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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

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

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

May 2, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a **Sole Source** amendment to an existing contract with New Hampshire Coalition of Recovery Residences (VC#311995), Concord, NH, to continue providing certification and support services for recovery homes and to continue administration of a rental assistance program for New Hampshire residents who are entering recovery homes in New Hampshire, by exercising a contract renewal option, by increasing the price limitation by $133,000 from $2,130,000 to $2,263,000 and by extending the completion date from June 30, 2023 to October 31, 2023, effective upon Governor and Council approval. 100 % Other Funding.

The original contract was approved by Governor and Executive Council on October 23, 2019, Item #16, amended on August 5, 2020, Item #19, amended on June 16, 2021, Item #31, amended on December 8, 2021, Item #8, and most recently amended on May 4, 2022, Item #19.

Funds are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92058501	$375,000	$ 0	$375,000
2021	102-500731	Contracts for Prog Svc	92058501	$375,000	$ 0	$375,000
2022	074-500585	Community Grants	92058501	$400,000	$ 0	$400,000
2023	074-500585	Community Grants	92058501	$400,000	$0	$400,000

2024	074-500589	Welfare Programs	92058501	$0	$133,000	$133,000
			Subtotal	**$1,550,000**	**$133,000**	**$1,683,000**

05-95-92-920510-7040000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOD RESPONSE GRANT (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Community Grants	92057046	$230,000	$0	$230,000
			Subtotal	***$230,000***	***$0***	***$230,000***

05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, SABG ADDITIONAL (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Community Grants	92055501	$90,000	$ 0	$90,000
2023	074-500585	Community Grants	92055501	$260,000	$ 0	$260,000
			Subtotal	***$350,000***	***$0***	***$350,000***
			TOTAL	***$2,130,000***	***$133,000***	***$2,263,000***

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. On February 10, 2023, the Governor's Commission on Alcohol and Other Drugs (Commission) recommended and approved the funding allocation for this Agreement. The Department carries out the administrative functions of the Commission in accordance with RSA 12-J. Additionally, the Contractor is the only authorized contractor able to perform the services, as the Contractor is the New Hampshire affiliate of the National Association of Recovery Residences (NARR), and is the only organization in New Hampshire that certifies recovery homes to meet nationally recognized NARR quality standards for safety, recovery support, and ethical operation.

The purpose of this request is for the Contractor to continue to certify that recovery homes statewide meet the National Alliance of Recovery Residences (NARR) standards for safe, ethical, quality operation that focuses on residents' well-being using social model recovery practices. The

Contractor will continue to implement training, technical assistance, tracking of recovery home capacity, and ombudsman services to investigate and address complaints about certified recovery homes. The Contractor will also continue to administer an established rental assistance program for New Hampshire residents who are entering recovery homes.

Approximately 5 recovery houses will be certified through October 31, 2023. Rental assistance shall be awarded to approximately 60 individuals. Currently NHCORR has certified 91 recovery houses and approximately 925 individuals have been awarded rental assistance.

The Contractor will continue to develop and support a strong coalition of recovery home operators, peer leaders, recovery advocates, and community volunteers to provide peer support and peer review of homes as well as referral networks between homes. This will include providing targeted technical assistance to operators who are willing to establish recovery homes in underserved geographic areas and/or accommodate critical need populations such as persons receiving medication-assisted recovery services. This amendment reinforces the established housing certification system and promotes further accessibility to meet essential housing needs through the rental assistance program.

The Department will continue monitoring services using the following performance measures:

- 60% of recovery homes eligible for certification will complete the certification process within one-year.
- 60% of recovery homes eligible for recertification will successfully complete the recertification process.
- 90% of all rental assistance applications will receive a response within five (5) business days.

As referenced in Exhibit C-1 of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for four (4) months of the two (2) years available.

