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

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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October 19, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services to enter into agreements, with the vendors listed below, for the provision of Peer Recovery Support Services for individuals with substance use disorders, which are an important element of the Department's overall strategy to significantly reduce alcohol and drug misuse and its social, behavioral and health consequences statewide, effective the date of Governor and Executive Council approval through June 30, 2017. 100% General Funds.

Funds to support this request were made available upon the passage of Senate Bill 533 on June 24th, 2016, which requires funds for these programs to be awarded within one hundred-fifty (150 days) from the date the bill passed.

| Vendor  | Vendor Code | Address   | Grant Amount     |
|---|-------------|---|------------------|
| Hope for NH Recovery,<br>Claremont Region                           | 159129-B001 | 140 Central Street<br>Manchester, NH 03103        | \$118,770.60     |
| Hope for NH Recovery,<br>Concord Region                             | 159129-B001 | 140 Central Street<br>Manchester, NH 03103        | \$118,770.60     |
| Hope for NH Recovery,<br>Manchester Region                          | 159129-B001 | 140 Central Street<br>Manchester, NH 03103        | \$158,360.80     |
| Navigating Recovery of<br>the Lakes Region,<br>Winnepesaukee Region | TBD         | 635 Main Street<br>Suite 303<br>Laconia, NH 03246 | \$104,098        |
| <b>TOTAL:</b>   |             |   | <b>\$500,000</b> |

**05-95-49-491510-2990000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

| SFY  | Class/Object | Title                         | Activity Code | Amount           |
|------|--------------|-------------------------------|---------------|------------------|
| 2017 | 102/500734   | Contracts for Social Services | 49158702      | \$500,000        |
|      |              |                               | <b>TOTAL:</b> | <b>\$500,000</b> |

**EXPLANATION**

The purpose of this request is to develop Peer Recovery Support Services provided by Recovery Community Organizations (RCOs) that are accredited by the Council of Accreditation of Peer Recovery Support Services (CAPRSS). Peer Recovery Support Services are an important part of the Department's comprehensive approach to reduce alcohol and drug misuse and its social, behavioral and health consequences, which includes prevention, early intervention, treatment, and recovery support services. These services are also part of the state's strategy to help individuals addicted to heroin and other opioids, which have had a particularly devastating impact on individuals, families and communities in New Hampshire, including 439 drug overdose deaths in 2015.

The vendors will utilize funding made available from this contract to achieve CAPRSS accreditation, support the operating costs for a Recovery Center and provide Peer Recovery Support Services. Contractors will initiate the accreditation process from the CAPRSS by no later than thirty (30) days from the date the contract is approved by the Governor and Executive Council. With training and technical assistance made available by the Department of Health and Human Services, the RCOs will facilitate their recovery coaches becoming Certified Recovery Support Workers (CRSWs) under the Board of Alcohol and Drug Use Professionals. The RCO will also enroll as a 'Peer Recovery Program' provider under the New Hampshire Medicaid Program. Vendors will be required to engage with Regional Public Health Network (RPHN) continuum of care development efforts, facilitated by the RPHN that cover their areas and the Regional Access Point Services Providers in their regions. Vendors will ensure that stakeholders in their region are well informed about the Peer Recovery Support Services made available by this contract and that services are coordinated with other services in their area. The vendors will train and supervise all staff to provide Recovery Coaching and Telephone Recovery Support Services in accordance with the standards set forth by CAPRSS, all applicable New Hampshire laws, and Department administrative rules and standards.

These contracts were competitively bid. On August 19, 2016 the Department issued a Request for Proposals from non-profit organizations to facilitate the development and networking of Peer Recovery Support Services. The request was available on the Department's website from August 19, 2016 through October 7, 2016. A total of eight (8) proposals were received from three (3) vendors, the proposals were received and evaluated by a team of Department employees with extensive knowledge of the program requirements as well as significant management expertise.

The contracts, as indicated in Exhibit C-1, include renewal language for up to two (2) additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

The funding for these specific types of services (Peer Recovery Support Services) was made available upon the passage of Senate bill 533 on June 24, 2016, which required funds for these programs be awarded within 150 days from the date the bill passed.

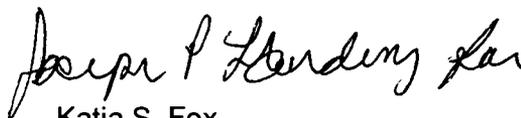
Recovery Community Organizations will be expected to leverage additional public and private resources against the resources offered through the resulting contracts, thereby increasing and sustaining the Peer Recovery Support Services beyond those funded through the State's contribution.

Should the Governor and Executive Council not approve this request, the Department's ability to provide peer recovery support services critical to help individuals gain and maintain their recovery, may be limited.

Area Served: Four (4) Public Health Regions

Source of Funds: are 100% General Funds as identified in Senate Bill 533.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

**Peer Recovery Support Services  
(PRSS)**

**RFP-2017-BDAS-02-PEERR**

RFP Name

RFP Number

**Bidder Name**

1. **Frisbie Memorial Hospital**
2. **Hope for NH Recovery, Berlin**
3. **Hope for NH Recovery, Claremont**
4. **Hope for NH Recovery, Concord**
5. **Hope for NH Recovery, Derry**
6. **Hope for NH Recovery, Franklin**
7. **Hope for NH Recovery, Manchester**
8. **Navigating Recovery**
9. **0**
10. **0**
11. **0**
12. **0**

| Pass/Fail | Maximum Points | Actual Points |
|-----------|----------------|---------------|
|           | 750            | 335           |
|           | 750            | 525           |
|           | 750            | 530           |
|           | 750            | 545           |
|           | 750            | 522           |
|           | 750            | 520           |
|           | 750            | 570           |
|           | 750            | 686           |
|           | 750            | 0             |
|           | 750            | 0             |
|           | 750            | 0             |
|           | 750            | 0             |

**Reviewer Names**

1. **Lindy Keller, Bureau of Drug & Alcohol Serv-Tech**
2. **Paul Kiernan, Bureau of Drug & Alcohol Serv-Tech**
3. **Michael Kelly, Div of Behavioral Health-Tech**
4. **Eileen Mullen, Administrator III, DCYF Child Protection-Tech**
5. \_\_\_\_\_
6. **Laurie Heath, Business Administrator II, DEAS - Cost**
7. **Philip Nadeau, Administrator III Ofc Improvement & Integrity, Cost**
8. \_\_\_\_\_
9. \_\_\_\_\_



**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                       
Date 10/21/14

Agreement. This provision shall survive termination of this Agreement.

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

Contractor Initials   
Date 10/21/16

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide Peer Recovery Support Services in the New Hampshire Regional Public Health Networks located in:
  - 1.3.1. Greater Sullivan County;
  - 1.3.2. Greater Manchester area; and
  - 1.3.3. Capital Area.

### 2. Scope of Services

- 2.1. The Contractor shall provide Peer Recovery Support Services, which shall include, but not be limited to:
  - 2.1.1. Individual in center coaching sessions;
  - 2.1.2. In center group coaching sessions;
  - 2.1.3. Individual tele-health coaching sessions including but not limited to:
    - 2.1.3.1. Telephone calls;
    - 2.1.3.2. Texting; and
    - 2.1.3.3. Video sessions.
  - 2.1.4. Telephone Recovery Support Services
  - 2.1.5. Community/Peer Led groups and activities that focus on education, employment, health and wellness, life skills, coping, symptom management, and 'sober' social activities.
- 2.2. The Contractor shall work to reduce the stigma of Substance Use Disorder (SUD) through a variety of education outreach activities which include, but are not limited to:
  - 2.2.1. Annual rally for recovery events, lectures, and panel discussions; and
  - 2.2.2. Workplace initiative program that encourages employers to provide recovery support services in the workplace.
- 2.3. The Contractor shall conduct self-assessment of readiness to deliver Peer Recovery Support Services (PRSS) according to standards set by the Council of Accreditation of Peer Recovery Support Services (CAPRSS).

*[Handwritten Signature]*  
*[Handwritten Date: 10/21/16]*



- 2.4. The Contractor shall develop and achieve a work plan that leads to and maintains CAPRSS accreditation in each location and the establishment of a Recovery Center in each location, which includes collaboration with CAPRSS and other PRSS training and technical assistance assets to achieve accreditation through CAPRSS. The Contractor shall:
  - 2.4.1. Ensure members have a voice on program operations by ensuring the Contractor has a member advisory board that includes members of each local community.
  - 2.4.2. Ensure meetings and decisions include input from the Contractor as well as the member advisory boards.
  - 2.4.3. Ensure other technical assistance assets include, local community service agencies within each region
- 2.5. The Contractor shall open and maintain a Recovery Center in each region defined in Section 1.3 that meets CAPRSS standards.
- 2.6. The Contractor shall implement a back office functional support plan for financial management, billing, quality improvement and data collection.
- 2.7. The Contractor shall apply to be a Medicaid 'Peer Recovery Program' provider and deliver services if approved.
- 2.8. The Contractor shall apply to contract with Managed Care Organizations (MCOs) for PRSS and deliver services if approved.
- 2.9. The Contractor shall develop billing policies and protocols and implement a billing process to bill Medicaid and other payers for PRSS which may include, but not be limited to:
  - 2.9.1. Utilizing billing services available through Orchard Medical Management, LLC.
  - 2.9.2. Providing direct supervision and technical assistance to each recovery center to become a Medicaid provider.
- 2.10. The Contractor shall participate with other Recovery Community Organizations (RCOs) in the "PRSS Community of Practice" as established through the NH Center of Excellence.
- 2.11. The Contractor shall engage with each of the three Regional Public Health Network (RPHN) continuum of care development work in order to ensure local community agencies are aware of PRSS services available at the local level. The Contractor shall:
  - 2.11.1. Meet with local community agencies and partners on a regular basis to ensure a current working knowledge of local community services is available to all staff.
  - 2.11.2. Attend Advisory Board meetings in each region two (2) times per year at minimum.
- 2.12. The Contractor shall ensure its governing body and personnel providing services include:
  - 2.12.1. Representatives of the local communities of recovery in each region.

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- 2.12.2. Are responsive to the concerns of local communities in each region.
- 2.13. The Contractor shall ensure the Peer Recovery Support Advisory Panel (PRSAP) is comprised of stakeholders statewide who represent the recovery community at large. The Contractor shall ensure:
  - 2.13.1. Individuals serving on the PRSAP are selected demographically to represent the voice of the recovery community.
  - 2.13.2. Membership consists of no more than thirteen (13) representatives.
  - 2.13.3. One (1) individual is designated to attend the Contractor's board meetings in order to share the current concerns and needs of the panel.
  - 2.13.4. The panel conducts online surveys and community feedback events in order to provide a peer review rating of services provided by Hope for New Hampshire Recovery.
- 2.14. The Contractor shall provide personnel who are able to provide Peer Recovery Coaching and telephonic Recovery Support Services. The Contractor shall:
  - 2.14.1. Ensure all staff basic training in Peer Recovery Coaching and Telephonic Recovery Support Services.
  - 2.14.2. Ensure each staff is enrolled in a staff development plan that enables him/her to achieve and maintain certification as a Certified Recovery Support Worker (CRSW).
- 2.15. The Contractor shall ensure that PRSS are provided and personnel providing services are supervised in accordance to CAPRSS and NH CRSW standards.
- 2.16. The Contractor shall conduct a minimum of three (3) community wide meetings per year which shall include the local community of recovery and their families.
- 2.17. The Contractor shall collect and analyze data in order to combine various recovery milestones which shall be translated into a point score to determine where each member or client is in their path to recovery. The Contractor shall:
  - 2.17.1. Measure biological, social, economic, and community points of members to determine program effectiveness.
  - 2.17.2. Utilize data to determine the types of interactions that lead to specific outcomes.
  - 2.17.3. Utilize data for more effective coach-client matching, improved connections with support groups, and increased contacts that work best.

