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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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September 16, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

#1 Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **sole source** agreement with Hope for New Hampshire Recovery to provide bridge funding for the organization to realize other revenue generating opportunities to help sustain these programs in the future, in an amount not to exceed \$100,000 effective upon Governor and Executive Council approval through June 30, 2017. 100% General.

#2 Contingent upon approval of Requested Action #1, authorize the Department of Health and Human Services to make an advance payment of \$25,000 to Hope for New Hampshire Recovery to be used for program start up and staff readiness activities effective upon Governor and Council approval. 100% General Funds.

Funds to support this request are available in State Fiscal Year 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

Fiscal Year	Class/Account	Class Title	Activity	Amount
2017	102-500734	Contracts for Social Services	49158702	\$100,000
		Total		\$100,000

EXPLANATION

The purpose of this request is to contract with Hope for NH Recovery (HOPE) to bridge an initial gap in revenues for its new Recovery Community Centers (RCC) in Berlin and Franklin in New Hampshire (NH). This Agreement allows the Vendor to staff these two centers for the contract period while simultaneously developing alternative funding streams so that the centers become self-sustaining.

This particular vendor is uniquely positioned to provide these services due to its already-established center in Berlin and presence in Franklin. Peer recovery support services are a critical component of the continuum of care proposed by the Department in its overall strategy for combatting substance misuse. Substance use disorders affect individuals of all ages across the social and economic spectra. These disorders have both direct and indirect negative impacts on family life, school

culture, public safety, and economic activity across the state. The goal of these programs is to help individuals in the early stages of recovery to maintain their recovery to be able to care for their families and to otherwise become constructive and contributing members of society. Helping these individuals maintain their recovery also works to offset other societal costs associated with addiction, including child protection, healthcare, criminal justice and lost worker productivity.

The Department supports this request because expanding peer recovery support services will increase the chances of individuals with substance use disorders achieving and/or sustaining recovery; thereby increasing the individuals' health and well-being and reducing the medical, legal, social, and other costs to the community and state associated with on-going substance misuse.

Should the Governor and Executive Council determine to not authorize this Request, individuals in the Franklin and Berlin, NH areas would not have access to these vital support services.

Area served: Franklin and Berlin, NH areas.

Source of Funds: 100% General Funds.

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffery A. Meyers
Commissioner

Subject: _____

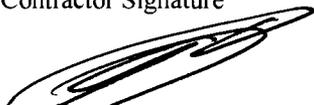
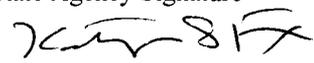
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

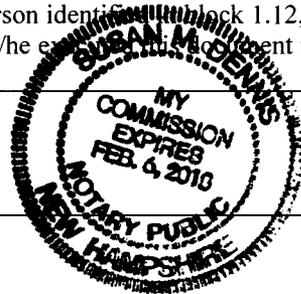
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03801	
1.3 Contractor Name Friends of Recovery New Hampshire Hope for New Hampshire Recovery		1.4 Contractor Address 122 Market Street, #LL1A Manchester, NH 03101	
1.5 Contractor Phone Number 603-421-0255	1.6 Account Number 05-49-491510-29900000-102-500731	1.7 Completion Date 6/30/17	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Cheryl Coletti-Lawson, CEO	
1.13 Acknowledgement: State of NH , County of Merrimack On 9-14-16 , 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 the agreement in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal!] Susan M Dennis			
1.13.2 Name and Title of Notary or Justice of the Peace Susan M Dennis			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Cole - Attorney 10/10/16			
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 CP
Date 9/11/16

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 CO
Date 9/14/16



Scope of Services

1. Scope of Services

Funds from this contract shall be used to bridge a one-year gap from start-up to sustainability for the Contractor's recently opened Recovery Community Centers (RCC) in Berlin and Franklin in New Hampshire (NH). The Contractor shall:

- 1.1. Submit for Department approval, within 30 days of the contract effective date, the minimum staffing requirements listed for center managers, volunteer coordinators, CRSW peers, and part-time peers. Such plan shall include but not limited to:
 - 1.1.1. Training requirements
 - 1.1.2. Supervision requirements
 - 1.1.3. Code of ethics
 - 1.1.4. Experience and/or recovery requirements
- 1.2. Ensure that at a minimum, the Center Manager from each facility shall participate in the Peer Recovery Support Services Community of Practice being facilitated by the Community Health Institute under contract with the Department.
- 1.3. Manage staffing in accordance with the following position descriptions:
 - 1.3.1. Center Manager: Person responsible for overseeing all aspects of the Recovery Community Center.
 - 1.3.2. Volunteer Coordinator: Person responsible for recruitment, orientation, completing necessary paperwork, training, scheduling, supervision and support of peer volunteers. This individual also acts as liaison between HOPE and organizations needing volunteers as well as programs placing individuals into community service and secures and manages volunteers for HOPE events.
 - 1.3.3. CRSW Peer: An individual who has completed the training and volunteer hours required to be certified by the State of NH as a Certified Recovery Support Worker (CRSW). This position is responsible for providing recovery coaching support services to those who are referred from programs as well as those in need at the Recovery Community Center.
 - 1.3.4. Peer: A person with lived experience of overcoming an addiction disorder who is at a point in their own recovery where they can mentor and share the experience as a benefit to others. The Part-Time Peer is responsible for engaging in one on one interactions in person, on the phone, or via telehealth modalities as well as facilitating peer support groups.
- 1.4. Staff the Berlin and Franklin Centers as follows:
 - 1.4.1. Franklin Center

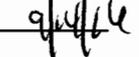





Exhibit A

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- 1.4.1.1. 0.5 FTE Center Manager
 - 1.4.1.2. 0.25 FTE Volunteer Coordinator
 - 1.4.1.3. 0.5 FTE CRSW Peer
 - 1.4.1.4. 0.75 FTE Peer
 - 1.4.2. Berlin Center
 - 1.4.2.1. 1.0 FTE Center Manager
 - 1.4.2.2. 0.5 FTE Volunteer Coordinator
 - 1.4.2.3. 0.75 FTE Peer
 - 1.5. Submit for Department approval, within 90 days of the contract effective date, a sustainability plan for continuity of operations for the period after the contract end date.
 - 1.6. Provide monthly reports to the Department in the form/format provided by the Department.

Contractor Initials *AA*
Date 9/14/16



Exhibit B

Method and Conditions Precedent to Payment

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

Payment for said services shall be made as follows:

1. Upon Contract approval by the Governor and Executive Council, the Vendor may invoice the Department for up to \$25,000 to be used for program start up and staff readiness activities.
2. \$25,000 upon Department approval of the plan to meet minimum staffing requirements
3. \$50,000 upon Department approval of the plan to reach sustainability of operations after the contract end date.

AS

9/14/16



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.

CO
9/14/14



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

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more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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9/14/16



- 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.



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.

[Handwritten Signature]

[Handwritten Date]



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

Contractor Initials
Date



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

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

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

Contractor Name:

9/14/2016
Date


Name: Cheryl Coletti-Lawson
Title: President & CEO



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: Hope For NH Recovery

9/4/16
Date


Name: Cheryl Coletti Lawson
Title: President & CEO



**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



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

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

PRIMARY COVERED TRANSACTIONS

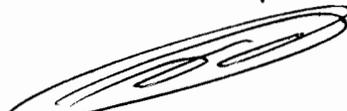
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Hope For NH Recovery

Date 9/14/10


Name: Cheryl Cidetti-Lawson
Title: President & CEO



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

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

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

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

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

Exhibit G

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

Contractor Initials

Date



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.