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

Area served: Statewide.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #5

This Amendment to the Recovery Housing Certification and Rental Assistance contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Coalition of Recovery Residences (NHCORR) ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019, (Item #16), as amended on August 5, 2020, (Item #19), and amended on June 16, 2021, (Item #31), and amended on December 8, 2021 (Item #8), and most recently amended on May 4, 2022 (item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   October 31, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,263,000

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Scope of Services Amendment #3, by replacing in its entirety with Exhibit A, Amendment #5, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:

   2. This agreement is funded as follows:

      2.1. 10.1 % Federal Funds State Opioid Response as awarded on September 23, 2022 by the United States Department of Health and Human Services (HHS), CFDA #93.788, FAIN# 11083326

      2.2. 15.5% Federal Funds Block Grants for Prevention and Treatment of Substance Abuse as awarded on February 10, 2022 by the United States Department of Health and Human Services (HHS), CFDA #93.959, FAIN# TI083509

      2.3. 74.4% Other Funds (Governor's Commission on Alcohol and Other Drugs Funds)

6. Add Exhibit B-5, Amendment #5, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

DS
A-S-1.3Contractor Initials
5/2/2023
Date

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/3/2023
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

New Hampshire Coalition of Recovery House Residences

5/2/2023
Date

DocuSigned by:
Kim Bock
Name: Kim Bock
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/5/2023
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Recovery Housing Ceritifcation and Rental Assistance
EXHIBIT A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Work

2.1. The Contractor shall provide support to recovery homes statewide that are seeking certification as Social Model recovery homes based on current National Alliance for Recovery Residences (NARR) standards, as described in Exhibit A- 1, NARR Standard 3.0. The Contractor shall ensure support includes, but is not limited to:

2.1.1. Technical assistance to recovery homes seeking Social Model recovery home certification.

2.1.2. A data system, as approved by the Department, capable of:

2.1.2.1. Monitoring certification and recertification of recovery homes.

2.1.2.2. Monitoring capacity of certified recovery homes.

2.1.3. Developing and publishing a Recovery Housing Operators manual.

2.2. The Contractor shall provide a training program for recovery housing operators to meet certification standards that is available in-person and via remote access. The Contractor shall ensure the training program includes, but is not limited to:

2.2.1. A description of the Contractor's organization, and NARR.

2.2.2. A definition of recovery housing.

2.2.3. An overview of the application process for certification as a Social Model recovery home.

2.2.4. The Contractor's responsibilities in the certification process.

2.2.5. A description of peer review as it pertains to the certification.

2.2.6. An explanation of the certification requirements for each level of recovery housing.

2.2.7. A description of The Social Model of Recovery, which may include, but is not limited to:

2.2.7.1. Basics of the Social Model.

2.2.7.2. A definition of Homelike Environment

2.2.7.3. How to determine if a recovery home is implementing the Social Model.

2.2.7.4. Best practices for quality improvement plans for policies, procedures and documents.

2.2.8. An overview of the physical inspection criteria for recovery home certification.

2.2.9. The process for handling identified concerns, grievances and complaints, including assurances that there will be no retributions, intimidation, or any negative consequences as the result of a resident raising a concern, grievance or complaint.

2.3. The Contractor shall develop and implement a fair, consistent and sustainable certification and recertification, in Exhibit A-1, Certification Processes, and best practices, operational, and/or procedural standards as indicated by the Department, which includes, but is not limited to:

2.3.1. An introductory visit to the recovery home by a member of the Contractor's Certification Review Team, which must include, but is not limited to:

2.3.1.1. A meeting with the recovery home's leadership team.

2.3.1.2. A walkthrough of the premises by the Contractor's Certification Review Team member.

2.3.2. The use of standardized assessment tools.

2.3.3. Requesting evidence provided from each certified recovery home that the recovery home, or some aspect of the recovery home's operation, has been licensed, inspected, approved, or certified by a recognized authority with legally mandated oversight of the recovery home or some aspect of its operation, when applicable.

2.3.4. Creation of a Certification Portfolio, in print or electronic form, as described in Exhibit A-2, for each certified recovery home.

2.4. The Contractor shall provide and/or secure training resources on best practices to recovery home operators, leadership, and staff as needed during the contract period, which may include, but is not limited to providing training on:

2.4.1. Understanding and complying with all local, state and federal laws

and regulations including those concerning discrimination,

2.4.2. Cultural competency.

2.4.3. Helping Recovery House Residents Understand and Accept Other Recovery Paths,

2.4.4. Working with, and providing accommodations for, unique populations and residents with disabilities or special needs,

2.4.5. Toxicology and drug testing.

2.4.6. Medication Assisted Treatment/Medication Assisted Recovery (MAT/MAR).

2.4.7. Supporting residents and their recovery path choice,

2.4.8. Naloxone administration.

2.4.9. Good neighbor practices.

2.5. The Contractor shall provide targeted technical assistance to recovery home operators establishing recovery homes in underserved geographic areas to provide guidance on addressing specific needs for each geographic region, which may include, but is not limited to providing consultation for policies and procedures to respond to concerns from the local community.