### 3. Reporting

- 3.1. The Contractor shall work with the NH Center for Excellence to collect data and implement an evaluation process, as approved by the Department.
- 3.2. The Contractor shall ensure data collection and evaluation of data are culturally appropriate for the recovery communities being served.
- 3.3. The Contractor shall collect, analyze and utilize client data for evaluation and planning purposes. The data must include, but not be limited to:
  - 3.3.1. Gender

Handwritten initials and date: The initials appear to be 'JL' and the date is '10/1/16'.



- 3.3.2. Age
- 3.3.3. Ethnicity
- 3.3.4. Primary drug of choice
- 3.3.5. Referral Source
- 3.3.6. Client Financial Information
- 3.3.7. Healthcare Coverage Information
- 3.3.8. Substance Use Disorder or Co-occurring Disorder recovery needs
- 3.3.9. Participation in Community Services
- 3.3.10. Recovery capital
- 3.3.11. SAMHSA National Outcome Measures (NOMs)  
(<http://www.samhsa.gov/disorders/co-occurring>), which include:
  - 3.3.11.1. Abstinence
  - 3.3.11.2. Crime and Criminal Justice
  - 3.3.11.3. Employment/Education
  - 3.3.11.4. Stability in Housing
  - 3.3.11.5. Social Connectedness

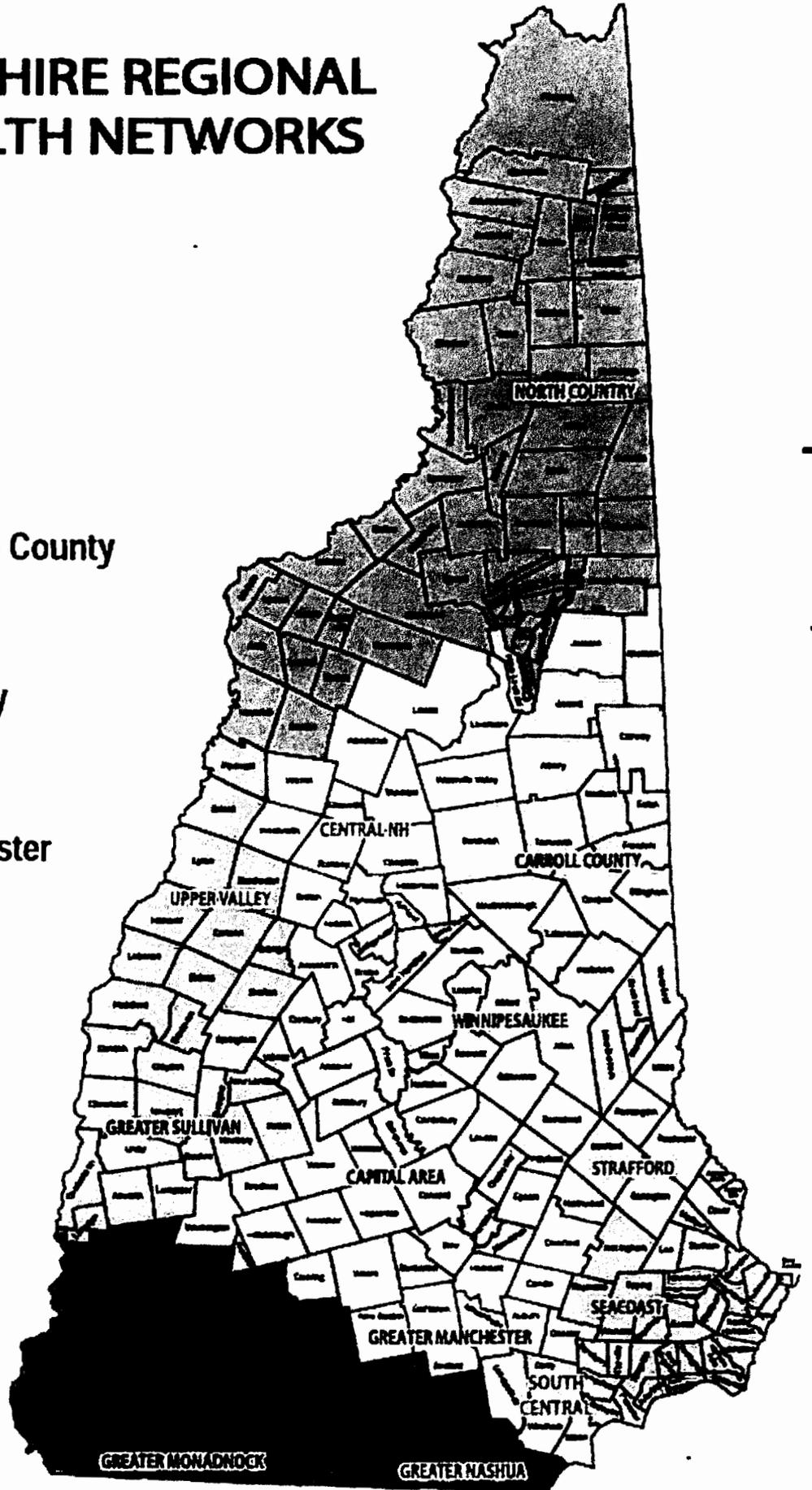
#### 4. Deliverables

- 4.1. The Contractor shall provide the Department with quarterly reports on their progress of development starting on January 1, 2017.
  - 4.1.1. Progress on CAPRSS accreditation work plan
  - 4.1.2. Progress on establishing and opening a recovery center
  - 4.1.3. Number of staff hired and trained
  - 4.1.4. PRSS services provided
  - 4.1.5. Report on client data collected as identified in section 3
- 4.2. The Contractor shall document community collaboration with each local RPHN on a quarterly basis.

  
10/21/16

# NEW HAMPSHIRE REGIONAL PUBLIC HEALTH NETWORKS

-  North Country
-  Upper Valley
-  Central NH
-  Carroll County
-  Greater Sullivan County
-  Winnipesaukee
-  Strafford County
-  Capital Area
-  Greater Manchester
-  Seacoast
-  Greater Monadnock
-  Greater Nashua
-  South Central



Contractor Initials CO  
Date 10/21/16



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## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Within ten (10) days of the contract approval date, the Contractor shall submit a budget for the State Fiscal Year of the contract. Once accepted by the Department, the budget will be incorporated into this contract as fully set forth herein. The approved budget shall be referenced as Exhibit B-1 Budget.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibit B-1.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor will submit monthly invoices for reimbursement by the tenth (10<sup>th</sup>) of each month which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.2. Invoices must be submitted to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
  - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the Contract end date. Failure to submit the invoice and accompanying documentation may result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the Contract Price Limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



**SPECIAL PROVISIONS**

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

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



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

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

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

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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

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- 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.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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**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



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:

10/21/16  
Date

  
Name: Cheryl Coletti-Lawson  
Title: 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:

Date 10/21/14

  
Name: Cheryl Colette-Lawson  
Title: 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

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

10/21/14  
Date

  
Name: Cheryl Culetty-Lawson  
Title: 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

Contractor Initials

*OR*

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

*10/21/14*



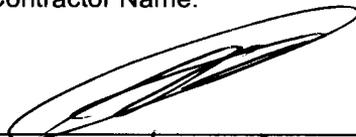
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for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

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

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

Contractor Name:

Date 10/21/16

  
Name: Cheryl Coletti-Tawson  
Title: CEO



**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:

Date 10/21/16

  
Name: Cheryl Colett-Lawson  
Title: CEO



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.

Handwritten initials of the contractor, appearing to be "CO".

Handwritten date "10/21/14".



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

|  |  |
|--|--|
| _____                                  | <u>Hope For NH Recovery</u>            |
| The State                              | Name of the Contractor                 |
| <u>Joseph P. Hardy for Kutja Ford</u>  | <u>[Signature]</u>                     |
| Signature of Authorized Representative | Signature of Authorized Representative |
| <u>Joseph P. Hardy</u>                 | <u>Cheeryl Celetti Lawson</u>          |
| Name of Authorized Representative      | Name of Authorized Representative      |
| <u>Director, BOAC/AH#</u>              | <u>CEO</u>                             |
| Title of Authorized Representative     | Title of Authorized Representative     |
| <u>10-24-16</u>                        | <u>10/21/16</u>                        |
| Date                                   | 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:

10/21/16  
Date

  
Name: Cheryl Coletto - Lawson  
Title: CEO



**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:

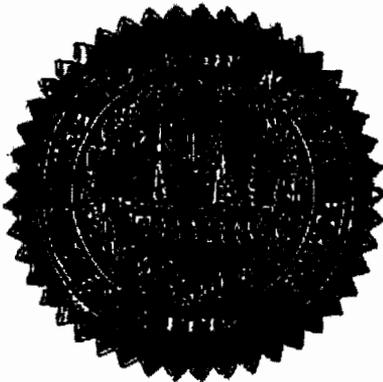
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

|             |               |
|-------------|---------------|
| 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 22<sup>nd</sup> day of January, A.D. 2016

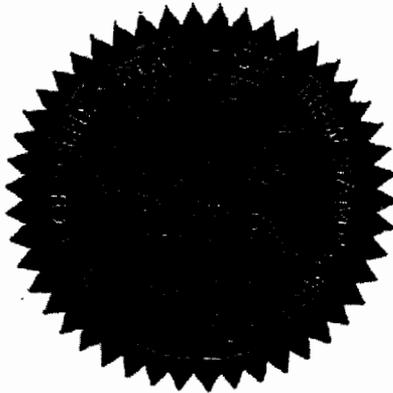
A handwritten signature in cursive script, appearing to read "William M. Gardner".

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 16<sup>th</sup> day of May A.D. 2016

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

William M. Gardner  
Secretary of State

NEW HAMPSHIRE

## Corporation Division

[Search](#)  
[By Business Name](#)  
[By Business ID](#)  
[By Registered Agent](#)  
[Annual Report](#)  
[File Online](#)  
[Guidelines](#)  
[Name Availability](#)  
[Name Appeal Process](#)

Date: 10/20/2016

## Filed Documents

(Annual Report History, View Images, etc.)

## Business Name History

| Name                               | Name Type |
|------------------------------------|-----------|
| FRIENDS OF RECOVERY, NEW HAMPSHIRE | Legal     |

## Non-Profit Corporation - Domestic - Information

|                                       |   |
|---------------------------------------|---|
| <b>Business ID:</b>                   | 354680                                    |
| <b>Status:</b>                        | Good Standing                             |
| <b>Entity Creation Date:</b>          | 8/8/2000                                  |
| <b>Principal Office Address:</b>      | 140 Central Street<br>Manchester NH 03103 |
| <b>Principal Mailing Address:</b>     | 140 Central Street<br>Manchester NH 03103 |
| <b>Expiration Date:</b>               | Perpetual                                 |
| <b>Last Annual Report Filed Date:</b> | 12/13/2015 7:48:59 PM                     |
| <b>Last Annual Report Filed:</b>      | 2015                                      |

## Registered Agent

|                         |            |
|-------------------------|------------|
| <b>Agent Name:</b>      |            |
| <b>Office Address:</b>  | No Address |
| <b>Mailing Address:</b> | No Address |

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

# CERTIFICATE OF VOTE

(Corporation without Seal)

I, Susan Dennis, do hereby certify that:

(Name of Clerk of the Corporation: Cannot be contract signatory)

1. I am a duly elected Clerk 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 10/21/16 :  
(Date)

**RESOLVED:** That this Corporation ever into a contract with the State of New  
Hampshire, acting through its Department of Health and Human Services,  
Peer Recovery Support services.

**RESOLVE:** 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  
as of the 21 day of October, 20 16 .  
(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.

Susan M Dennis

(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

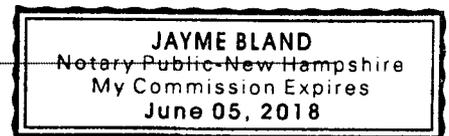
The forgoing instrument was acknowledged before me this 21 day of Oct, 20 16 .

