing
 - 3.3.11.5. Social Connectedness
- 3.4. The Contractor shall provide quarterly reports on group coaching sessions to DHHS, including number of sessions per week, number of attendees at each session, and names of staff conducting each session.
- 3.5. Beginning and continuing through the end of the contract period the Contractor shall provide the Department with reports on services provided. Reports shall be received on the date, in the form, and in a manner, satisfactory to the Department.
- 3.6. The Contractor shall provide data collected, as identified in Section 4, to the Department, in a secure form and manner identified by the Department.

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- 3.7. The Contractor shall, in addition to the requirements listed in Sections 1, 2, 3 and 4 of the Exhibit A, report quarterly on:
 - 3.7.1. Any changes to the CAPRSS accreditation
 - 3.7.2. Days and hours that the Recovery Center is open
 - 3.7.3. Number of staff hired and trained
 - 3.7.4. PRSS services provided
 - 3.7.5. The collection of data as identified in Section 3
 - 3.7.6. The report will not contain personal health information (PHI) or personally identifiable information (PII).
- 3.8. The Contractor shall document community collaboration with the Integrated Delivery Network on a quarterly basis.
- 3.9. The Contractor shall provide summary data on the number of individuals who participate in community partner meetings held at the centers.
- 3.10. The Contractor shall submit any reports and minutes of the Peer Recovery Support Advisory Panel (PRSAP) meetings, once established, to DHHS.
- 3.11. The Contractor shall send information summarizing the outcome of online surveys and community feedback events to DHHS.
- 3.12. The Contractor shall submit to DHHS any documentation regarding community wide events.
- 3.13. The Contractor shall submit quarterly reports on the number of staff provided training, including new staff, current staff, leaders and supervisors.

4. Performance Measures and Notifications

- 4.1. The Contractor shall submit a monitoring and quality improvement policy to the Department for approval within ninety (90) days of the contract effective date.
- 4.2. The Contractor must include ongoing monitoring and quality improvement activities to ensure the standard of care for clients is continually improving.
- 4.3. The Contractor shall provide quarterly reports on the results of quality improvement monitoring.
- 4.4. The Contractor shall participate in all quality monitoring and quality improvement activities requested by the Department.

5. Maintenance Of Fiscal Integrity

- 5.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department, the Balance Sheet, Profit and Loss Statement and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the organization. Statements shall be submitted within thirty (30) calendar days of the Department's request.



5.2. The Contractor will undergo an audit of entity fiscal year 2017 and submit the audit to the Department by June 30, 2018. The Contractor will provide a completed audit for fiscal year 2018 within 120 days of fiscal year end. The Contractor shall inform the Director of the Bureau of Drug and Alcohol Services by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. The Contractor shall maintain accurate accounting records for all services billed and payments received for contracted services.
3. Department access to funding for this project is dependent upon meeting the standards in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) U.S. Department of Health and Human Services, specifically:
 - 3.1 93.959 Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant (SABG)
 - 3.2 93.767 Center for Medicare and Medicaid Services, Children's Health Insurance Program (CHIP)
 - 3.3 3.3 93.778 Center for Medicare and Medicaid Services, Medical Assistance Program (Medicaid; Title XIX)
 - 3.4 The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
4. The Department shall pay the Contractor quarterly installment payments for providing Peer Recovery Support Services, prospectively, beginning upon contract approval by the Governor and Executive Council in accordance with Section 5 below, and for the next three (3) quarters, in accordance with Section 6 below.
5. Upon contract approval by the Governor and Executive Council, the Contractor may invoice the Department on a form approved by the Department for the initial quarterly installment of \$150,000.00 for program operations and staffing activities costs in accordance with the Exhibit A, Scope of Services.
6. Three (3) additional quarterly payments of \$150,000.00 will be made at the beginning of each of the next three (3) quarters (June 1, September 1, and November 1) for operational and staffing costs associated with delivering the scope of work in Exhibit A, Scope of Services. Contractor must invoice the Department at least thirty (30) days in advance of the beginning each quarter in order to ensure timely payment, on a form approved by the Department.
7. Invoices identified in Sections 5 and 6 must be submitted to:

Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 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.
9. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



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;



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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

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.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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 to be provided to eligible individuals 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.

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.

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 the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. Revision to Exhibit C, Special Provisions. Subparagraph 9 Audit is replaced as follows:
 9. Audit:
 - 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

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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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

3-1-18
Date

Melissa Clark
Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

3-1-18
Date

Melissa Cuneo
Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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

AC

3-1-18



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 (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

3-1-18
Date

Melissa Curro
Name:
Title:

Contractor Initials MC
Date 3-1-18



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

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

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

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

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

Exhibit G

Contractor Initials BAC

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

3-1-18
Date

Melissa Cross
Name:
Title:

Exhibit G

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

Contractor Initials

MC

Date

3-1-18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

3-1-18
Date

Melissa Crew
Name:
Title:



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I

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

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

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



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



Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

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

Department of Health and Human Services
The State
[Signature]
 Signature of Authorized Representative
Katja S Fox
 Name of Authorized Representative
Director
 Title of Authorized Representative
3/1/18
 Date

Hope for NH Recovery
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Melissa Crews
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
3-1-18
 Date



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

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

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

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

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

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

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

Contractor Name:

3-1-18
Date

Melissa Curran
Name:
Title:



FORM A

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

1. The DUNS number for your entity is: 133330329
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

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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

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consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic 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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
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 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

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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.).
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.

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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 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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

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implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

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

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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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 contact program and policy:

(Insert Office or Program Name)

(Insert Title)

DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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