2.6. The Contractor shall provide and/or secure targeted technical assistance as needed, which shall include best practices, and other relevant information, concerning work with unique populations, to recovery house operators establishing recovery homes to accommodate critical need populations, which may include, but are not limited to:

2.6.1. Individuals engaged in MAT/MAR.

2.6.2. Individuals identifying as lesbian, gay, bisexual, transsexual, questioning, intersex, and asexual (LGBTQIA).

2.7. The Contractor shall develop and maintain a process for information on recovery homes availability and bi-directional referrals with recovery community organizations (RCOs).

2.8. The Contractor shall assist recovery home operators to establish a relationship with access points to substance use disorder services known as the Doorways (https://www.thedoorway.nh.gov/hubmap).

2.9. The Contractor shall provide ombudsman services and develop a process, as approved by the Department, to qualify, review, mediate and/or refer to appropriate authorities concerns, grievances and complaints about a certified recovery house, which includes, but is not limited to:

2.9.1. Policies and procedures that ensure impartial investigations of

complaints,

2.9.2. Procedures that ensure confidentiality of complaints, and protection from retribution, intimidation, or negative consequences,

2.9.3. Procedures for recording complaints that include the date the complaint was received, the recovery house and address the complaint was lodged against, the nature of the concern, grievance or complaint, and actions taken as a result of the investigation,

2.9.4. Procedure to ensure distribution of the Department's New Hampshire Grievance and Complaints Process for Certified Recovery House Residents document to all residents of certified recovery houses residents

2.10. The Contractor shall develop and implement a process, as approved by the Department, that requires certified recovery houses to receive training to mitigate further concerns and complaints regarding recovery housing and processes.

2.11. The Contractor shall recertify each certified recovery home on an annual basis, using the same process that is used for certification.

2.12. The Contractor shall establish a rental assistance program that assists with offsetting payments for Recovery Housing rental payments. The Contractor shall:

2.12.1. Provide a written description of the program to the Department for approval.

2.12.2. Make information on the program available to potential applicants through referral resources which may include, but not be limited to certified recovery homes, RCOs, and Doorways.

2.13. The Contractor shall maintain active participation in NARR affiliate and national activities.

3. Reporting

3.1. The Contractor shall submit written reports to the Department on a quarterly basis, no later than three (3) weeks after the end of each quarter, and other reports are requested.

3.2. The Contractor shall ensure that each quarterly report includes, but is not limited to:

3.2.1. A narrative overview and description of contract activities performed during the previous three (3) months, which includes, but is not limited

to:

3.2.2. A description of each reported concern or complaint, as qualified by the ombudsman, for each recovery house operator and home, that includes the date, the concerns or complaints that were received, nature of the complaint and the recovery house and address indicated in the concern or complaint, and action taken as a result of the investigation.

3.2.3. A description of the resolution for each reported qualified concern or complaint, which may include, but is not limited to:

3.2.3.1. Mediation.

3.2.3.2. Referral to an outside agency or practitioner.

3.2.3.3. Required improvements to services.

3.2.3.4. Probation.

3.2.3.5. Revocation of certification.

3.2.4. The number of recovery homes currently certified.

3.2.5. The number of recovery homes in process of certification.

3.2.6. The capacity, geographic regions and recovery practices of each certified recovery home.

3.2.7. The number of people receiving rental assistance and the total amount of awards per recovery home.

3.2.8. The number and type of training sessions provided for each recovery home, which must include, but is not limited to:

3.2.8.1. Date of Training.

3.2.8.2. A description of the topic for each training session.

3.2.8.3. Total number of attendees for each training class.

3.2.8.4. Identification of recovery homes and what position (house operator, house manager, peer staff) attending the training.

3.2.9. The total number and type of technical assistance activities provided to recovery homes.

4. Performance Measures

4.1. The Contractor shall ensure a minimum of:

4.1.1. 60% of homes that are eligible for certification complete the certification process within one year.