By Susan M Dennis  
(Name of Clerk of Corporation)

Jayme Bland  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:





# CERTIFICATE OF LIABILITY INSURANCE

FRIEOR-01 DBEAUDOIN

DATE (MM/DD/YYYY)  
9/13/2016

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<br>Davis & Towle Morrill & Everett, Inc.<br>115 Airport Road<br>Concord, NH 03301   | CONTACT NAME:                 |                                |                              |
|  | PHONE (A/C No, Ext):          | (603) 225-6611                 | FAX (A/C No): (603) 225-7935 |
| INSURED<br><br>Hope for New Hampshire Recovery<br>140 Central Street<br>Manchester, NH 03103 | E-MAIL ADDRESS:               |                                |                              |
|  | INSURER S) AFFORDING COVERAGE |                                | NAIC #                       |
|  | INSURER A:                    | Philadelphia Insurance Company | 23850                        |
|  | INSURER B:                    |                                |                              |
|  | INSURER C:                    |                                |                              |
|  | INSURER E:                    |                                |                              |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDSUBR INSR WVD | POLICY NUMBER | POLICY EFF (MMDD/YYYY) | POLICY EXP (MMDD/YYYY) | LIMITS  |
|----------|--|------------------|---------------|------------------------|------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |                  | PHPK1508861   | 06/08/2016             | 07/01/2017             | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 20,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS |                  | PHPK1508863   | 06/08/2016             | 07/01/2017             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |                  | PHUB544331    | 06/08/2016             | 07/01/2017             | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$<br>\$ 1,000,000  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N/A       |               |                        |                        | PER STATUTE OTH-ER<br>E L EACH ACCIDENT \$<br>E L DISEASE - EA EMPLOYEE \$<br>E L DISEASE - POLICY LIMIT \$   |

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

## CERTIFICATE HOLDER

State of NH - DHHS  
Attn: Eric D. Borrin, Director of Contracts & Procurement  
129 Pleasant Street - Brown Building  
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  
*Donna P. Beaudoin*



# 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).

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

|                  |   |                         |
|------------------|---|-------------------------|
| <b>COVERAGES</b> | <b>CERTIFICATE NUMBER:</b> CL1651704777 | <b>REVISION NUMBER:</b> |
|------------------|---|-------------------------|

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

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

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b>                                 | <b>CANCELLATION</b>  |
| STATE OF NH, DHHS<br>105 PLEASANT ST<br>CONCORD, NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>Deb Basiliere/DEB <i>Deb Basiliere</i>  |



FRIE0FR-01

APALMISANO

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 9/15/2016

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

| <b>PRODUCER</b><br>AP Intego Insurance Group, LLC<br>1601 Trapelo Rd. Suite 174<br>Waltham, MA 02451                       | <b>CONTACT</b><br>NAME: _____<br>PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____<br>E-MAIL ADDRESS: <b>cservice@apintego.com</b>  |                               |        |   |              |            |  |            |  |            |  |            |  |            |  |
|--|--|-------------------------------|--------|---|--------------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br><br><b>Friends of Recovery-NH DBA HOPE for NH Recovery</b><br>140 Central Street<br>Manchester, NH 03103 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>FirstComp Insurance Company</b></td> <td><b>27626</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: <b>FirstComp Insurance Company</b> | <b>27626</b> | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |   |              |            |  |            |  |            |  |            |  |            |  |
| INSURER A: <b>FirstComp Insurance Company</b>  | <b>27626</b>   |                               |        |   |              |            |  |            |  |            |  |            |  |            |  |
| INSURER B:   |  |                               |        |   |              |            |  |            |  |            |  |            |  |            |  |
| INSURER C:   |  |                               |        |   |              |            |  |            |  |            |  |            |  |            |  |
| INSURER D:   |  |                               |        |   |              |            |  |            |  |            |  |            |  |            |  |
| INSURER E:   |  |                               |        |   |              |            |  |            |  |            |  |            |  |            |  |
| INSURER F:   |  |                               |        |   |              |            |  |            |  |            |  |            |  |            |  |

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

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| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
|          | <input type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: _____ |           |          |               |                         |                         | EACH OCCURRENCE \$ _____<br>DAMAGE TO RENTED PREMISES (EA occurrence) \$ _____<br>MED EXP (Any one person) \$ _____<br>PERSONAL & ADV INJURY \$ _____<br>GENERAL AGGREGATE \$ _____<br>PRODUCTS - COMPOP AGG \$ _____<br>_____ \$ _____ |
|          | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (EA accident) \$ _____<br>BODILY INJURY (Per person) \$ _____<br>BODILY INJURY (Per accident) \$ _____<br>PROPERTY DAMAGE (Per accident) \$ _____<br>_____ \$ _____   |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED: _____    RETENTION \$: _____   |           |          |               |                         |                         | EACH OCCURRENCE \$ _____<br>AGGREGATE \$ _____<br>_____ \$ _____  |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | WC0163984-02  | 07/08/2016              | 07/08/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E L EACH ACCIDENT \$ <b>500,000</b><br>E L DISEASE - EA EMPLOYEE \$ <b>500,000</b><br>E L DISEASE - POLICY LIMIT \$ <b>500,000</b>                   |

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

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>State of New Hampshire | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

## **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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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

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<br/>Restricted</u> | <u>Total</u>     |
|---|---------------------|-----------------------------------|------------------|
| <b>Operating Support and Revenues:</b>      |                     |                                   |                  |
| 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>         |
| <b>Total Operating Support and Revenues</b> | <u>155,030</u>      | <u>14,193</u>                     | <u>169,223</u>   |
| <b>Expenditures:</b>                        |                     |                                   |                  |
| 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>       |
| <b>Total Expenditures</b>                   | <u>123,169</u>      | <u>-</u>                          | <u>123,169</u>   |
| <b>Change in Net Assets</b>                 | <b>31,861</b>       | <b>14,193</b>                     | <b>46,054</b>    |
| <b>Net Assets, Beginning of Year</b>        | <u>12,786</u>       | <u>-</u>                          | <u>12,786</u>    |
| <b>Net Assets, End of Year</b>              | <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<br/>(Decrease)<br/>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><u>\$ 57,054</u></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.



**Annual Salaries of the Top Five Members of Our Organization**

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

**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, LCPD 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

## 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 stake holders will be utilized and welcomed.

**Child and Family Services, Concord NH**

**March 2013- June 2016**

**IHB/ ISO Intensive Home-based Case Manage/ 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-May2015**

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 II-A 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 Manager, 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  
Denver Family Opportunity Program, Mi Casa Resource Center for Women, Decatur Place, Warren Village,  
Englewood Schools Chapter 1 Program**

**January 1991 – January 1994**

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:**

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**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**

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- **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.
  - OPPOS/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:**

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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.

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## **RECOVERY COACH SUPERVISOR-PROGRAM/CENTER MANAGER**

Location: HOPE for NH Recovery Community Center

Reports to: VP of Programs

**SUMMARY:** Supervise the daily operations of their assigned Recovery Community Center and or programs. Provide basic administrative services to the Recovery Community Center staff.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Include the following. Other duties may be assigned as needed. Supervise, Lead Peers, Recovery Coaches, Interns and volunteers at a recovery Community Centers and programs they are overseeing. Functions include but are not limited to: Oversee the day-to-day activities, training when necessary, ensuring the reception areas are functioning efficiently and effectively. Respond to the questions and requests from staff regarding a wide range of office procedures. Coordinate the scheduling of staff to ensure appropriate coverage. Provide direction and communicate new and revised office and program procedures, insurance information, policies, and all other relevant information. Troubleshoot problems as they occur. Ensure that office staff follow and respond to Information Services (IS) procedures. Ensure policies are being followed at all times. Ensure members receiving services are receiving quality care. Ensure follow up with those recoverees being served is proficient. Ensure documentation is correct and maintains the level of accuracy needed to maintain contracts with Hope for NH. Maintain confidentiality at all times. Facilitate staff meetings once weekly and individual supervision once weekly and as needed. Document supervision. Coordinate with the work place initiative team through roll out process. This includes engaging work place partners and staff. Communicate problems and other matters to Vice President of programs.

### **MANAGEMENT DUTIES:**

Evaluate staff performance and provide remedial training and constructive input, ability to give strength-based feedback is essential. Provide training and individual coaching related to customer service, effective interactions with members, and staff. Order office supplies, ensure supply closet inventory is kept on a weekly basis.

Maintain cooperative relationships with Guests and members, staff and the public. Treat members with respect, Communicate with various agencies and other departments about the recovery community center. Work in cooperation with co-workers and supervisory staff. Deal with co-workers and assigned support staff regarding problems in a constructive manner. Accept and use direction and supervision. Attend trainings, supervision and staff meetings.

**SUPERVISORY RESPONSIBILITIES:**

Directly supervise multiple support staff. Carry out supervisory responsibilities in accordance with Center policies and applicable laws. Train employees. Planning, assigning, and directing work. Appraising performance; rewarding and Addressing problem areas that employees need; addressing complaints and resolving problems.

**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:**

Bachelor's Degree (BA/ BS) from a 4-year college and a Minimum of; 4 years' experience working in a Medical/ behavioral health Office is

preferred. Prior supervisory experience and computer experience required. Must also possess good typing skills as well as good spelling and grammar. Must hold NH Certification as a CRSW. Must have completed all needed training requirements set by Hope Policy.

**LANGUAGE SKILLS:**

Must possess excellent communications skills. Ability to read and interpret documents such as operating instructions, and policy and procedure manuals. Ability to write report and correspondence and to speak effectively with employees of The Center and outside agencies.

**MATHEMATICAL SKILLS:**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

**REASONING ABILITY:**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. the employee frequently is required to reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl. the employee must occasionally lift and/or move up to 10 pounds, Specific vision abilities required by this job include close vision, distant vision, and working smell sense.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in a Center. Reasonable accommodations may be made to enable individuals with disabilities to perform the necessary tasks. There are various work environments that have varied tasks and responsibilities. Online and telephone work environment is within a Hope Recovery community center. Other environments include but are not limited to Emergency departments, primary care facilities, recovery housing, treatment facilities and community centers. The varied facilities listed above have the facilities policies, which must be followed as well in tandem with HOPE policy.

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# MICHELLE PARENTEAU

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## Career Focus

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Hard-working, entry-level Recovery Coach, looking to apply my education and experience to a job in Recovery Coaching. Areas of proficiency include Dependable Focused, Positive Responsible. I also work well with People and I am very opened minded.

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## Core Qualifications

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- Strong knowledge of Addictions
- Experience in Drug alcohol and Eating disorders
- Excellent research skills
- Organizational planning
- Professional demeanor
- Planning/coordinating

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## Specialized Training

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**Emergency Medical Technican Basic: EMS** 1999  
Wesleyan University Middletown, CT

I took a state class to become an EMT at the University. It was offered by the state of Connecticut. I was not enrolled in the University

**Recovery Coach: Addiction** 2015  
Claremont, NH

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## Accomplishments

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### Documentation

- Recovery Coach CCAR]
- HIV TRENDS & TREATMENT
- F.A.S.T.E.R. Family Advocating Substance Treatment Education & Recovery
- Naloxone Narcan Train the Trainer
- Suicide Post Training
- Ethics Training
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## Work Experience

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**Volunteer** 12/2015 to Current  
**Great Sullivan County Medical Reserve Corps Unit #1558** Newport, NH

**President** 12/2014 to Current  
**Millies Place Sober Club House** Newport, NH

**EMT-B/ fire** 02/2001 to 05/2008  
**Sunapee Fire Department** Sunapee, NH

I was an Emergency Medical Technician and was a paid /volunteered department. I was responsible for our EMS truck as well as 20 hours of training a year. I worked with the public for EMS calls but I also did local support and education for the public.

I was also trained in Hazmat.

**Emergency Medical Technician Basic** 09/2000 to 05/2009  
**Newbury Fire Department** Newbury, NH

I also did the same duties that I had at Sunapee Fire Department.