Date 9/4/16

Contractor Name: Hope for NH Recovery

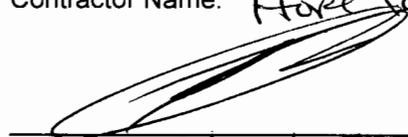

Name: Cheryl Coletti-Jawson
Title: President & CEO

Exhibit G

Contractor Initials CC

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

Date 9/4/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Hope for NH Recovery

Date 9/14/16


Name: Cheryl Coletti-Lawson
Title: President & CEO

Contractor Initials CC
Date 9/14/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

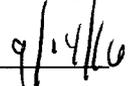





Exhibit I

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

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

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

9/14/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

CC
9/24/16



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

CE
09/14/16



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.

[Handwritten Signature]
[Handwritten Date]



Exhibit I

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

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

NH DHHS
The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

9/16/16
Date

Hope For NH Recovery
Name of the Contractor

[Signature]
Signature of Authorized Representative

Cheryl A. Coletti-Lawson
Name of Authorized Representative

President & CEO
Title of Authorized Representative

9/14/16
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:

Hope for NH Recovery

Date

9/14/16

Name:
Title:

*Cheryl Colette-Lawson
President & CEO*

Contractor Initials

CC
Date *9/14/16*



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: _____
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: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Hope for New Hampshire Recovery is a New Hampshire trade name registered on August 23, 2013 and that FRIENDS OF RECOVERY, NEW HAMPSHIRE presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of January, A.D. 2016

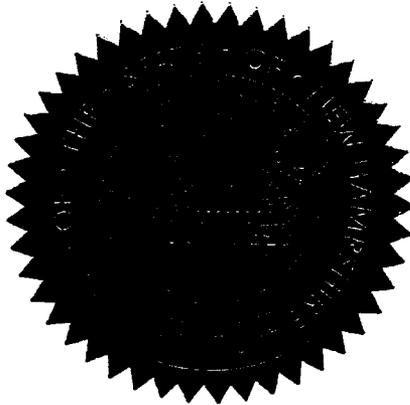
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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 formed August 8, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of May A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Maureen Beauregard, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Friends of Recovery NH, d/b/a Hope for NH Recovery
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 9.14.2016:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of

Staffing for Franklin and Berlin services.

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation 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 14 day of September, 2016.
(Date Contract Signed)

4. Cheryl Coletti-Lawson is the duly elected
Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Maureen Beauregard
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 14 day of Sept, 2016,

By Maureen Beauregard
(Name of Clerk of the Corporation)

Susan M Dennis

(Notary Public/Justice of the Peace)

Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2016

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 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 Kingston Insurance Agency 152 A Main Street Kingston NH 03848	CONTACT NAME: Deb Basiliere PHONE (A/C No. Ext): (603) 642-4800 E-MAIL ADDRESS: deb@kingstonins.com	FAX (A/C No): (603) 642-3733
	INSURER(S) AFFORDING COVERAGE	
INSURED Friends Of Recovery, New Hampshire, DBA: Hope for NH Recovery 140 Central St Manchester NH 03103	INSURER A: PENN AMERICA	
	INSURER B: LLOYDS	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1651704777 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAV0069559	8/23/2015	8/23/2016	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/OP AGG \$	
							Additional Insured \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$	
								AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT \$	
								E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			PQ15012	2/15/2016	2/15/2017	EACH OCCURRENCE 1,000,000 AGGREGATE 1,000,000	

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

CERTIFICATE HOLDER STATE OF NH, DHHS 105 PLEASANT ST 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 Deb Basiliere/DEB <i>Deb Basiliere</i>

Mission Statement

FRIENDS OF RECOVERY NEW HAMPSHIRE

Mission Statement

Hope for NH Recovery believes in Peer Based Recovery Support Services (PBRSS). We promote the recovery center concept: mobilizing individuals and resources within and outside of the recovery community to increase the prevalence and quality of long term recovery from alcohol and drug abuse. Our goal is for the New Hampshire recovery community to become a strong voice in the substance use disorder conversation. Public education/awareness, policy advocacy and PBRSS are the strategies through which our mission is achieved.

We envision a day when the public and policymakers will accord individuals and families affected by addiction dignity, and that they will receive respectful, nondiscriminatory care on the same basis as people with other health conditions.

Hope For NH Recovery Believes That All Individuals Suffering From Addiction Have The Ability To Recover. With This Affirmation In Mind, We:

Provide recovery support services, including telephone support, recovery coaching, and community recovery center support.

Empower our members by providing resources, training and skill development.

Offer peer recovery support services and community social events.

Celebrate recovery and provide support for continued success.

FRIENDS OF RECOVERY NH
MANCHESTER, NEW HAMPSHIRE
FINANCIAL STATEMENTS
JUNE 30, 2015

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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STATEMENT OF CASH FLOWS	4
NOTES TO FINANCIAL STATEMENTS	5

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WWW.BIGELOWCPA.COM

Independent Accountants' Review Report

To the Board of Directors
Friends of Recovery NH
Manchester, New Hampshire

We have reviewed the accompanying financial statements of Friends of Recovery NH (a nonprofit organization), which comprise the statement of financial position as of June 30, 2015, and the related statements of activities and change in net assets, and cash flows for the year 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 engagement 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 review, 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

February 8, 2015

FRIENDS OF RECOVERY NH
STATEMENT OF FINANCIAL POSITION

JUNE 30, 2015

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

ASSETS

Cash	\$ 57,054
Prepaid expenses	704
Equipment, net of accumulated depreciation of \$1,972	<u>1,082</u>
Total Assets	<u>\$ 58,840</u>

LIABILITIES AND NET ASSETS

Net Assets:	
Unrestricted	\$ 44,647
Temporarily restricted	<u>14,193</u>
Total Net Assets	<u>58,840</u>
Total Liabilities and Net Assets	<u>\$ 58,840</u>

The accompanying notes are an integral part of the financial statements

FRIENDS OF RECOVERY NH

STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS

FOR THE YEAR ENDED JUNE 30, 2015

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Operating Support and Revenues:			
Contributions	\$ 20,713	\$ 127,000	\$ 147,713
Grants	3,860	-	3,860
Fundraising events	9,492	-	9,492
Program service revenue	8,136	-	8,136
Interest income	22	-	22
Net assets released from restrictions	<u>112,807</u>	<u>(112,807)</u>	<u>-</u>
Total Operating Support and Revenues	<u>155,030</u>	<u>14,193</u>	<u>169,223</u>
Expenditures:			
Programs	15,603	-	15,603
Employment costs	68,750	-	68,750
Benefits	13,324	-	13,324
Fundraising events	4,307	-	4,307
Travel	3,550	-	3,550
Relocation costs	3,000	-	3,000
Office supplies and expenses	5,078	-	5,078
Marketing and website	2,135	-	2,135
Rent	1,797	-	1,797
Professional fees	800	-	800
Insurance	1,543	-	1,543
Public relations	754	-	754
Meals	591	-	591
Depreciation expense	509	-	509
Telephone	504	-	504
License, permits, and fees	375	-	375
Meetings	155	-	155
Professional memberships	150	-	150
Miscellaneous	<u>244</u>	<u>-</u>	<u>244</u>
Total Expenditures	<u>123,169</u>	<u>-</u>	<u>123,169</u>
Change in Net Assets	31,861	14,193	46,054
Net Assets, Beginning of Year	<u>12,786</u>	<u>-</u>	<u>12,786</u>
Net Assets, End of Year	<u>\$ 44,647</u>	<u>\$ 14,193</u>	<u>\$ 58,840</u>

The accompanying notes are an integral part of the financial statements

FRIENDS OF RECOVERY NH

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2015

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

	<u>Increase (Decrease) in Cash</u>
Cash Flows From Operating Activities:	
Change in net assets	\$ 46,054
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation expense	509
Decrease in assets:	
Prepaid expenses	<u>4</u>
Total Adjustments	<u>513</u>
Net Cash Provided by Operating Activities	<u>46,567</u>
Cash Flows From Investing Activities:	
Purchase of equipment	<u>(1,299)</u>
Net Cash Used in Investing Activities	<u>(1,299)</u>
Net Increase in Cash	45,268
Cash, Beginning of Year	<u>11,786</u>
Cash, End of Year	<u>\$ 57,054</u>
Supplemental disclosure 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
NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2015

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

1. ORGANIZATION AND BASIS OF PRESENTATION

Organization

Friends of Recovery NH (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.