# Karla A. Gallagher

- Experience**
- Oct. 2012- Present                      FOR-NH (HOPE for NH-Recovery) Manchester, NH  
**Finance & Administration**
- Employee payroll
  - Vendor payments, customer invoicing, contract billing
  - Administrative Duties, maintain agency calendar
  - Recovery Coaching
  - Budgets, month-end reconciliation and reporting
  - Coordinate Community Outreach, Social Advocacy
- 2009-Feb. 2012                      Londonderry Presbyterian Church    Londonderry, NH  
**Bookkeeper** (using Quickbooks on-line)
- Employee Payroll , IRS payments and reporting
  - Vendor Payments, negotiate cost savings
  - Budgets, month-end reconciliation and reporting
- 2006-Feb. 2012                      Londonderry Presbyterian Church    Londonderry, NH  
**Children's Ministry Coordinator**
- Facilitate Sunday Christian education volunteers and child care children
  - Plan and execute extra events with volunteers for children
- 1988-Present                      Weight Watchers                      Various Locations in NH  
**Meeting Receptionist**
- Weigh and process meeting members
  - Complete meeting room Tally (paperwork)
  - Promote product sales, member success and retention
- 1987-2000                      Geac Computers                      Nashua, NH & Tampa, FL  
**Billing & A/R, Customer Service, Purchasing**
- Sales invoicing, cash application, account reconciliation
  - Field service billing, customer service parts order processing
  - Plan, order and expedite materials based on usage and production schedule
- Education**
- 1983-1984                      Quincy College                      Quincy, MA
- Computer Science
  - Certified CCAR Recovery Coach and Trainor
- Interests**
- Gardening, reading, crafting
- References**
- Holly Cekala-VP Programs at Hope for NH Recovery 603/935-7524  
Laurie Melanson-Office Manager at Londonderry Presbyterian 603/889-3796  
Diane Morin-Territory Manager of Weight Watchers 603/560-3241

# KELLY RILEY

## Summary

- Accomplished and energetic Certified Recovery Support Worker (CRSW) with a solid history of achievement in the Juvenile Justice Field.
- Areas of expertise include recruiting, leading and training volunteer recovery advocates. Seasoned with more than 10 years of experience in fast-paced Addiction Rehabilitation and Treatment Facilities Substance Use Disorder Recovery Centers and Community Centers. Track record of achieving exceptional results in Recovery Coaching and Peer Support Services.
- Excellent people and resource skills.
- Reliable Community Connect Mentor and Activities Program Coordinator for three years.
- Very respected and well liked in community and work place.

## Skills

- Active Listening
- Coordination
- Public Safety and Security
- Critical Thinking
- Judgment and Decision Making
- Therapy and Counseling
- Speaking
- Complex Problem Solving
- Social Perceptiveness
- Personnel and Human Resources

## Experience

### State of NH Sununu Youth Service Center

11/2012-7/2015

- Counsel individuals, groups, families, or communities regarding issues including mental health, poverty, unemployment, substance abuse, physical abuse, rehabilitation, social adjustment, child care, or medical care.
- Interview clients individually, in families, or in groups, assessing their situations, capabilities, and problems, to determine what services are required to meet their needs.
- Serve as liaisons between students, homes, schools, family services, child guidance clinics, courts, protective services, doctors, and other contacts, to help children who face problems such as disabilities, abuse, or poverty.
- Counsel parents with child rearing problems, interviewing the child and family to determine whether further action is required.

- Refer clients to community resources for services such as job placement, debt counseling, legal aid, housing, medical treatment, or financial assistance, and provide concrete information, such as where to go and how to apply.
- Recommend temporary foster care and advise foster or adoptive parents.
- Address legal issues, such as child abuse and discipline, assisting with hearings and providing testimony to inform custody arrangements.
- Counsel students whose behavior, school progress, or mental or physical impairment indicate a need for assistance, diagnosing students' problems and arranging for needed services.
- Lead group counseling sessions that provide support in such areas as grief, stress, or chemical dependency.
- Provide, find, or arrange for support services, such as child care, homemaker service, prenatal care, substance abuse treatment, job training, counseling, or parenting classes, to prevent more serious problems from developing.
- Collect supplementary information needed to assist client, such as employment records, medical records, or school reports.
- Serve on policymaking committees, assist in community development, and assist client groups by lobbying for solutions to problems.
- Conduct social research.

## **Goodwill Industries**

**11/2011-3/2014**

- Visit individuals in homes or attend group meetings to provide information on agency services, requirements, or procedures.
- Interview individuals or family members to compile information on social, educational, criminal, institutional, or drug history.
- Interview individuals or family members to compile information on social, educational, criminal, institutional, or drug history.
- Consult with supervisor concerning programs for individual families.
- Assist in planning food budgets, using charts or sample budgets.
- Assist clients with preparation of forms, such as tax or rent forms.
- Complete and maintain accurate records or reports regarding the patients' histories and progress, services provided, or other required information.
- Counsel clients or patients, individually or in group sessions, to assist in overcoming dependencies, adjusting to life, or making changes.
- Develop client treatment plans based on research, clinical experience, and client histories.
- Conduct chemical dependency program orientation sessions.
- Participate in case conferences or staff meetings.

- Coordinate counseling efforts with mental health professionals or other health professionals, such as doctors, nurses, or social workers.
- Review and evaluate clients' progress in relation to measurable goals described in treatment and care plans.
- Interview clients, review records, and confer with other professionals to evaluate individuals' mental and physical condition and to determine their suitability for participation in a specific program.
- Assess individuals' degree of drug dependency by collecting and analyzing urine samples.
- Attend training sessions to increase knowledge and skills.
- Intervene as an advocate for clients or patients to resolve emergency problems in crisis situations.

## **Education**

- Certified Recovery Support Worker 1/ 14 / 2016
- Bachelor of Science: Addictions Mental Health, current
- Springfield College School of Human Services - Manchester, NH
- Addictions Mental Health, current

## 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<br>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<br>Training of Trainer Graduate            | June 2016      |
| NAMI’S Connect Suicide Prevention Training – Social Services                                | August 2016    |

## **CRSW, Recovery Coach**

- Currently work as a Lead Peer Support Specialist and Recovery Coach and have taught Peer Recovery Specialist Training
- Seeking a challenging position within the Substance Misuse and Recovery field in which I can utilize the skills I have mastered as a Lead Peer Recovery Specialist and as a Certified Recovery Support Worker, with emphasis on the wellness and recovery model.
- To coach, advise, listen, educate and assist individuals to find ways to abstinence, recovery and a healthy lifestyle.
- Providing sustained monitoring, self-management, stage-appropriate recovery education and recovery support services, and linkage to the community of addiction recovery.

## **WORK EXPERIENCE**

### **CRSW, Lead Recovery Coach**

Hope for New Hampshire, Manchester, NH

Nov 2015 – Current

- Administered empirically-supported treatment in recovery coaching for adults with co-occurring disorders in a community-based setting.
- Contracted out to Mental Health Center of Greater Manchester to work with their Assertive Community Treatment clients.
- I am a recovery life coach and I help people reach their goals after getting help for their substance use disorder.
- Responsible for training and education of employees at Hope for NH Recovery Center
- Current member of CMC Emergency Department Coaching Program

## **KDS DAR HIGH SCHOOL**

### **English, Biology**

KDS DAR School, Grant, Alabama

1977 – 1980

Member National Honor Society

## **ACCOMPLISHMENTS AND TRAINING**

- Licensed by State of New Hampshire as a CRSW
- Trainer for peer recovery specialist training
- Trainer for CCAR Ethical Considerations for Recovery Coaches
- Trainer for Connect NAMI Suicide Prevention
- Trainer for CCAR Recovery Coach Academy
- Psychopharmacology training NHADACA

# David R Coté

## Skills and Qualifications

Pending Certified Recovery Service Worker certification  
Software knowledge: Adobe CC - Acrobat Pro, Photoshop, Bridge, InDesign, Illustrator, Flash, Premier, Audition, and Dreamweaver using both PC and Mac  
WordPress, Constant Contact, Mailchimp, LinkedIn, Facebook, Microsoft Office, Outlook, PowerPoint  
Photography, drawing and painting experience

## Education

Mount Washington College, Manchester, NH BS, Digital Media - August 2015  
GPA: 3.93/4.0  
Hesser College, Manchester, NH AS, Graphic Design - March 2011

## Certificates

BRSS TACS Recovery Peer Specialist Class, CCAR Ethical Considerations of Recovery Coaching, Suicide Prevention, Narcan Trainer of Trainers, HIV Trends and Treatment, Substance Abuse Counseling Skills and Core Functions, Mental Health First Aid

## Employment

**Hope for NH Recovery** - Recovery Coach/Information and Communication 2015 – Present

- Peer coaching including assisting members find and maintain recovery
- Meet with new members and complete all membership paperwork
- Maintain current listings of local and state-wide resources
- Maintain website and stimulate engagement and growth of social media page using best practices

**Coté Photography** – Photographer 1989 – Present

Established ownership of family business in 2001

- Studio, event, P.R. and light commercial photography
- Conduct client interviews, sales and customer relations as well as ensure client satisfaction
- Design and creation of wedding albums
- Maintain general ledger and accounting, including accounts payable/receivable
- Retouch and restore photographs using pre and post computer skill sets

**Serenity Place** – Marketing and Communications Associate 2014 – 2015

- Designed and created all printed and digital promotional items
- Website design and maintenance focused on optimal SEO
- Stimulated engagement and growth of social media page using best practices
- Updated and created more than 350 forms to ensure consistency of branding standards
- Collaborated with both management and volunteers on event and fund-raiser planning
- Created and nurtured a network of media and other field-specific contacts
- Provided support for Development Director and CEO
- Created video and PowerPoint slideshows for annual fund-raiser

## Volunteerism

Serenity Place Development Committee and Event Committee 2011-2015

We Believe in Recovery Rally - Rally4RecoveryNH Event Committee 2014-Present

Manchester Recovery Community Center Planning Committee 2015

# Donna Hayden

## Skills and Qualifications

Pending certified Recovery Service Worker Certification

## Education

Colby-Sawyer College New London NH, BFA in Dance/Theater 1981

## Certificates

CCAR Recovery Peer Specialist Class, Trained in Narcan, HIV Trends and Treatment, Substance Abuse Counseling Skills and Core Functions

## Employment

Hope for Recovery – Peer Recovery Coach

- Peer coaching including assisting members find and maintain recovery.
- Assist respite shelter guests with day to day needs such as food and shelter
- Assist with locating and placement of guests into treatment facilities
- Crisis management

Manchester Harley Davidson – Event Coordinator and Retail Sales

- Evaluate customer wants and needs
- Plan different events to promote business and outside community relations
- Created and nurtured a network of community businesses
- Provided support for management
- Collaborated with both management and volunteers on even and fund-raiser planning

Serenity Place - Receptionist

- Aid and assisted Development Director and CEO
- Organized fund-raising events
- Received and assisted incoming calls and visitors, directing them to the proper channels when necessary

References on request

## David Beauchemin

### Hope for New Hampshire

TRS Volunteer 7/2015-2/2016

TRS lead and Peer Recovery Coach 2/2016 to present.

### Work Experience

#### Volunteer Telephone Recovery Service (TRS)

Responsible for calling members on a weekly basis to help with resources, information and coaching.

#### Peer Recovery Coach

To listen, advise, assist and educate individuals to help understand and reach ways to a substance free life:

#### \*Qualifications

Over 900 hours as a TRS volunteer

10/classes/100 Educational hours required

#### \*Certifications:

1) Alcohol the Chemical (3 Hours)

2) Improving care of Adolescents with substance disorder, effective approaches to assessing, treating and engaging teens (6.5 hours)

3) Mandated Treatment for Alcohol and drug abuse counseling-How to provide safe treatment from a risk management prospective. (5 hours)

4) CCAR Ethical Consideration of Recovery coach  
(12 hours)

5) HIV trends and Treatment (6 hours)

6) Substance abuse counseling skills and core functions (6 hours)

7) The Basics of Group counseling (6 hours)

8) Hope for New Hampshire Peer Recovery Training (46 hours)

9) New England Ems Institute Narcan (3 hours)

10) Mental Health First Aid (6.5 hours)

CRSW application in Concord waiting final approval.

### KEY SKILLS AND COMPETENCIES

- **Management Skills** Interviewing & Staffing, Training, Motivating Sales Force, Territory Analysis, Budgeting and Forecasting. Sixteen years experience.
- **Industry Knowledge** In-depth knowledge of the Computer Industry as well as Federal, State, Local and Education Markets.
- **Sales Skills** Self motivated, professional, team leader with high success standards.
- **Software Skills** Microsoft Excel, Word, PowerPoint and Outlook, Lotus Notes, JD Edwards, Callback (Quote to Order and Customer Contact Management Software), Business Objects.

## **PROFESSIONAL EXPERIENCE**

### **Outbound Sales Manager**

**04/2010-11/2013**

GovConnection, Inc. Merrimack, NH

Successfully lead a team of fifteen Outbound Account Managers and Sales Assistants in both inbound and field sales for the Federal Sector. I was responsible for hiring, training and developing a sales team that consistently over achieved their monthly and quarterly goals. I increased sales through the creation of a new business development program that reactivated dormant accounts. I utilized sales metrics to coach and measure rep performance and established weekly team meetings to review critical issues and company requirements. I obtained my annual sales goal of 65 Million Dollars.

- **Achievement Award 2012 for Highest Team Growth in 2012 (13%)**

### **Business Development Specialist**

**2009-2010**

PC Connection, Inc. Merrimack, NH

I increased sales by uncovering customer needs and by engaging sales and sales management. I was responsible for providing incentives, pricing, leverage programs and contests to create enthusiasm and build relationships. Responsible for tracking progress, analyzing trends and gaining an in depth view of the business as defined by site, manager and sales representative. I also utilized data mining to uncover new leads. Obtained market and product specific knowledge through self directed study and available resources (colleagues, web based study, manufacturers etc.).

### **Senior Sales Manager**

**2003-2008**

GovConnection, Inc. Fairfield, CT

I was responsible for overseeing the State, Local and Education markets. Worked directly with upper management to implement sales strategies and trending patterns. I managed a team consisting of Account Managers, Assistant and Sales Managers. I also worked with Business Development Managers and Manufacturers Representatives to reach sales objectives.

### **Senior Sales Manager**

**2002-2003**

MicroWarehouse, Inc. Norwalk, CT

I was responsible for acting as a liaison between Sales Managers and Upper Management. Developed annual budget and forecasting. I conducted interviews and orchestrated the training of new hires. Performed annual employee appraisals and implemented departmental reports.

### **Sales Manager**

**1997-2002**

MicroWarehouse, Inc. Norwalk, CT

Responsibilities included managing a team of up to 20 Account Managers for the Education Sales Division.

### **Account Manager**

**1994-1997**

MicroWarehouse, Inc. Norwalk, CT

Outbound sales that included prospecting to grow and retain assigned accounts. I consistently demonstrated effective planning, time management and exceeded sales quotas.

## **EDUCATION**

Central Connecticut State University, 1984-1987

**REFERENCES FURNISHED UPON REQUEST**

**Education:**

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**Graduate Equivalent Degree**, Manchester, NH 1997

**CCAR Recovery Coach Academy**, May 2016

**New Hampshire Alcohol & Drug Abuse Counselors Association (NHADACA)**

Trends and Treatment for HIV

HVC (Hepatitis C) Current: Resources for Medical & Behavioral Health Professionals

Connect Suicide Postvention

12 Core Functions of Addiction

**Experience:**

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- **HOPE for New Hampshire Recovery**, Manchester, Peer Recovery Support Specialist, May 2016-Present
  - Performs recovery coaching to members of the organization
  - Worked as a coach in Ambers Place, an emergency recovery respite for those needing housing while arranging their next phase of treatment
  - HOPE ED: Responds to hospital emergency department calls for patients in crisis needing recovery coaching in the acute setting.
- **Manchester Mental Health, Manchester**, August 2016-present
  - Assertive Community Treatment Team (ACT Team): Works with patients experiencing co-occurring disorders, one of which is Substance Use Disorder (SUD).
- **Howard Johnson Hotels**, Nashua, NH Night Auditor, January 2000
  - Was recognized in the organization as the only auditor to complete process with zero errors
  - Worked in Lotus 1-2-3 Spreadsheet software to complete duties and train others
  - Responsible for maintaining financial records for Hotel, Restaurant, and Bar business lines and managing hotel operations.
- **Lable Art**, Wilton, NH Press Operator and Plate Mounter, January 1998-2000
  - Plate mounting involves placing flexographic plates and mounting onto press rollers in multiple colors. Quality assurance measures were taken to provide documents in compliance with customer specifications.
  - Color matching inks for specialty documents including medical labeling, special orders requiring higher levels of security features or special features.

**Information Systems:**

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Maintains proficiency in Spreadsheet software including Lotus and Excel, Microsoft Office Suite of products, Social Media including Quora, a question and answer social media forum for specialized topics of discussion including Religion, Law, Philosophy, and Crime.

**References:** Contact information provided upon request.

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# Michelle Bruce

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## Objective

- My objective is to gain knowledge and experience in the field to coincide with my education goals. To gain more knowledge and experience in workforce and to better help individuals. To provide stability and support for my family.

## Education

### **BACHELORS IN HUMAN SERVICES | STILL ATTENDING 1<sup>ST</sup> YEAR | ASHFORD UNIVERSITY ONLINE**

- Major: Substance abuse counseling
- Minor: Psychology

### **HIGH SCHOOL DIPLOMA | MAY 2001 | KEYTESVILLE R-III**

- Major: general studies

## Skills & Abilities

### **MANAGEMENT**

- I have 5 plus years' experience in the management position supervising up to 12 employees

### **SALES**

- I have been in the sale industry 10 plus years, so I have ample sales experience.

### **COMMUNICATION**

- I have excellent communication skills that are important to the position at hand. I am great with people and listen well. I take direction well and am a great self -starter.

### **LEADERSHIP**

- I am a great leader and take initiative to start and finish things. I like to take charge and help in all situations. I am very outgoing and get along well with people. I take direction well and can follow directions well.

### **CERTIFICATIONS**

- CCAR Peer Recovery Coach Certificate 2016 New Hampshire
- NHADACA HIV Trends and Treatment Certification 2016 New Hampshire
- CCAR Ethical Considerations for Recovery Coaches
- NAMI Suicide Prevention 6 hours training
- Food Management and Service Certification 2015 Missouri

## Upcoming Scheduled Trainings

- September 30<sup>th</sup> 2016-NHADACA 12 Core Functions Training Course
- October 11<sup>th</sup> 2016- NHADACA Hepatitis C Training Course

## Experience

### **Peer Recovery Coach (Amber's Place) HOPE for New Hampshire June 2016 – Present**

I work closely with the recovery community by providing support and guidance throughout the recovery process. I file all necessary paperwork and keep immaculate records on each individual. I supervise the individuals that are staying with us and help them reach out for the help and services needed for healthy recovery.

### **KITCHEN MANAGER | CASEYS STORES | 2013-2016**

· My duties included: supervising fellow employees, scheduling, inventory, stocking, ordering. MSDS safety training, managers food service and preparation handlers certification, unloading delivery truck, basic cleaning to facility, communication with other store management and stores.

### **ASSISTANT MANAGER/ BARTENDER | SHERRY'S PLACE | 2004-2013**

· My duties included: supervising fellow employees, scheduling, inventory, stocking, ordering, deliveries, cash transactions, basic cleaning of facility. Food service and preparation and also vendor interaction.

### **Skills**

I am very dependable and I am a very dedicated employee. I learn fast and take direction well. I am full of ideas and creativeness. I have ample leadership experience. I am very computer literate ( 50 wpm) , Microsoft word, excel, power point, spreadsheet. I am passionate about my family, my school and my employment. I am willing to learn any position. I have a drive for success and willingness to learn and take direction.



## **Work Place Initiative Director**

Reporting to the CEO, the Work Place Initiative Director is responsible for developing the workplace initiative program in each center. This position is responsible for business community sales of the WI. The successful candidate will help forge new relationships to build visibility, impact, and financial resources. This positions will also design and implement a comprehensive plan for developing key external alliances by cultivating business relationships.

### **Responsibilities:**

- develop and implement the sales model for Work Place Initiative
- Responsible for identifying work place initiative prospects and building contractual relationships with the prospects
- Identify and build donor funding through the business community
- Identify opportunities for funding with banking institutions through the CDRA (Community Development Reinvestment Act)
- Develop and oversee the Education and Awareness programming initiative
- Generates leads for grant and local funding opportunities.

### **Qualifications**

Bachelor's degree

A Valid Driver's License

5 Years minimum experience in Sales Management

High energy and passion for the mission is essential

Ability to construct, articulate, and implement annual strategic development plan

Strong organizational and time management skills with exceptional attention to detail

Customer focus

Excellent verbal and written communication skills

A professional and resourceful style

Ability to work independently and as a team player

Ability to take initiative, and to manage multiple tasks and projects at a time

# Alexandria Visel

My career objective is to obtain position that allows me to expand my knowledge and experience, where my efficiency and exceptional customer service help develop lasting relationships for the company and their patrons. I have over 15 years of experience in many aspects of business management, sales and customer service. I am enthusiastic, detail oriented and calm under pressure. My various fields of expertise allow me to handle any situation and understand the complex nature of operations. My passion for knowledge allows my focus to expand to many different atmospheres. I am an excellent leader as well as a team player.

## Experience

### **Hope for New Hampshire Recovery at Amber's Place (March 2016-Present)**

#### *Peer Recovery Coach*

- Develop and Implement Policies and procedures for staff and guests
- Facilitating meeting and groups to help provide strength and support to people in need
- Setting schedules and appointments to meet guest's needs
- Liaison for guests to multiple treatment facilities to arrange proper care
- Advocate for the people who have lost their voice
- Crisis management and intuitive outlook to prevent and rectify and situations that may arise

### **Pond House Grille and Pond House Cafe (October 2011- September 2015)**

#### *Sales Director/Banquet Manager/ Wedding Coordinator*

- Managed booking, confirmation and prepared all contracts for various functions
- Coordinating with all departments to ensure proper preparation for all events
- Exceeding overall sales goals and maintaining cost control to increase profitability
- Maintain liquor, linen and all equipment rental within budget
- Oversee all banquet operations including all in house and out of house functions
- Staff Training and development
- Review P&L statements
- Creating new clientele base as well as repeat customers with an excellent reputation customer conflict resolution

### **Villa Lombardies/ Lombardies on the Bay (February 2009-August 2012)**

#### *Maitre D'/Captain*

- Supervise a staff of up to 30 people overseeing all FOH and BOH operations
- Set up food stations and assign staff to proper positions with compliance of food and safety regulations
- Coordinate all operations for flawless connection between kitchen and dining room for events with over 1000 guests
- Main point of contact to ensure customer satisfaction

### **Affordable Gutters (March 2005-January 2009)**

#### *Office Manager/ Sales Consultant*

- Project Coordinating and Business Advertisement
- Maintaining cost control of each job

### **Elizabeth Café at Perfect Parties (August 2002 March 2005)**

#### *Waitress*

**Education**

Guilford High School 2001-2005

- Excelled in Business programs as well as extra-curricular activities

Training Courses

- Recovery Coach Academy
- Suicide Prevention
- 12 Core Functions
- Mental Health First Aid
- Ethical Considerations
- BRSS TACS Medication Assisted Treatment
- Governors summit on Substance Use Disorder

Volunteer

Hope for NH Recovery (December 2015-March 2016)

**Reference letters available upon request:**

Mathew Stanton (603) 247-2466

Victoria Corsini (203) 415-8731

Andrea Hedrick (860)218-4955

## **LEAD PEER RECOVERY SUPPORT WORKER**

Location: HOPE for NH Recovery Community Center

Reports to: Program/Center Manager

**SUMMARY:** Provide recovery coaching support services to those who are contractually engaged with Hope for NH. Provide recovery coaching support services to others in need at a HOPE for NH Recovery Community Center as needed. Act in the capacity of the primary resource at a HOPE for NH Recovery Community Center.