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

Cash Flow Information

The Organization presents its cash flow information using the indirect method. 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, 2015.

Donated Services

The Organization receives a significant amount of donated services from unpaid volunteers who assist in fundraising and special projects. No amounts have been recognized in the statement of activities because the criteria for recognition have not been satisfied.

Property and Equipment

Property and equipment is stated at cost. 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 year ended June 30, 2015 amounted to \$509.

FRIENDS OF RECOVERY NH
NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2015

SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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.

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, 2015. 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, 2011.

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.

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 February 8, 2016.

3. TEMPORARILY RESTRICTED NET ASSETS

The Organization solicits grants to cover program and overhead costs related to raising awareness about the nature of addiction. The restricted funds are required to be expended in accordance with the budget submitted with the grant application. Temporarily restricted net assets represent grant funds received that have not been expended.

4. OPERATING LEASE

During 2015, the Organization leased its office space as a tenant-at-will, with monthly rents of \$300. Beginning November 7, 2015, the Organization moved to office space it leases under an operating lease that expires May 31, 2016, with monthly rents of \$3,000. The Organization has the right to renew for two additional six-month terms.



MAUREEN BEAUREGARD, BOARD CHAIR

Maureen is the President and founder of Families in Transition, an organization that provides housing and services to individuals and families who are homeless. She started the agency nearly 25 years ago. She has overseen the development of 200 units of housing as well as the creation of three social entrepreneurial business ventures to support the agency's mission; OutFITters Thrift Store, OutFITters Thrift Store Boutique and FIT Cleaning Solutions.

Prior employment includes working for the State of New Hampshire, Division for Children Youth & Families as a social worker working with abused and neglected families. She also worked for Phoenix East as a substance abuse counselor in a halfway house.

Maureen earned her Bachelors of Science Degree in Child and Family Studies from the University of New Hampshire. She is a graduate of Leadership New Hampshire.

Maureen sits on the Governing Council of Housing Action New Hampshire, and the New Hampshire Interagency Council on Homelessness. She's served as an Advisory Board Member of the New Hampshire Charitable Foundations Manchester Region and the Board of Directors of the Greater Manchester Chamber of Commerce.

Over her career, Maureen has been granted numerous awards such as the NH Commission on the Status of Women - Women's Recognition Award, NH Business Review's Business Excellence Award and the Key to The City of Manchester by Mayor Robert Baines. In 2011, she was named one of six Outstanding Women in Business by the New Hampshire Business Review. Families in Transition has received the Corporate Fund Nonprofit Management Award and was chosen by Business NH Magazine as the 2013 Nonprofit of the Year.

ALEX WALKER, BOARD VICE CHAIR

Alex is the Executive Vice President for Operations & Strategic Development at Catholic Medical Center in Manchester. His responsibilities include overseeing CMC's strategy and strategic initiatives, government relations, legal and regulatory, corporate compliance, marketing and communications, and human resources. Alex has been at CMC since 2012.

Prior to joining CMC, Alex served as President and Chairman of Devine, Millimet & Branch, one of New Hampshire's largest law firms. During his tenure, Devine Millimet was recognized by the New Hampshire Supreme Court and the New Hampshire Bar Association for its commitment providing pro bono legal services to the poor. The firm was also recognized by Business NH Magazine as one of "Best Companies to Work For" in New Hampshire.

Alex has been recognized by his peers and clients for inclusion in the Best Lawyers in America and Chambers USA as one of America's leading litigators as well as a "New England Super Lawyer."

Alex graduated from Northeastern University School of Law with his Juris Doctorate. He has a Bachelor of Arts degree, with honors, in English and Political Science from the University of Massachusetts. Alex also proudly served for several years in the United States Marine Corps.

Alex has been actively involved in the community for many years. He is the Immediate Past Chairman of the Board of Directors of Granite United Way. He also currently serves on the Board of Directors of the Business & Industry Association of New Hampshire and the New Hampshire Business Committee for the Arts. In 2009, Alex served as the Chairman for the Heritage United Way's Annual Campaign and helped raise a historic \$3.7 million. He has also served on the New Hampshire Bar Association's Board of Governors, the New Hampshire Supreme Court's Access to Justice Commission, the Board of Directors of City Year - New Hampshire and Greater Manchester Chamber of Commerce Board of Directors where he served as Chairman of the Board in 2011.

Alex resides in Manchester with his wife Lisa and their two children.

SUSAN DENNIS, TREASURER

Susan Dennis is the Director of Finance at the Lawson Group in Concord New Hampshire. She has been with the company for 29 years. The Lawson Group helps businesses improve their bottom line by providing consulting services that keep their employees healthy, safe and well. Susan received her BS Degree in Accounting from Plymouth State University. She is a strong advocate for the recovery of each person struggling with addiction. She enjoys living in Henniker and spending time with her family.

RENEE PLUMMER, BOARD MEMBER

Renee Plummer, Vice President of Marketing for Two International Group, is a familiar face to many local business and community leaders. In her role with Two International Group, a commercial real estate development company, Renee has been a driving force in transforming the former Pease Air Force Base into the flourishing business complex that is Pease International Tradeport.

Her success clearly apparent, Ms. Plummer has often been tapped by other business organizations to assist in various capacities. In 2005 Senator John Sununu (R-NH) appointed Renee to be one of the New Hampshire representatives at the Business and Professional Women's Leadership Summit in Washington, DC.

Renee's speaking engagements have included the 2005 Commencement Address at the University of New Hampshire's Thompson School of Applied Science, the 2003 Business Women in Leadership Conference, also at UNH. She has also emceed countless other events.

In 2010, Renee was named The Greater Portsmouth Chamber of Commerce Volunteer of the Year, and The Portsmouth Herald named her Number 3 on the list of the 10 Most Influential on the Seacoast in its inaugural (2010) rankings. Additionally, she was named by BusinessNH Magazine as one of the most influential people in New Hampshire. Renee also became a member of the New Hampshire Chapter of Chaines des Rotisseurs, the world's oldest gastronomic society in 2010.

In 2011, Renee was the recipient of the Daniel Webster Council/Boy Scouts of America Good Scout Award. More recently, Renee was named 2014 Outstanding Woman in Business by New Hampshire Business Review. She currently sits on the Boards of Portsmouth Regional Hospital, Veterans Count Seacoast, and Hope for New Hampshire Recovery.

A New York native, Renee currently lives in Portsmouth, NH with her husband, Dan Plummer.

ROBERT KELLEY, BOARD MEMBER

Robert Kelley has worked in the field of human services since 1976. He began as a social worker with the Division of Health and Human Services. Mr. Kelley then served as a regional coordinator for the Bureau of Drug and Alcohol Services. He has been both a licensed alcohol and drug counselor and the executive director of Amethyst Foundation since 1984. Also a licensed clinical mental health counselor, Mr. Kelley has maintained a private clinical practice for more than three decades. He has served on several boards including Manchester Big Brothers-Big Sisters, NH Task Force to Prevent Child Abuse and the NH Licensing Board for Alcohol and Drug Counselors. He lives in Lee with his wife of three decades. They have four adult sons.

PETER EVERS, BOARD MEMBER

Peter Evers, M.S.W. joined Riverbend Community Mental Health as President and CEO on October 14, 2013. He also serves as Vice President for Behavioral Health at Concord Hospital. Evers brings 25 years of experience in the mental health and human services fields, including leadership positions in emergency, residential and outpatient services, to his new roles. Evers served as Vice President for Program Operations at The Home for Little Wanderers in Boston before joining Riverbend. Before then, he was the Southeastern Area Director at the Massachusetts Department of Mental Health. Evers was educated in England and graduated from Sheffield Hallam University with a B.A. in Economics and Business Studies. He obtained his Masters in Social Work from the University of Kent., and he is a licensed clinical social worker both here and in Great Britain.