### **JOB DESCRIPTION:**

Meet weekly/ or daily as needed with recoverees (persons identifying as a person seeking or are in recovery) to build a trusting peer based relationship. Utilize meeting time to encourage peer in continued recovery and achieving goals both in group format and individual sessions. Provide onsite recovery coaching services in both groups and individual sessions at the Hope affiliated centers. Attend weekly staff supervision meetings at HOPE for NH at designated site. Attend monthly group supervision meetings and individual supervision meetings. Complete daily encounter forms. Assist peers with risk assessment and goal setting. Assist other recovery coaches by sharing ideas, knowledge and resources. Collect data in a confidential manor. Update data base. All documentation must be done in a timely manner. Mentor recovery coaches in center as to work performance and maintaining good boundaries. Provide guidance to the rest of the shift staff and volunteers in the absence of a program or Center manager. Maintain recoveree or fellow staff confidentiality at all times.

### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function. Candidate must

demonstrate an understanding of a recovery process and Recovery Oriented Systems of Care model. Lived experience with recovery is encouraged to apply.

**EDUCATION and/or EXPERIENCE:**

GED equivalent or High school diploma. Higher education preferred. CRSW is preferred. Completion of the recovery peer training accepted by the IC&RC for certification. Must at least be working towards state certification. Understanding of community resources. One or more years' experience recovery coaching.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

Must have valid driver's license and insured auto if you are part of an outreach team. Considerations for non-licensed drivers in center can be made. Certified Recovery Support Worker (CRSW) certification is Preferred. Considerations will be made if candidate is in process of certification for NH State. There are additional training requirements for those peers who work in the emergency department that must be completed before person begins coaching in the ED.

**OTHER SKILLS AND ABILITIES:**

Knowledge of basic crisis intervention, Motivational interviewing, and case management techniques preferred. Ability to act as an advocate for the needs of the consumer is required. Completion of recovery Peer training.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. the employee frequently is required to reach with hands and arms. The employee is

occasionally required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl. the employee must occasionally lift and/or move up to 10 pounds, Specific vision abilities required by this job include close vision, distant vision, and working smell sense.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in a Center. Reasonable accommodations may be made to enable individuals with disabilities to perform the necessary tasks. There are various work environments that have varied tasks and responsibilities. Online and telephone work environment is within a Hope Recovery community center. Other environments include but are not limited to Emergency departments, primary care facilities, recovery housing, treatment facilities and community centers. The varied facilities listed above have the facilities policies, which must be followed as well in tandem with HOPE policy.

## **VOLUNTEER COORDINATOR**

Location: In Hope Recovery Community Centers

Reports To: Managers

**SUMMARY:** To coordinate and organize volunteers in the center and at Amber place for events and shifts as well as create recovery events for our visitors and members.

### **JOB DESCRIPTION:**

Engage volunteers in the work environment schedule events and engage with social media to get attendance to events. Coordinate the telephone recovery support services. Keep records of all volunteer trainings and hours. Coordinate the community service workers record hours and projects. Gather resources for volunteer events through donation and grants.

### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function. Candidate must demonstrate an understanding of a recovery process and Recovery Oriented Systems of Care model. Must complete orientation session for recovery coaches and training on Trauma informed care, as well as overdose prevention training. Must attend all applicable HOPE trainings. Must be 18 years or older.

### **EDUCATION and/or EXPERIENCE:**

Excellent computer skills. GED equivalent or High school diploma. Understanding of community resources. Understanding of Recovery Oriented Systems of Care model. Completion of the recovery peer training accepted by the IC&RC for certification. Must be working towards state certification.

### **CERTIFICATES, LICENSES, REGISTRATIONS:**

Must have valid driver's license and insured auto if you are part of an outreach team. Copies of these documents to be kept on file with HOPE for NH. When an appropriate Certification becomes available through the NH providers association Hope will seek employees to be certified in this manner.

### **OTHER SKILLS AND ABILITIES:**

Must work well with people, and have event coordination skills, creativity is a key element when keeping volunteers engaged.

### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to stand; walk; use hands to handle, or feel objects, or controls; talk or hear; and smell. The employee frequently is required to reach with hands and arms; climb or balance; and stoop, kneel or crouch. The employee is occasionally required to sit. The employee must regularly lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in a Center. Reasonable accommodations may be made to enable individuals with disabilities to perform the necessary tasks. There are various work environments that have varied tasks and responsibilities. Online and telephone work environment is within a Hope Recovery community center. Other environments include but are not limited to Emergency departments, primary care facilities, recovery housing, treatment facilities and community centers. The varied facilities listed above have the facilities policies, which must be followed as well in tandem with HOPE policy.



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5 Years minimum experience in Sales Management

High energy and passion for the mission is essential

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Strong organizational and time management skills with exceptional attention to detail

Customer focus

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Ability to work independently and as a team player

Ability to take initiative, and to manage multiple tasks and projects at a time

**CONTRACTOR NAME**

Key Personnel

| Name              | Job Title                 | Salary       | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|---------------------------|--------------|---------------------------|--------------------------------|
| TBD               | Director of Finance       | 75,000       | 33%                       | \$25,000                       |
| Holly Cekala      | VP of Programs            | 75,000       | 33%                       | \$25,000                       |
| Brian Mooney      | Data Analyst / Reporting  | \$12.00 hour | 100%                      | \$10,392                       |
| Kelly Riley       | Center Manager Manchester | 52,000       | 67%                       | \$34,667                       |
| TBD               | Center Manager Claremont  | 40,000       | 67%                       | \$26,667                       |
| Kimberly Shephard | Center Manager Concord    | 40,000       | 67%                       | \$26,667                       |
| Karla Gallagher   | Human Resources           | \$15.00 hr   | 100%                      | \$20,784                       |
| Irina Owens       | Administrative Assistant  | \$14.00 hr   | 100%                      | \$19,398                       |
| Michelle Patnaude | Lead Peer                 | \$12.00 hr   | 100%                      | \$16,627                       |
| Amanda Bernier    | Lead Peer                 | \$12.00 hr   | 100%                      | \$16,627                       |
| Lexi              | Lead Peer                 | \$15.00 hr   | 100%                      | \$20,784                       |
| Chelsey Lambert   | Peer                      | \$12.50 hr   | 100%                      | \$21,320                       |
| David Beauchman   | Lead Peer                 | \$14.00 hr   | 50%                       | \$9,699                        |
| David Coty        | Marketing Support         | \$15.00 hr   | 100%                      | \$8,314                        |
| Donna Hayden      | Peer                      | \$15.00 hr   | 50%                       | \$10,784                       |
| Michelle Branson  | Peer                      | \$12.00 hr   | 100%                      | \$8,415                        |
| Travis Statler    | Peer                      | \$12.00 hr   | 100%                      | \$8,415                        |
| Nate Saint        | Peer                      | \$12.00 hr   | 100%                      | \$8,415                        |
|                   |                           |              |                           |                                |
|                   |                           |              |                           |                                |

Subject: Peer Recovery Support Services (RFP-2017-BDAS-02-PEERR-02)

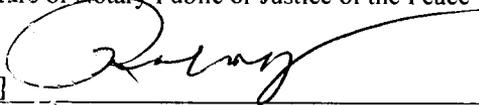
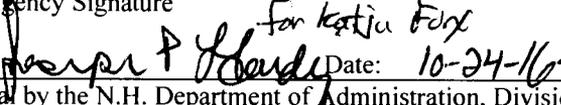
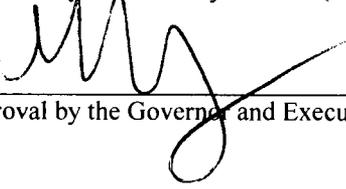
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |   |  |                                   |
|--|---|--|-----------------------------------|
| 1.1 State Agency Name<br>Department of Health and Human Services   |   | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857  |                                   |
| 1.3 Contractor Name<br>Navigating Recovery   |   | 1.4 Contractor Address<br>635 Main Street,<br>Suite 303<br>Laconia, NH 03246                                     |                                   |
| 1.5 Contractor Phone Number<br>(603) 409-7228  | 1.6 Account Number<br>05-95-49-49150-29900000-102-500734-49158702 | 1.7 Completion Date<br>June 30, 2017   | 1.8 Price Limitation<br>\$104,098 |
| 1.9 Contracting Officer for State Agency<br>Eric Borrin, Director  |   | 1.10 State Agency Telephone Number<br>603-271-9558   |                                   |
| 1.11 Contractor Signature<br>  |   | 1.12 Name and Title of Contractor Signatory<br>Executive Director  |                                   |
| 1.13 Acknowledgement: State of <i>N.H.</i> , County of <i>Belknap</i><br>On <i>Oct. 21, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |   |  |                                   |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br><br>[Seal]   |   |  |                                   |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>ROBIN C. MOYER, Notary Public<br>My Commission Expires August 14, 2018.   |   |  |                                   |
| 1.14 State Agency Signature<br>   |   | 1.15 Name and Title of State Agency Signatory<br>Date: <i>10-24-16</i> <i>Joseph Houdry, Director, BDAS/DHHS</i> |                                   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |   |  |                                   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: <i>10/24/16</i><br><i>Megan A. V. Spole - Attorney</i>  |   |  |                                   |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>By: _____ On: _____   |   |  |                                   |

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

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

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

### 2. Scope of Services

- 2.1. The Contractor shall provide Peer Recovery Support Services, which shall include, but not be limited to:
  - 2.1.1. Recovery Coaching;
  - 2.1.2. Telephone Recovery Support;
  - 2.1.3. Peer-to-Peer Support Services; and
  - 2.1.4. Community/Peer Led groups and activities that focus on education, employment, health and wellness, life skills, coping, symptom management, and 'sober' social activities which shall include, but not be limited to:
    - 2.1.4.1. Art therapy.
    - 2.1.4.2. Yoga and meditation.
    - 2.1.4.3. Health and wellness workshops.
- 2.2. The Contractor shall conduct a self-assessment of readiness to deliver Peer Recovery Support Services (PRSS) according to standards set by the Council of Accreditation of Peer Recovery Support Services (CAPRSS). The Contractor shall use the following seven (7) core domains and standards for self-assessment:
  - 2.2.1. Principles;
  - 2.2.2. Ethical Framework for Service Delivery;
  - 2.2.3. Peer Leader Development;
  - 2.2.4. Peer Supervisor Development;
  - 2.2.5. Governance and Program Oversight;
  - 2.2.6. Management Systems; and
  - 2.2.7. Performance.
- 2.3. The Contractor shall establish and maintain a Recovery Center that meets CAPRSS standards.



- 2.4. The Contractor shall develop and achieve a work plan that leads to CAPRSS accreditation. The Contractor shall:
  - 2.4.1. Collaborate with CAPRSS to develop a timeline for participation in the accreditation process.
  - 2.4.2. Form an Accreditation Coordinating Committee (ACC) who will be responsible for the following which may include, but not be limited to:
    - 2.4.2.1. Become familiar with the accreditation process;
    - 2.4.2.2. Collect key information for the application;
    - 2.4.2.3. Discuss the accreditation process with key stakeholders; and
    - 2.4.2.4. Use resources and assessment tools to ensure the program is ready in each of the areas.
  - 2.4.3. Ensure other training and technical assistance assets include, but are not limited to:
    - 2.4.3.1. NH Center for Excellence.
    - 2.4.3.2. NH Training Institute on Addictive Disorders.
    - 2.4.3.3. Partnership for Public Health.
    - 2.4.3.4. Horizons Counseling Center.
    - 2.4.3.5. Other local resources, as available.
- 2.5. The Contractor shall implement a back office functional support plan for financial management, billing, quality improvement and data collection.
- 2.6. The Contractor shall apply to be a Medicaid 'Peer Recovery Program' provider and deliver services if approved.
- 2.7. The Contractor shall apply to contract with Managed Care Organizations (MCOs) for PRSS and deliver services if approved.
- 2.8. The Contractor shall develop billing policies and protocols and implement a process to bill Medicaid and other payers for PRSS which may include, but not be limited to:
  - 2.8.1. Utilizing billing services available through Horizons Counseling Center
- 2.9. The Contractor shall participate with other Recovery Community Organizations (RCOs) in the "PRSS Community of Practice" as established through the NH Center for Excellence.
- 2.10. The Contractor shall engage with the Winnepesaukee Regional Public Health Network (RPHN) continuum of care development work in order to ensure local community agencies are aware of PRSS services available at the local level. The Contractor shall:
  - 2.10.1. Maintain a current working relationship with local community agencies and partners to maximize bi-directional referral of clients for services.
  - 2.10.2. Engage with the Regional Continuum of Care development work and participate in their planning meetings.