SUZAN LEHMANN, BOARD MEMBER

Suzan's practice is focused in the areas of corporate and business law, mergers and acquisitions, international commerce, administrative law, procurement and government relations. Prior to joining Hinckley Allen, Suzan was a Senior Assistant Attorney General with the New Hampshire Department of Justice and served as the State of New Hampshire's chief business and transactions attorney. Suzan brings unique and specialized skills to her corporate practice involving numerous complex transactions and hundreds of millions of dollars. Her experience spans a large variety of areas, including technology, telecommunications, manufacturing, supply chain, retail services, health care services, banking and financial services, insurance services and products, professional services, and real estate. She has advised numerous boards, commissions, quasi-governmental entities, lawmakers, and other government officials.

In addition to corporate, Suzan has an active government relations and regulatory practice providing counsel to clients on a broad array of regulatory affairs and legislative matters.

Building on her significant government and transactional background, Suzan brings a wealth of expertise, experience and a large network of contacts to her practice, providing insightful counsel and representation to firms of all sizes in all aspects of their dealings with government, including navigation of the unique rules and procedures that apply in the government marketplace, changes to laws and regulations, legislative and regulatory changes under consideration, and the effect of these changes on clients' individual interests.

When she is not practicing law, Suzan enjoys hiking, cycling, and alpine and nordic skiing. Suzan is fluent in Turkish.

KIRK SIMONEAU, BOARD MEMBER

Kirk is a native of Nashua, New Hampshire. A graduate of the University of New Hampshire School of Law (formerly Franklin Pierce Law School) magna cum laude, Attorney Simoneau was a member of the Daniel Webster Scholar Honors Program. Kirk was, happily, second in his class and a member of the school's moot court team. Prior to law school Attorney Simoneau earned a degree in English from the University of New Hampshire and worked as a professional writer and speaker.

Attorney Simoneau came to the practice of law for very specific reasons. As the sole eyewitness to a hit-and-run drunk driver killing his pedestrian father, he learned about our “system” as a participant; and thus developed the goal of helping those harmed by the negligence of others accompanied by a high level of personal understanding, caring, and concern. Both Kirk’s parents are Deaf and he is deeply committed to aiding the disabled and downtrodden. In that respect, he has served as an extern at the Disability Rights Center, and, while there, helped prepare a winning Appeal before the New Hampshire Supreme Court. His efforts have also resulted in the creation of the Normand L. Simoneau Community Room at the Northeast Deaf and Hard of Hearing Services, in memory of his late father.

Prior to law school Attorney Simoneau was an author and lecturer. He formerly served on the Board of the New Hampshire Academic Decathlon, The New Hampshire Bar Foundation and has been a member of numerous other charitable and civic groups, including the board of directors of the Nashua Senior Activity Center. Currently, Kirk serves as the head of his family’s charitable trust, is a member of the New Hampshire Bar Association’s Ethics and New Lawyer Committees.

He was named one of the Union Leader’s 40 Under 40 and was a finalist for Business New Hampshire Magazine’s Self Made in New Hampshire award, he is a graduate of Leadership New Hampshire and the NH Bar Association’s Leadership Academy, but Attorney Simoneau considers living in Merrimack, New Hampshire with his lovely wife Anne and three young daughters, Elizabeth, Abigale and Rebecca to be his greatest reward yet. On his days off, Kirk still tries to hit golf balls and write the great American novel.

SCOTT BICKFORD, BOARD MEMBER

Co-founder and CEO of Air Planning, LLC

DAVID BERRY, BOARD MEMBER

David is currently the Superintendent of the Sullivan County Department of Corrections (DOC) in Claremont NH. He considers himself fortunate to be able to work in a correctional facility with a long term substance abuse/misuse program. TRAILS (Transitional Reentry and Inmate Life Skills) is a 90 day in house treatment program

supervised by some of the finest clinicians and case managers in NH. Sullivan County feels strongly that we owe it to our incarcerated population to support, educate, treat and assist them on the path to recovery.

Prior to Sullivan County David worked at the Belknap County DOC for 21 years reaching the rank of Deputy Superintendent. While at Belknap he was able to work with the programs staff and at one point was interim Programs Director. That opportunity allowed him to assist offenders with entry in to treatment facilities throughout New England and was truly an eye opener. From 2007-2009 he worked part-time as a dorm supervisor and instructor for the State of New Hampshire DWI Multiple Offenders Program. During that employment period David taught classes on Hepatitis C, HIV and AIDS Awareness and The Truth about Alcohol. This provided him the opportunity to speak with the clients about their struggles with alcohol and drugs.

David is committed to treatment in corrections and has worked with Belknap, Carroll and Hillsborough counties in NH, Barnstable and Franklin counties in Massachusetts, Dutchess County NY and the Government of Brazil with programs development for jails. David states "I have never understood why correctional facilities do nothing to treat people with addiction. We have them, let's do the right thing."

STEVE SCHWARTZ, BOARD MEMBER

Steve is Chief Revenue Officer & President, FIT Health, our partner organization. Steve brings 35 years of sales, marketing and strategic planning expertise to Face It TOGETHER with a range of experience from start-up to Fortune 100 firms. He's focused on generating revenue by building relationships with key customers nationwide, including health insurers, employers, prospective affiliates and others.

[About Us \(/layout/set/print/about-us\)](/layout/set/print/about-us)

[What We Do \(/layout/set/print/about-us/what-we-do\)](/layout/set/print/about-us/what-we-do)

[History \(/layout/set/print/about-us/history\)](/layout/set/print/about-us/history)

[Values \(/layout/set/print/about-us/values\)](/layout/set/print/about-us/values)

[Board \(/layout/set/print/about-us/board\)](/layout/set/print/about-us/board)

[Language \(/layout/set/print/about-us/language\)](/layout/set/print/about-us/language)

[Mission & Vision \(/layout/set/print/about-us/mission-vision\)](/layout/set/print/about-us/mission-vision)

[Careers \(/layout/set/print/about-us/careers\)](/layout/set/print/about-us/careers)



Contact Us

[info@recoverynh.org \(mailto:info@recoverynh.org\)](mailto:info@recoverynh.org)

(603) 935-7524

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SUMMARY

Creative and future-focused Business Development and Marketing Leader with 20 years' experience executing specific customer resource solution strategies and comprehensive sustainable "zero waste" programs in complex, fluid, highly regulated and extremely competitive multi-facility environments. Proven track record of driving large-scale business development programs which meet both client and company goals. Experienced in identifying customers needs and developing opportunities to reduce costs while at the same time enhance benefits and services. Successful in building high-impact teams through engaging and decisive leadership and a hands-on management philosophy. Known for innovation and creating risk-friendly environments which foster collaboration and efficiencies.

EXPERTISE

Business Development	Resource Solutions Selling	Design and Execution of Systematic
P & L Management	Organizational Development	Selling Approaches to Target Audiences

SELECTED ACCOMPLISHMENTS

- Experienced in creating efficiencies and improving profitability through creating new markets and optimizing existing infrastructure. Successfully integrated acquisition of competitor – with \$25M share of market (annual revenues) – into existing footprint. Results included: significantly increasing market share and integrating a complimentary line of business.
- Twice, developed and positioned companies for sale to publicly traded organizations:
 - Guided company through successful financial reorganization to acquire a controlling interest, build business within 4 years to over \$3M in gross sales, and be positioned well for sale.
 - Grew small start-up to achieve its next level in growth, sales and profitability in 2 years and became positioned successfully for sale to a public company.
- Entered new market/State by acquiring and integrating seven companies to complete a vertically integrated system.