Exhibit A

- 
- 2.11. The Contractor shall ensure its governing body, as identified in Exhibit A-1, and personnel providing services are one or more of the following:
    - 2.11.1. Representatives of law enforcement or justice.
    - 2.11.2. Representatives in behavioral health counseling.
    - 2.11.3. Representative of substance use and co-occurring disorder services.
    - 2.11.4. Representative of the local communities of recovery.
    - 2.11.5. Responsive to the concerns of local communities.
    - 2.11.6. Individuals who have lived or shared experience.
  - 2.12. The Contractor shall provide personnel who are sufficiently trained to provide their assigned PRSS. The Contractor shall:
    - 2.12.1. Ensure all staff has basic training in Peer Recovery Coaching and Telephonic Recovery Support Services.
    - 2.12.2. Ensure any staff providing peer recovery support services receive basic recovery coach training
    - 2.12.3. Provide basic training to all staff, which shall include, but is not limited to:
      - 2.12.3.1. Orientation of office functions and client procedures;
      - 2.12.3.2. Familiarizing staff with policies, procedures, and practices; and
      - 2.12.3.3. Reviewing office equipment and resources.
    - 2.12.4. Ensure all Recovery Coaches complete a Recovery Coach Academy
    - 2.12.5. Ensure that staff providing services in institutions, e.g. hospitals or correctional institutions, receive additional training specific to those settings and populations
    - 2.12.6. Ensure each staff member providing PRSS is enrolled in a staff development plan that enables him/her to achieve and maintain certification as a Certified Recovery Support Worker (CRSW). Staff development shall include, but not be limited to:
      - 2.12.6.1. Making available opportunities to attend requisite training events.
      - 2.12.6.2. Setting timelines for achieving certification.
      - 2.12.6.3. Ensuring staff participate in continuing education to maintain their certification.
      - 2.12.6.4. Paid release time for staff to attend trainings targeted to licensing requirements and/or individual learning needs.
    - 2.12.7. The Contractor shall provide an Executive Director. The Executive Director will:
      - 2.12.7.1. Monitor the participation of PRSS workers training and supervision to ensure that they meet the requirements of CRSW certification and renewal.



- 2.13. The Contractor shall ensure that personnel providing services are supervised in accordance with CAPRSS and NH CRSW standards.
- 2.14. The Contractor shall consult with the facilitating organization, the Center for Excellence and the NH Training Institute on Addictive Disorders to be cognizant of the available training resources in the area of evidence based practices.
- 2.15. The Contractor shall facilitate weekly peer collaboration/staff meetings where best practices are presented and discussed.
- 2.16. The Contractor shall ensure that coaching training needs are identified and staff is working with supervisors to ensure the proper workshops are being attended to target those needs.

### 3. Reporting

- 3.1. The Contractor shall work with the NH Center for Excellence to collect data and implement an evaluation process, as approved by the Department.
- 3.2. The Contractor shall ensure data collection and evaluation of data are culturally appropriate for the recovery communities being served.
- 3.3. The Contractor shall collect, analyze and utilize client data for evaluation and planning purposes. The data must include, but not be limited to:
  - 3.3.1. Gender
  - 3.3.2. Age
  - 3.3.3. Ethnicity
  - 3.3.4. Primary drug of choice
  - 3.3.5. Referral Source
  - 3.3.6. Client Financial Information
  - 3.3.7. Healthcare Coverage Information
  - 3.3.8. Substance Use Disorder or Co-occurring Disorder recovery needs
  - 3.3.9. Participation in Community Services
  - 3.3.10. Recovery capital
  - 3.3.11. SAMHSA National Outcome Measures (NOMs) (<http://www.samhsa.gov/disorders/co-occurring>), which include:
    - 3.3.11.1. Abstinence
    - 3.3.11.2. Crime and Criminal Justice
    - 3.3.11.3. Employment/Education
    - 3.3.11.4. Stability in Housing
    - 3.3.11.5. Social Connectedness



#### 4. Deliverables

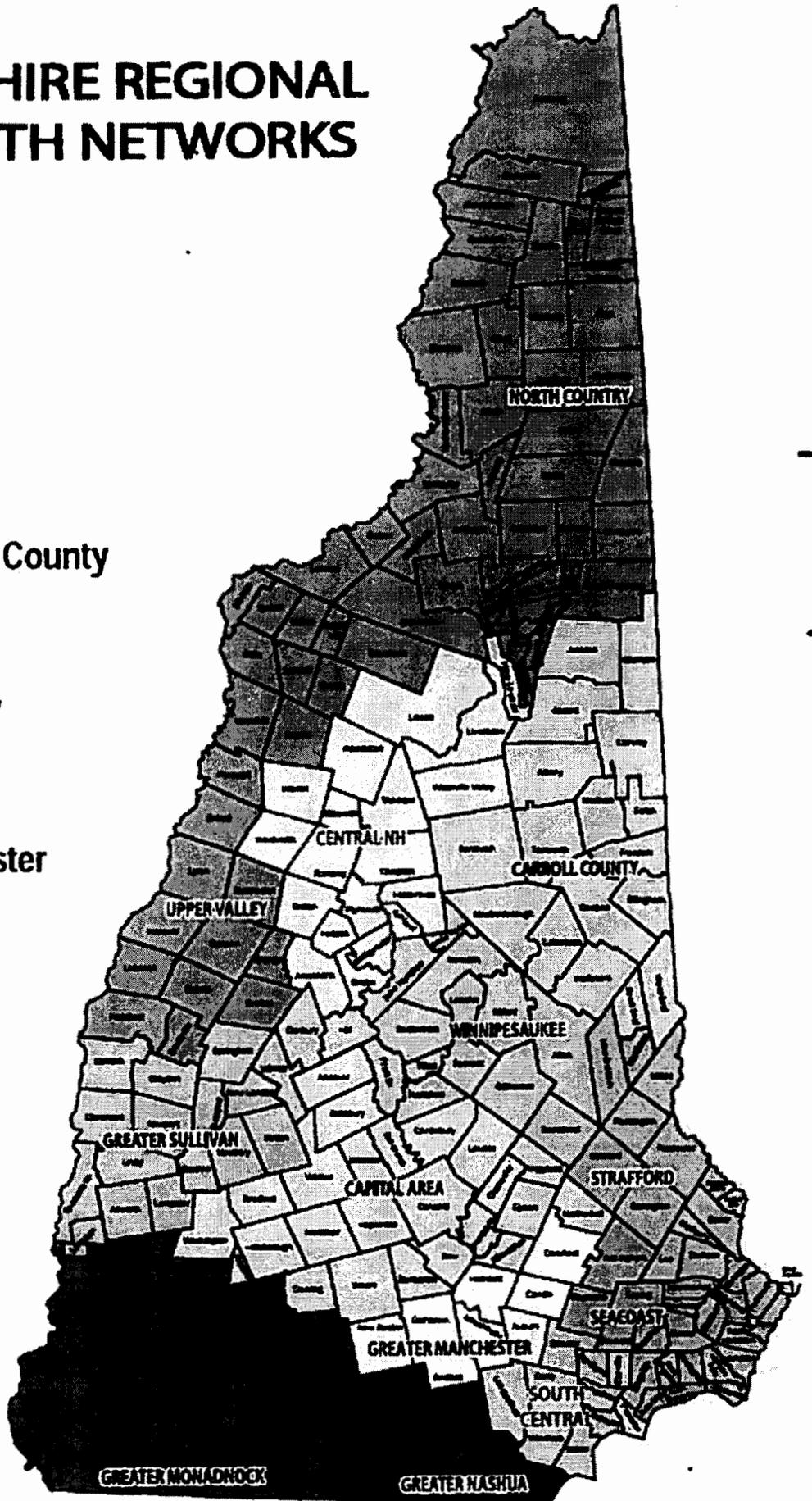
- 4.1. The Contractor shall provide the Department with quarterly reports on their progress of development starting on January 1, 2017.
- 4.1.1. Progress on CAPRSS accreditation work plan
  - 4.1.2. Progress on establishing and opening a recovery center
  - 4.1.3. Number of staff hired and trained
  - 4.1.4. PRSS services provided
  - 4.1.5. Report on client data collected as identified in section 3

#### 5. Accreditation Timeline & Benchmarks

|   |                               |
|---|-------------------------------|
| 5.1. Participated in the Accreditation 101 Webinar to start process of accreditation  | August 2016                   |
| 5.2. Open the doors to Recovery Center  | November 2016                 |
| 5.3. Form the Accreditation Coordination Committee (ACC)  | November 2016                 |
| 5.4. Repeat self-assessment   | November 2016                 |
| 5.5. Identify areas of needed improvement, request necessary assistance from CAPRSS, Facilitating Organization, New Futures, Partnership for Public Health, and Horizons Counseling Center in order to meet the core and optional standards until all criteria are met on the self-assessment checklist | January through February 2017 |
| 5.6. Prepare for Core Accreditation and review the "Candidacy Application Checklist"  | March 2017                    |
| 5.7. Register organization and pay candidacy fee – collect and compile key contact information to prepare for program inventory, establish relationship with key contact at CAPRSS  | April – May 2017              |
| 5.8. Complete program inventory   | June – July 2017              |

# NEW HAMPSHIRE REGIONAL PUBLIC HEALTH NETWORKS

-  North Country
-  Upper Valley
-  Central NH
-  Carroll County
-  Greater Sullivan County
-  Winnipesaukee
-  Strafford County
-  Capital Area
-  Greater Manchester
-  Seacoast
-  Greater Monadnock
-  Greater Nashua
-  South Central



Contractor Initials DMV

Date 10/21/16



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## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Within ten (10) days of the contract approval date, the Contractor shall submit a budget for the State Fiscal Year of the contract. Once accepted by the Department, the budget will be incorporated into this contract as fully set forth herein. The approved budget shall be referenced as Exhibit B-1 budget.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibit B-1.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor will submit monthly invoices for reimbursement by the tenth (10<sup>th</sup>) of each month which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.2. Invoices must be submitted to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
  - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the Contract end date. Failure to submit the invoice and accompanying documentation may result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the Contract Price Limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



### 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.



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

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



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



- 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.
3. The Department reserves the right to renew the contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**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



- 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)

635 Main Street, Suite 303, Laconia NH 03246  
Belknap County

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

Contractor Name: Navigating Recovery

10/21/16  
Date

Daisy M Pierce  
Name: DAISY M. PIERCE  
Title: EXECUTIVE DIRECTOR



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Navigating Recovery

10/21/16  
Date

Daisy M. Pierce  
Name: DAISY M. PIERCE  
Title: Executive Director



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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: *Navigating Recovery*

10/21/16  
Date

*Daisy M. Pierce*  
Name: *DAISY M. PIERCE*  
Title: *Executive Director*



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

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

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

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

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

Exhibit G

Contractor Initials DWV

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



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

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

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

Contractor Name: Navigating Recovery

10/21/16  
Date

Daisy M. Pierce  
Name: DAISY M. PIERCE  
Title: Executive Director

Exhibit G

Contractor Initials DMP

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



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: Navigating Recovery

10/21/16  
Date

Daisy M. Pierce  
Name: Daisy M. PIERCE  
Title: Executive Director



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



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



Exhibit I

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

|  |  |
|--|--|
| _____  | <u>Navigating Recovery</u>             |
| The State  | Name of the Contractor                 |
| <u>Joseph P. Harding for</u>                               | <u>Daisy M. Pierce</u>                 |
| Signature of Authorized Representative<br><i>Katja Fox</i> | Signature of Authorized Representative |
| <u>Joseph P. Harding</u>                                   | <u>DAISY M. PIERCE</u>                 |
| Name of Authorized Representative                          | Name of Authorized Representative      |
| <u>Director of ROAS/OHH</u>                                | <u>Executive Director</u>              |
| Title of Authorized Representative                         | Title of Authorized Representative     |
| <u>10-24-16</u>  | <u>10/21/16</u>                        |
| Date   | 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: Navigating Recovery

10/21/16  
Date

Daisy M. Pierce  
Name: DAISY M. PIERCE  
Title: Executive Director



**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 Navigating Recovery of the Lakes Region is a New Hampshire nonprofit corporation filed June 8, 2016. 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 27<sup>th</sup> day of September, A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Navigating Recovery of the Lakes Region.  
(Agency Name)

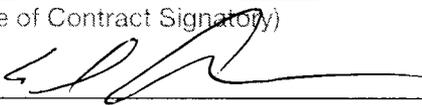
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 19, 2016:  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of October, 2016.  
(Date Contract Signed)

4. Daisy Pierce is the duly elected Executive Director of the Agency.  
(Name of Contract Signatory) (Title of Contract Signatory)

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 21<sup>st</sup> day of Oct., 2016.