PROFESSIONAL EXPERIENCE

HOPE for NH Recovery – Manchester, NH

2016-Present

President and Chief Executive Officer

Since joining HOPE's staff, Cheryl has championed the organization's strategic growth, significantly increasing the number of individuals served as well as HOPE's geographic reach throughout New Hampshire.

- Setting strategy and direction;
- modeling and setting the organizational culture aligning with the participatory process of Recovery Community Organizations;
- Building and leading the senior executive team,
- Allocating capital to the organization's priorities.

Boston Asset Management – Concord, NH
Registered Investment Advisors

2014-2016

VP of Business Development

Regional Business Development role; expanded the footprint of the organization with service offerings in private equity, mezzanine financing, private wealth management and special needs trust asset management

Casella Waste Systems – Salem, NH
\$500M company with approximately 2K employees in the Northeast United States.

2009 - 2014

REGIONAL MARKET MANAGER

Regional leadership role; carried top-level oversight for P&L and operations of eight sites with \$90M in revenue covering MA and NH. Lead, mentored, and motivated team of approximately 200 with six direct reports. Provided both strategic and tactical leadership to adeptly balance customer and business needs, steered routing and logistical operations.

Defined metrics and monitored reporting. Performed in-depth analysis to uncover insights into unique market needs and costs. Proactively evaluated and responded to performance metrics to effectively leverage and maximize integrated resources, simultaneously boosting P&L and efficiency.

- Overhauled management within region to improve SG&A expense line; eliminated duplicity in overhead and streamlined key processes; restructured sales force to capitalize on individual talents and resources.
- Significantly reduced safety incidents; lowering costs of accidents and injuries by over 65%.
- Fulfilled volume commitment by deftly orchestrating deliveries between multiple divisions with optimal profitability; instilled strategic emphasis on transportation and logistics.
- Forged strategic alliances with local town boards to achieve necessary permit approvals; proactively addressed concerns to simultaneously meet Town concerns and ensure profitability.

Ideal Disposal, Inc. – Pelham, NH
Small-sized, independent company.

2006 - 2009

GENERAL MANAGER & CO-OWNER

Start-up business, commanded all operational and logistical aspects of business while maximizing P&L performance. Developed relationships with banks and investors to secure financing and increase finance capacity annually. Set strategic direction for marketing and pricing efforts to consistently generate improvements in market share and penetration. Hired, trained, and directed 19 employees in sales, administration and operations.

- Propelled profit margins by up to 15% through increased sales, cost controls, and keen operational leadership.
- Grew business to a twenty-truck operation with gross revenue of \$3.3M.
- Successfully positioned company – in two segments – for profitable sale to separate competitors in Oct FY08 and August FY09.

Casella Waste Systems – Salem, NH

1998 - 2006

BUSINESS DEVELOPMENT CONSULTANT (2002 to 2006)

Challenged with driving business growth through strategic acquisitions. Identified and evaluated opportunities for acquisition to meet key organizational goals. Spearheaded operational aspects of integration following acquisitions, adeptly handling transitional and legal issues, as well as routing integration.

- Laid foundation for \$20M revenue lift while filling gap to create fully integrated disposal system by negotiating acquisition of municipal landfill closure projects.
- Masterminded acquisition of facility in Western MA; positioned company for long-term growth and completion of vertical integration loop; annual revenues in excess of \$30M.
- Completed two company acquisitions with annual revenues totaling \$4M.

ASSISTANT DIRECTOR OF OPERATIONS (2000 to 2002)

Carried full operational oversight for Southern NH and MA markets, totaling more than \$100M in annual revenue. Defined territory structure to maximize efficiency of routes. Served as company lead on major acquisitions. Fostered cross-functional collaboration to integrate company databases and to orchestrate benefit packages to maintain uniformity in coverage without service cuts. Fostered strong relations with labor union within divisions. Developed guidelines for dispatching and routing.

- Instrumental to major acquisitions which established strong market presence within MA market; acquisitions involved 10 operation centers, including processing facilities, transfer stations, and hauling companies.
- Restructured team to achieve 30% reduction in administrative payroll while increasing division's net headcount by four total employees.
- Slashed over-90-days accounts receivable from 28% to just 6% within six months.
- Minimized costs through forward-thinking management of resources and capacity.
- Drastically cut operational overhead costs, maintenance expenses, and payroll through consolidation of facilities.

DIVISION MANAGER (1998 to 2000)

Retained in general operational leadership role following acquisition; balanced oversight for P&L, annual budget of \$4M, team of 40, and operational efficiency. Directed three acquisitions and operations integrations.

- Attained 18% annual growth target while decreasing operational overhead costs by 12% through consolidation and densification of routes.
- Nearly doubled annual revenues from \$3M to \$5M within two-year time frame.

Atlantic Waste Systems, Inc. – Salem, NH

1994 - 1998

Privately-owned company acquired by Casella Waste Systems in 1998.

PRESIDENT / OWNER

Piloted dramatic turnaround of bankrupt organization following acquisition. Guided 35-person staff. Controlled all aspects of business, including sales, marketing, pricing, and strategic planning and operations.

- Grew business from \$800K to \$3M in sales and from a five to 25-truck operation within four years.
- Generated 10% lift in profit margins through comprehensive overhaul of operations.
- Sold company to Casella Waste Systems successfully in FY98.

Insurance Sales – Wakefield, MA

1990 - 1994

INDEPENDENT INSURANCE BROKER

Represented several solid mutual life insurance companies in the field of estate planning. Helped create strong family and business succession planning for wealthy individuals, with a network of attorneys and accountants.

Metropolitan Life - Chelmsford, MA

LIFE, ACCIDENT, HEALTH, PROPERTY INSURANCE AGENT

1990 - 1992

Allstate Insurance Company - Wilmington, MA

ASSISTANT MARKET SALES MANAGER

1988 - 1990

EDUCATION

MBA, University of New Hampshire, Durham, NH

BS, Communications, University of Massachusetts, Amherst, MA

BOARDS & COMMUNITY INVOLVEMENT

Greater-Concord New Hampshire Chamber of Commerce
Board of Directors, 2013 – Present

HOPE for NH Recovery
Board of Directors 2013 – 2016
Board Chair May 2016- June 2016

Business and Industry Association of NH
Economic Development & Fiscal Policy Committee; Telecom & Energy Committee, 2012 – Present
Board of Directors 2015 - Present

- Received Business and Industry Association 2014 "Above and Beyond Award," recognition for "Outstanding Service and Leadership advancing the BIA's Mission."

New Hampshire Governor's Commission for Alcohol and Drug Abuse Prevention, Intervention and Treatment
BIA – Appointee Seat, 2013 – Present

Holly Cekala

Summary Of Qualifications:

Ability to lead, train and maintain an enthusiastic, productive staff, proven skills to seek out new opportunities and contracts in the field of Peer support. Strong analytic planning skills combined with the ability to coordinate the efforts of many to meet organizational goals. Self-motivated, productive efficient work habit.

Professional Experience:

Extensive management experience, event planning, community organization, customer service, contract negotiation and research design and analysis.

Educational Background:

RI College BA, Psychology

Certifications:

ACDP, Overdose Prevention Trainer, CPR, CPRS, PRS Trainer, Mental Health First Aid, Seeking Safety Facilitator, Citi Research Collection, Ethics PRS, telehealth clinical supervision trainer,

Board & Task Force Service:

RI Elder Addiction Task Force 2010-2015
RI overdose prevention task force 2012-2015
Governor's Counsel on Overdose Prevention 2012-2015
RI Family Community Care Partnership Advocacy Board
The Behavioral Health and Addiction Institute at RI College 2014- Present
Mental Health and Community Advocacy Coalition 2011-2015
RI Re-Entry Counsel 2011-2015
Appointed to the RI Governor's Counsel to Re-invent Medicaid 2015
Center for Prisoner Health and Human Rights, Brown University 2014- Present

Awards:

Vital Contribution to the Community Award RI College 2014

Work Experience:

RI College, Chemical Dependency Program: Research Assistant: January 2011-2015

- Research Design, Data entry and analysis, Publishing Data Results & Reports
- Robin K Montvilo PhD Director of the CDAS program at RIC 401-273-5779

SStar Detox Center, Recovery Support Specialist: March 2011- December 2013

- Provide peer support to those individuals completing detox treatment
- Empower Clients by providing tools and resources and support
- Frank Spicola MA, LCDP Director Adcare Hospital 401-294-6160

The Providence Center: March 2011- March 2015

Anchor Recovery Community Centers: February 2012-July 2014

Warwick Center, Pawtucket Center: February 2012- July 2014

Dry DOC Center within the RI Department of Corrections: March 2012- July 2014

Anchor ED Program/Emergency Departments: June 2014-March 2015

- Training all volunteers and staff
- Operationalize and implement new innovations in the growing field
- Community and Provider Organization
- Event Planning, Fundraising, Educational and Community Social events
- Budget Planning, Scheduling, Quality Assurance
- Marketing, Social Media, & Web Pages, Media liaison
- Data Collection, Survey Design, Written reports
- James Gillen LCDP, CPRS Director recovery support services 401-261-1446

RICares, Executive Director: July 2014 – July 2015

- Advocate for those in Recovery from Substance Use Disorders
- Training all Volunteers and Staff
- Operationalize and Implement Innovations for the Recovery Community
- Community and Provider Organization within the scope of advocacy
- Event Planning, Fundraising, Educational and Community Social events
- Budget Planning, Scheduling, Quality Assurance
- Marketing, Social Media, & Web Pages, Media liaison
- Data Collection, Survey Design, Written reports
- Organize Legislative Initiatives
- Serve as Ombudsman for RI Recovery Supportive Housing
- Issue Scholarships for recovery Housing and Job Readiness Trainings
- Direct all aspects of a Non-Profit Recovery Community Organization

HOPE for NH, Director of recovery supports: Current Position

- Advocate for those in Recovery from Substance Use Disorders
- Training all Volunteers and Staff
- Supervision of all staff and programs of Hope for NH
- Operationalize and Implement Innovations for the Recovery Community
- Community and Provider Organization within the scope of advocacy
- Event Planning, Fundraising, Educational and Community Social events
- Budget Planning, Scheduling, Quality Assurance
- Marketing, Social Media, & Web Pages, Media liaison
- Data Collection, Survey Design, Written reports
- Organize Legislative Initiatives
- Issue Scholarships for recovery Housing and Job Readiness Trainings
- Direct all aspects of a Non-Profit Recovery Community Organization

1957

[REDACTED]

Kelly Riley List of Trainings and Classes

Personality Disorders Training	March 2010
Ethics and Boundaries	March 2010
Preventing Burnout	May 2010
Holistic Approach to PAWS	May 2010
Spirituality and Its Place in Treatment	June 2010
Leading Psychoeducational Groups and Combining Therapy	June 2010
Autism Workshop Series – “Connor’s Law” training	August 2010
Vermont Recovery Coach Academy	October 2010
Crisis Support and Advocacy in Domestic and Sexual Violence	October 2010
Opioid Dependence: The Current Epidemic	March 2011
The Science of Addiction & Recovery	June 2011
Healing the Wounds of Abuse: Women, Addiction, & Trauma	September 2011
Recovery Coaching: Standards, Ethics, and Supervision	September 2011
When Parents Return From Jail Training	October 2011
Adult First Aid/CPR/AED	February 2012
Ethics and Confidentiality Issues for Substance Abuse and Other Mental Health Counselors	June 2012
NSC CPR Course	December 2012
Mentoring Works: The Art of Mentoring in Substance Abuse Prevention	March 2013
New England School of Addiction Studies and Prevention Studies	June 2013
Substance Abuse Counseling Skills and Core Functions	April 2013
NAMI’s Connect Suicide Prevention Training	January 2014
The SASSI Administration and Scoring	March 2014
The SASSI Clinical Interpretation	March 2014
Making the Most of Your Time	October 2014
Domestic Minor Sex Trafficking Training	November 2014
“Get SMART Fast” Distance Training Program	February 2015
Therapeutic Crisis Intervention	June 2015
HIV Trends & Treatment	December 2015
Ethical Issues for Recovery Support Workers	December 2015
Brass TACS Recovery Peer Specialist Class	December 2015
Mental Health First Aid	February 2016
Certified Recovery Support Worker	February 2016
Psychopharmacology: What Substance Abuse Counselors Should Know	March 2016
CCAR Ethical Considerations for Recovery Coaches	June 2016
CCAR Ethical Considerations for Recovery Coaches Training of Trainer Graduate	June 2016
NAMI’S Connect Suicide Prevention Training – Social Services	August 2016

Kimberly Shepard

Experienced human services professional with a passion for helping socio-economically challenged families; seeks a challenging direct service position where my career/vocational assessment, job readiness training, job placement and clinical case management and assessment skills and strong ability to build positive working relationships with participants, co-workers and community stakeholders will be utilized and welcomed.

Child and Family Services, Concord NH

March 2013- June 2016

IHB/ ISO Intensive Home-based Case Manager/ Family Worker, May 2015-June 2016

Collaborated, coordinated and planned with families involved with DCYF and DJJS to bring about the necessary change to ensure children's safety and well being. Included the family in solution focused therapeutic planning and connecting to needed community services and informal supports. Completed all required written case documentation including family assessment, treatment plan, monthly progress reports, court reports, discharge summary. Represented CFS and the family in review hearing processes coordinating efforts with DCYF, DJJS, CASA.

Day Treatment Program Group Facilitator, Caseworker Family Worker, March 2013-May 2015

Provided planning and facilitation of groups for at risk court involved youth ages 13-18. Groups included, job preparation, communication/anger management, artistic expression, and career exploration through community service. Responsible for direct employment placement responsibilities and interface with local employers. Coordinated case management functions which included, working with the entire family, school system and JPPO (Juvenile Probation and Parole Officer) to ensure the treatment plan goals were met and tracked progress. Coordinated and connected client to formal and informal community supports and services.

Work Ready NH Manchester Community College, Manchester NH

January 2013- April 2013

Subcontracted Soft Skills Facilitator

Instructed and facilitated the 12- week Work Ready NH curriculum to 12 participants. Curriculum included; Creating a Dynamic Job Portfolio, Mastering the Interview, Critical Thinking, Employer Orientation, Communication Strategies, Critical Elements of Customer Service, Safety in The Workplace, Diversity Training, Workplace Harassment, Bullying in the Workplace, Business Ethics for the Office, Building Better Teams, Conflict Resolution, Problem Solving and Decision Making, Developing a Personal Brand.

Second Start Alternative High School, Concord, NH

August 2012- November 2012

Transitional Coordinator

FMLA Contract Position

Provided transitional services for 25 previously unsuccessful students to complete their high school education by creating a new educational reality for themselves. Communicated with families, school system, court involved personnel and community resource partners. Modeled and taught the foundational five skills of the school to students; listening, controlling behavior, contributing effectively, tolerating feedback, accepting responsibility. Taught the "Transitional Employment Training" job preparation curriculum, matched the students' career/job interest with an appropriate work site and position. Developed, educated and supported work sites within the community to foster success. Monitored and documented progress with job training contracts. Facilitated CHOICES group for the younger high school students assessed to be the most in need of life and social skills to be successful in their academic program. Coordinated weekly community volunteer service trips. Provided students with referral to social services and community agencies as needed. Co-led a Transition Education class which included career assessment, job skills and personal growth development focused on present and future goals. Participated in the school intake process with potential students and Second Start's Behavioral Management Program to process student behavior.