By Eric Adams  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

ROBIN C. MOYER, Notary Public  
My Commission Expires August 14, 2018.

Commission Expires: \_\_\_\_\_

NH DHHS, Office of Business Operations  
Bureau of Provider Relationship Management  
Certificate of Vote Without Seal

July 1, 2005



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**10/24/2016**

**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).**

|  |  |
|--|--|
| <b>PRODUCER</b><br>Melcher & Prescott-Laconia<br>426 Main Street<br>Laconia, NH 03246<br>Kellie S. Guyotte | <b>CONTACT NAME:</b> Kellie S. Guyotte<br><b>PHONE (A/C, No, Ext):</b> 603-524-4535 <b>FAX (A/C, No):</b> 603-528-4442<br><b>E-MAIL ADDRESS:</b> kguyotte@melcher-prescott.com |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
| <b>INSURER A : Mount Vernon Fire Ins. Company</b>  |  |
| <b>INSURER B :</b>   |  |
| <b>INSURER C :</b>   |  |
| <b>INSURER D :</b>   |  |
| <b>INSURER E :</b>   |  |
| <b>INSURER F :</b>   |  |

**INSURED**      **Navigating Recovery of the Lakes Region**  
**Daisy Pierce**  
 635 Main Street, Suite 303  
 Gilford, NH 03249

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | NPP2565177    | 10/21/2016              | 10/21/2017              | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>INCLUDED</b><br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS   |           |          | NPP2565177    | 10/21/2016              | 10/21/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y / N     | N / A    |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| A        |   |           |          | NPP2565177    | 10/21/2016              | 10/21/2017              | <b>Prof Liab</b> <b>1,000,000</b>   |

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

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br><div style="text-align: right;">NHDCON3</div> State of New Hampshire<br>Dept. of Health & Human Serv<br>129 Pleasant Street<br>Concord, NH 03301-3857 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|



## ADDITIONAL COVERAGES

|                    |  |                       |                   |                 |         |
|--------------------|--|-----------------------|-------------------|-----------------|---------|
| Ref #              | Description<br>WC & Employer's liability | Coverage Code<br>WCEL | Form No.          | Edition Date    |         |
| Limit 1<br>500,000 | Limit 2<br>500,000                       | Limit 3<br>500,000    | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |
| Ref #              | Description                              | Coverage Code         | Form No.          | Edition Date    |         |
| Limit 1            | Limit 2                                  | Limit 3               | Deductible Amount | Deductible Type | Premium |

## Navigating Recovery of the Lakes Region

### Mission

Navigating Recovery of the Lakes Region is a grassroots collaborative organization creating a supportive, recovery informed community for those affected by addiction. Our recovery center is focused on providing an open door for those seeking and/or embracing recovery as they begin and maintain the path for a free and productive life without alcohol or other drugs.

### Vision

- We believe all people deserve to be treated with dignity and respect
- We strive to end discrimination against people in recovery, and those still suffering from the disease of addiction
- We respect multiple pathways to recovery
- We embrace and promote recovery in individuals, families, and communities
- We appreciate the interconnectedness of individuals, families, and entire communities
- We value volunteerism, service, and collaboration
- We know recovery flourishes in supportive communities
- We know recovery gives back what addiction has taken away



635 Main Street, Suite 303 • Laconia, NH 03246 • (603) 409-7228 • [navigating.recovery@gmail.com](mailto:navigating.recovery@gmail.com)

## Board of Directors

President, Eric Adams  
Franklin, NH

Vice President, Phil Spagnuolo  
Laconia, NH

Secretary, Kristi Liebau  
Laconia, NH

Treasurer, Todd Cooper  
Belmont, NH

Maggie Pritchard  
Boscawen, NH

Jacqui Abikoff  
Gilford, NH

Jeff Cote  
Laconia, NH

Tammy Emery  
Laconia, NH

DAISY MERRILL PIERCE

**EDUCATION**

***PhD - University of Colorado Boulder, School of Education*** 2008-2015

Advisor: A. Susan Jurow, PhD

Specialization: Educational Psychology & Learning Sciences

***BA - Williams College, Williamstown, MA*** 1999-2003

Major: Psychology

**PROFESSIONAL SUMMARY**

Compassionate and dedicated teacher, researcher, and community member with a diverse skillset. Proven capabilities in leadership, communication, and education with a passion for bridging the gaps - cultural, social, and emotional - hindering acceptance among diverse groups of people. Experience in office administration, hiring, and training with a background in project start-up, organization, and management.

**EXPERIENCE**

***Executive Director*** 2016-

Navigating Recovery of the Lakes Region; Laconia, NH

*Oversees the community addiction management organization and recovery center; works with the board of directors to create a strategic plan for the organization, develop a fundraising plan, and evaluate the organization over time; operates as the organization liaison for public relations and community education; develops and manages the organization's policies and procedures; acts as staff liaison to the board of directors; cultivates and maintains relationships with strategic and fiscal partners; interfaces with community providers, professional associations, and other addiction management agencies as necessary.*

***Online Learning Assistant Coordinator*** 2012-2015

Independent Learning and Continuing Education at CU; Boulder, CO

*Responsibilities included: managing the LAs; creating training programs; updating the procedures and processes guidelines; customizing LA roles for the needs of particular courses; coordinating synergies and collaborations between the Online LA program and the peer tutoring program; and translating best face-to-face practices into online practices*

***Graduate Teacher*** 2009-2012

School of Education at CU; Boulder, CO

*Course instructor for a total of nine (9) sections for the following courses: EDUC 4411 – Educational Psychology for Elementary Schools, EDUC 3013 – School and Society, and EDUC 4112 – Educational Psychology and Adolescent Development (Faculty & Course Questionnaires available upon request)*

- Graduate Research Assistant** 2008-2010  
 School of Education at CU; Boulder, CO  
*Participated on the following research projects: exploring “soul” and “role” in the Courage to Lead teacher and administrator leadership program; writing grant for funding, establishing and examining the El Pueblo Mágico after school program; and evaluating online courses offered through the School of Education*
- Regulatory Affairs Coordinator II** 2005-2008  
 Clinical Investigations Core, University of Colorado Cancer Center; Aurora, CO  
*Responsibilities included: opening new protocols using experimental drugs to treat breast, gynecological cancers, and sarcoma; writing subject consent forms and protocol summaries; submitting studies for IRB and Hospital Research Review Committee approval; annual continuing reviews, safety reports, protocol amendments; and maintaining study binders*
- Professional Research Assistant & Lab Coordinator** 2004-2005  
 Cognitive Development Center at CU; Boulder, CO  
*Responsibilities included: hiring, training & supervising Undergraduate Research Assistants; writing, organization & management of study grants; database maintenance; recruiting & scheduling of participants; running study subjects; coordinating all annual, monthly, weekly, & daily lab activities; and renewing HRC Protocols*

## **PUBLICATIONS & PRESENTATIONS**

- Bonner, Bryan L., Baumann, Michael R., Lehn, Austin K., **Pierce, Daisy M.**, Wheeler, Erin C. (2006). Modeling collective choice: decision-making on complex intellectual tasks. *European Journal of Social Psychology*, 36 (5), 617-633
- Jurow, A.S. & **Pierce, D.** *Exploring the Relations between “Soul” and “Role”*: Learning from the *Courage to Lead*. Paper presented at the meeting of the American Educational Research Association (April 2009), San Diego, CA.
- Jurow, A.S., & **Pierce, D.** (2011). Exploring the relations between “soul” and “role”: Learning from the courage to lead. *Mind, Culture, and Activity*, 18(1), 26-42.
- Pierce, D.** *El Pueblo Mágico: An Innovative Environment for Social and Emotional Learning for Dual Language Learners*. Paper presented at the meeting of the American Educational Research Association (April 2011), New Orleans, LA.
- Gutiérrez, K. D., Bien, A. C., Selland, M. K., & **Pierce, D. M.** (2011). Polylingual and polycultural learning ecologies: Mediating emergent academic literacies for dual language learners. *Journal of Early Childhood Literacy*, 11(2), 232-261.
- Weidler-Lewis, J. **Pierce, D.** & Walter, C. *Conflicting Discourses: An Examination of “Time” in Online Learning Courses Facilitated by Learning Assistants*. Presented at the World Conference on Educational Media & Technology (June 2013), Victoria, British Columbia.
- Pierce, D.** (2015). *The affective dimensions of learning at El Pueblo Mágico: An analysis of the practice of El Maga letter writing* (Doctoral dissertation). Retrieved from ProQuest Dissertations & Theses at University of Colorado Boulder. (Order No. 3704791).

## **Navigating Recovery of the Lakes Region Recovery & Administrative Assistant**

### **JOB DESCRIPTION:**

Office support staff assisting the Executive Director in all operating procedures of the Recovery Community Organization.

Peer mentor to work with clients in an outpatient setting to guide and support them through recovery from addiction and help prevent relapses in order to implement and sustain a long term recovery lifestyle.

### **REQUIREMENTS:**

Minimum of a high school diploma, GED or HiSet

Understanding of addiction to alcohol and other drugs gained through lived experience (with one's own addiction, with the addiction of a family member or significant relationship, or through other avenues of personal experience.

Able to explain recovery skills and principles to others

Willingness to share one's own experiences with others when indicated

Understanding of ethical implications to the staff/client relationship

Able to work in a team environment

Good communication skills

Good problem solving skills

### **DUTIES:**

Provide case management related functions such as linking clients to community based services and coordinating their access to those services.

Peer coaching and support.

Provide supportive services during time of client crisis/relapse.

Provide phone support to clients of the agency.

Assist clients in developing their own recovery plan.

Teach recovery information and recovery skills.

Model effective and appropriate coping and self-help recovery skills.

Conduct interim services groups for individuals on the agency wait list or awaiting services at a higher level of care.

Provide information and assistance to clients around developing their treatment plans with their counselors, developing crisis plans for relapse prevention, problem solving, AA/NA, Smart Recovery, Celebrate Recovery and other community peer support meetings.

Information and referral to clients of the agency as well as to community members seeking treatment and recovery resources.

Complete continuous recovery monitoring interviews with clients who have left treatment at the agency.

Work under the supervision of an MLADC from Horizons Counseling Center.

Other organizational duties as assigned by the Executive Director.

**CONTRACTOR NAME**

Key Personnel

| Name         | Job Title                           | Salary   | % Paid from this Contract | Amount Paid from this Contract |
|--------------|-------------------------------------|----------|---------------------------|--------------------------------|
| Daisy Pierce | Executive Director                  | \$50,000 | 75%                       | \$37,500                       |
| TBD          | Recovery & Administrative Assistant | \$35,000 | 75%                       | \$26,250                       |
| TBD          | Recovery & Administrative Assistant | \$35,000 | 75%                       | \$26,250                       |
|              |                                     |          |                           |                                |
|              |                                     |          |                           |                                |