Nana Care, Concord, NH

February 2011 – July 2012

Cared for my grandson during his dad's two deployments to Iraq.

Shepard Hand Therapy, Plaistow, NH**May 2010- January 2011**

Provided business consultation and office management for my sister's busy occupational therapy clinic. Implemented new scheduling process for patients and insurance co-payment collection tracking system. Improved insurance documentation request response time and referral process between the clinic and over 25 surgical doctors' offices and large hospitals. Compiled and submitted clinic insurance recertification packages, prepared weekly insurance claim billing documentation, researched back billing issues and worked directly with the clinic's billing collection company to resolve denied claims. Greeted patients, answered phones, processed incoming and outgoing mail and prepared weekly bank deposit.

Southern NH Services, Manchester, NH**October 2006- August 2009****Program Manager**

Provided program management for the agencies' 1.5 million TANF workforce development contract with the state of NH to provide job training and job placement services for 1200 TANF recipients per year. Worked directly with five other Community Action agencies across the state to vet, hire, train, and supervise 21 staff and ensure state and federal contractual guidelines were met through CAP subcontracted services. Developed workforce training, program guidelines, policies, procedures and marketing materials. Responsible for providing the Program Director with technical field assistance and support regarding program policy implementation, service delivery challenges and contractual guideline clarification. Researched and analyzed program performance data and implemented program improvements. Conducting on-site program monitoring visits to 12 training sites. Worked with the Director to co-authored two successful State of NH service proposals which expanded the agencies work experience services to a statewide service delivery model and exceeded contractually defined outcomes each year. Developed and nurtured partnerships with private sector business, state and local government, and community based non-profit agencies across the state to increase volunteer work experience and on-the-job training opportunities.

Familystrength, Concord, NH**October 1998- October 2006****Director of Job Readiness, October 1998 - October 2006**

Developed and managed program operations for statewide home-based family counseling agencies' Family Intervention Services. Responsible for implementing a statewide government contract of \$650,000 per year serving 850 TANF recipients each year to resolve barriers to employment. Participated on the senior management team and conducted all contract negotiations, program development, marketing, monitoring, and evaluation functions for the agencies job readiness services department. Led the state request for proposal team and authored three successful bids that resulted in increased funding for services each time. Provided training and program supervision for a staff of 50 clinicians regarding program guidelines and outcomes, federal and state regulations, intake and assessment processes, case documentation and quality service strategies. Directly supervised, hired, trained and evaluated a staff of 7. Maintained excellent program outcomes and client satisfaction, serving 2,500 clients over 7 years. Developed and maintained effective, responsive partnerships with NH Department of Social Services' Employment Program, NH Employment Security, Southern NH Services, WIA and community agencies statewide.

Job Readiness Instructor, December 1999 – June 2000

Developed, implemented, instructed and evaluated a five-week preparation and readiness for employment program serving 150 TANF/NHEP seacoast participants per year. Supervised and trained classroom instructor and 3 interns. Conducted intake and orientation process, assessed employability, created individualized employability plan and tracked progress through on-going case management. Developed curriculum topics including career interest & skills assessments, life skills training, self-development, cognitive skills, resume/cover letters, job search and retention skills. Created a well-organized and visually appealing classroom environment conducive to hands on experience and appealing to different learning styles. Maintained high level classroom interaction, motivation, and humor, which resulted in consistently high program evaluation ratings and an 85% student completion rate.

Family Counselor, October 1998 – November 1999

Provided short-term, home-based, intensive assessment and counseling interventions for families, individuals and couples. Identified personal and family related barriers and developed service plan goals to resolve them. Provided counseling interventions for depression, PTSD, anxiety, domestic violence, parenting, medication evaluations, child custody and addiction. Developed safety plans, provided conflict resolution, mediation and crisis intervention. Facilitated and advocated for the client's engagement with informal and formal community resources and supports. Completed timely written casework documentation including assessment reports, releases, informed consents, service plans and weekly progress notes.

Colorado Women's Employment & Education, Denver, Colorado

July 1992 – July 1998

Program Manager, March 1994 – July 1998

Managed program operations for a non-profit employment and training agency serving 200 AFDC recipients each year with an overall budget of \$400,00. Nurtured partnerships with government, private sector business and non-profit resources. Maintained positive public relations and media relations for overall program. Developed marketing strategies that successfully recruited program participants, employers, funders, interns and volunteers. Negotiated and managed a J.T.P.A. Title IIA Training and Employment contract with the City of Denver. Researched, planned and implemented new program projects from concept to complete operation. Supervised, hired, trained, and evaluated performance for a staff of 10, plus 15 volunteer interns. Developed participant application, pre and post work competency measures, program evaluation questionnaires, exit interviews and post employment surveys which resulted in an increased capacity for the agency to evaluate program strengths and weaknesses and implement program improvement measures.

Facilitator/Trainer, June 1993 - March 1994

Trained groups of 25 – 30 welfare recipients through six week job preparation classes. Developed curriculum and created course materials. Increased community involvement by actively recruiting and training classroom volunteers and guest speakers from large corporations, small businesses, civic groups, non-profit and government agencies. Directed the evolution of CWEE's Job Readiness program to a unique "Work Competency" work simulated model recognized by the J.T.P.A. national office and Denver, Mayor's Office of Employment and Training, as the highest quality. Conducted individualized comprehensive assessment with each participant to determine career/job interest, job skills, personal obstacles and level of job readiness. Developed employability plans, documented performance attendance and progress towards employment goal. Identified the need for an enhanced case management system. Created an improved participant tracking process that resulted in higher participant completion numbers and improved participant satisfaction ratings. Mediated heated conflict in large and small groups as well as one on one situations; utilizing tried and true conflict resolution techniques.

Case Manger, July 1992 - June 1993

Provided monthly contract and follow up case management services for 100 participants. Documented progress attendance, and obstacles that interfered with the successful completion of training. Completed government J.T.P.A. contractual documentation for each enrollee. Conducted intake assessment interviews and brokered training, education and community resources. Coordinated with local community technical training schools to provide needed support services. Conducted joint agency meetings with participants who were experiencing difficulty. Created a comprehensive community resource and referral directory based on participants' needs, which eventually became the agency's Parenting Resource Library. Provided employment placement services when participants completed training through structured job search classes and individualized career counseling sessions.

Subcontracted Trainer/Group Facilitator

January 1991 – January 1994

Denver Family Opportunity Program, Mi Casa Resource Center for Women, Decatur Place, Warren Village, Englewood Schools Chapter 1 Program

Instructed over 2000 women in programs which offered; Self Development, Life Skills Education, Parent Education, G.E.D. Preparation, Work Readiness, Career Assessment, Job Seeking and Retention Skills. Developed training, education and employment programs for unique populations which included; youth at risk, teen mothers, welfare recipients, survivors of domestic violence, women in recovery, ex-offenders, unemployed and dislocated workers as well as the employed. Customized student handbooks, curriculum schedules, policies and procedures and topic related assessment tools. Facilitated trainings for non-profit agencies, government entities and private corporations in groups as large as 60.

Licensed Child Care Home Provider Denver, Colorado

March 1986 – August 1989

Planned and taught developmentally appropriate preschool, after school and summer camp programs for children 3 to 12 years of age. Exceeded social service's Child Care home requirements. Provided lots of love.

Auraria Early Learning Center Teacher/Assistant Director Denver, Colorado 1981 – 1985

Assisted Kindergarten Teacher with lesson plan preparation, supervised the afternoon program, planned and implemented after school activities, homework assistance and field trips for children ages four to six years. Acting Assistant Director responsibilities included; supervising evening staff, organizing staff schedules, coordinating overall programming of the evening childcare program for 60 children ages 18 months to 12 years.

Education/Training

B.A. in Sociology / Parent Education

Metropolitan State College of Denver – May 1992

Familystrength clinical trainings, 1998 – 2006: Clinical Assessment, Service Planning, Motivational Interviewing, Safety Planning, Stages of Change, Addiction Interventions, Dysfunctional Family Systems, Family Violence/Safety Planning

Colorado Women's Employment and Education trainings, 1992 – 1998: Quality Customer Service, Case Management Systems, Project Management, Project Management Mentors, Supervisory Skills Training, University of Colorado, Cultural Diversity Training, Governor's Job Training Office

Committee and Task Force Work

Governor's Workforce Opportunity Youth Council- State of New Hampshire

Welfare Advisory Committee- New Hampshire Department of Health and Human Services

Executive Committee-Concord Substance Abuse Coalition

Founder and President- Abbott-Downing Neighborhood Association

Mayors Welfare Reform Task Force- City and County of Denver

Co-Chair, Education, Training and Employment Task Force-Denver Family Opportunity Program

Denver Work Force Initiative-Piton Foundation

Denver One Stop Employment and Training Center Planning Team-Mayors Office of Employment and Education

Denver CBO Coalition-Grassroots First

Denver Family Opportunity Client Advisory Board- Denver Department of Social Services

References provided upon request

Brian Mooney, M.H.A.

Education:

University of New Hampshire, Durham, NH

- **Master of Health Administration** (2000) 3.93 GPA
- **Bachelor of Science**, Health Management and Policy (1998)
- **Associate of Arts**, General Academics (1996)

Healthcare Advisory Board and Harvard Business Mentor Leadership Academy (2007-2009)

High School Diploma, Exeter, 1990

Experience: *20 years in Patient Care, Healthcare Education, And Healthcare Management*

- **HOPE for New Hampshire Recovery**, Manchester, NH Analyst, February 2016-Present
 - Responsible for maintaining corporate data and analytics to support statistics and informational reporting.
 - Represent the company in the areas of Compliance, Safety, and Quality.
 - As a member of the leadership team support the organizations Mission, Vision, and Values.
 - CCAR Recovery Coach Academy, May 2016
 - NHADACA HIV Trends and Treatment, August 2016
 - National Alliance on Mental Illness NH, Suicide Prevention, September 2016
- **Eastern Maine Healthcare Systems**, Bangor, ME Contractor/Consultant, August 2015-February 2016
 - **Statistical Ledger**: Engaged to design and produce a statistical Ledger for the System Budget Office. This involved creating standard statistical measures across EMHS's 9 member hospitals. Once standardized, designed and produced a reporting package for Senior Leadership.
 - **Capital Management**: Assisted with the design and production of the organizations Capital Budget management tool. This involved sunsetting their current Capital Management system (Stratajazz), and implementing Capital Management in their new system (EPSi).
- **Volunteer** February 2013-August 2015
 - White River Junction VA Hospital
 - New England Handicapped Sports Association
 - Special Olympics
 - Patriot Resilient Leadership Institute
- **Partners Healthcare, Inc. Boston, MA** Senior Managed Care Analyst, Physician Analytics, August 2010-January 2013
 - Analysis of payer fee schedules, development of physician fee-for-service targets, provided information regarding fees and terms of contracts, supported contract negotiation activities, research preparation, and implementation of all regulatory changes effecting reimbursement.
- **University of New Hampshire, New England College**, adjunct faculty (current): Teach health care finance to MPH and MBA Candidates

Brian Mooney, M.H.A.

- For students to gain an understanding of the complexities of healthcare financing in the U.S. through examining multiple payment sources, reimbursement systems, the challenges of financial planning in healthcare and cost trends in the healthcare sector. Students also learn about the political, social and economic influences on public healthcare policy in the U.S. Course content surrounds both financial and managerial accounting practices.
- **Rockingham County Long Term Care Services**, Interim Management (Director of Finance) May 2009- Spring 2010
 - This temporary position was to assist Rockingham County Long Term Services maintain their finance department after 2 employees retired unexpectedly. These 2 employees had a combined service of over 50 years with the organization. During this assignment manual billing practices were automated leading to the successful submission of backlogged claims with over \$500,000 in reimbursement recovered.
- **Exeter Health Resources**, Principal Financial Analyst, Exeter, NH, 1999-May 2009
 - Master's Thesis: Implemented Master's Thesis, "Emergency Department Coding, Stopping the revenue bleed," re-aligning CPT Codes in emergency charges leading to a 1.5 million dollar revenue increase in the first year
 - Flexible Budgeting, Cost Accounting (net revenue reporting): As part of the organizations implementation team was responsible for creating allocation statistics, tables, and classifications of all organizational costs. Upon implementation of the system was responsible for providing flex budget information to all departments.
 - OPPS/APC's : Responsible for billing and accounts receivable preparation for the implementation of Medicare's Outpatient Prospective Payment System
 - Decision Support: Implemented and trained organizational leadership on Meditech's Executive Support System, and Cyberview, used to provide desktop information from across the organization.
 - Managed Care Report Card: Developed and maintained the organizations primary report for monitoring all reimbursement activity by payer and patient type. This report included inpatient and outpatient gross revenue, receipts, and contractual adjustments by payer, as well as the adjustment rate (%), and A/R.
 - Charge Master and Reimbursement: Was responsible for the organizations charge master including accuracy of charge amount, revenue codes, CPT/HCPCS codes and multipliers for lab and pharmacy charges.
 - Revenue Cycle: Worked as part of the organization's corporate revenue cycle team monitoring the impact of regulatory changes on revenue throughout the revenue cycle.
- **Hallmark Health**, Managed Care Analyst, Malden, MA, 1998-1999
 - Responsible for working with commercial payers to import and analyze claims data providing statistical information to the organizations 3 Physician Hospital Organizations
- **University of New Hampshire**, Teaching Assistant, Epidemiology, Durham, NH 1996-1998
 - Responsible for teaching 3 classes of 30 the computer applications used to organize and analyze epidemiological data leading to the study of disease spread.

Brian Mooney, M.H.A.

- **New Hampshire Air National Guard**, Pease ANG Base, Portsmouth, NH, Crash, Fire, Rescue, Medic, 1993-1999
 - **Structural Firefighting:** As part of a department responsible for protecting life and property within geographical areas determined by the Department of Defense
 - **Crash Firefighter:** As part of a department protect life and property on designated airfield space including mission critical military assets
 - **Rescue:** Part of a 3 member team that will manage and coordinate life-saving efforts in the search, extrication, and safe-guarding of trapped victims during natural and man-made accidents and disasters.

- **United States Air Force**, Crash, Fire, Rescue, Medic, 1990-1993
Stations: Texas, Illinois, Guam, Korea, Tinian, Maine, Germany, Idaho, Dominican Republic, Panama, and others.
 - **Awarded:** Air Force Achievement Medal, National Defense Service Medal, Humanitarian Service Medal, Outstanding Unit, Short Tour Overseas, AF Longevity, Expert Marksman

Information Systems:

Hierarchical and relational database applications, MS Office (PowerPoint, Access, Excel, Word), Pointclickcare™, Meditech©, Client Server and Magic- Billing and Accounts Receivable, Cost Accounting, Executive Support System, Admissions, Abstracting, Data Repository, Lawson, Orsos, MSM(Pysis), Midas, Siemens, Allscripts, Stratajazz.

References: Contact information provided upon request.



Annual Salaries of the Top Five Members of Our Organization

<u>Name</u>	<u>Annual Compensation</u>	<u>% of Funds from this Contract</u>
Cheryl A. Coletti-Lawson President and CEO	\$0	0
Holly Cekala Vice President of Programs	\$75,000	0
Kelly Riley Center Manager	\$52,000	0
Kimberly Shepard Center Manager	\$40,000	20%
Brian Mooney	\$20.00 per hour (avg 25 hours per week)	0