4.1.2. 60% of homes eligible for re-certification successfully complete the

recertification process.

4.1.3. 95% of qualified concerns and complaints receive a response.

4.1.4. 80% of all rental assistance applications receive a response within five (5) business days.

5. Deliverables

5.1. The Contractor shall deliver a description of and content index of the online Recovery Housing Operator's Manual, with approval from the Department of the final draft, and make the manual available to operators of each recovery home that is certified or in the process of certification no later than April 1, 2022.

5.2. The Contractor provide a Certification Workbook, in print or electronic form, to each recovery home operator that requests certification.

5.3. The Contractor shall provide a NARR Standard Guide, in print or electronic form, to each recovery home operator that requests certification.

5.4. The Contractor shall certify no less than twenty-two (22) recovery homes by March 14, 2023, and shall provide to each certified recovery home a Certification Portfolio, in print or electronic form, as described in Exhibit A-2, Certification Process.

5.5. The Contractor shall provide edits and updates to the Recovery Operation Manual to address emerging Laws and regulations relevant to recovery housing and best practices, operational, and/or procedural standards as indicated by the Department.

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

Contractor Name: New Hampshire Coalition of Recovery Residences

Project Title: Certification & Supports for Recovery Homes

4166.67

Budget Period: July 1, 2023 through June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 84,096.00	$ -	$ 84,096.00	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ 10,213.00	$ -	$ 10,213.00	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 6,700.00	$ -	$ 6,700.00	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 5,320.00	$ -	$ 5,320.00	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ 7,191.00	$ -	$ 7,191.00	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 4,120.00	$ -	$ 4,120.00	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Housing Assistance	$ 33,000.00	$ -	$ 33,000.00	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 133,000.00	$ -	$ 133,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Indirect As A Percent of Direct		0.0%							

DS KB

5/2/2023

Contractor Initials_____ Date_____

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **812870**

Certificate Number: **0006220027**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of NHCORR.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 5/2, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kim Bock Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of NHCORR to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 5/4/23

Michelle Leclerc
Signature of Elected Officer
Name: Michelle Leclerc
Title: Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/02/2023

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

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

PRODUCER	CONTACT NAME: Steven Draper
The Insurance Doctor LLC 453 Second Street Manchester NH 03102	PHONE (A/C, No, Ext): (603) 647-5617 FAX (A/C, No): E-MAIL ADDRESS: steve@theinsdoc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AmTrust North America	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: New Hampshire Coalition of Recovery Residences, 2 1/2 BEACON ST, CONCORD NH 03301

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			TPP1728364 00	09/05/2022	09/05/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3624334	01/13/2023	01/13/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant St.
Concord NH 03301-3857

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
Steven R Draper

From NHCORR Bylaws

Article 1: Name, Mission, and Affiliation

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

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

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

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

NHCORR
NH Coalition of Recovery Residences

New Hampshire Coalition of Recovery Residences

Income Statement
for the period of 07/01/2021 to 06/30/2022

Account Number	Account Name	Amount
Income		
4010	Operating Grant Gov Com Income	$253,284.29
4015	Housing Asst Gov Com Income	$126,250.00
4020	SOR Grant Housing Assistance	$116,253.43
4025	SOR Grant MAR Training & TA	$17,128.06
4027	SABG Hsng Asst Income	$90,000.00
4035	NHHFA Sm Loan Grant Income	$5,000.00
4042	NHCF Operating Grant 6 2022	$50,000.00
4066	Mascoma Bank Grant Operating Reserve 6/2022	$2,000.00
4110	Board Member Donations	$2,201.96
4111	NHCORR Member Donations	$3,960.02
4112	General Donations	$6,015.22
4120	Certification Fees	$15,975.00
4130	Training Registration	$665.00
4140	Advising/Speaking Fees	$10,000.00
4205	Spalding Fund Income	$7,400.00
4500	Fundraising Income	$7,139.82
Total Income		$713,272.80
Expense		
5000	Salaries and Benefits	$195,024.82
5050	Other Administration Expenses	$7,859.47
5100	Building and Equipment	$19,291.67
5500	Office Expenses	$29,066.66
5600	Certification	$7,538.63
5700	Trainings	$16,124.07
5800	Board Expenses	$2,539.49
5900	Miscellaneous Expense	$225.00
6000	Grant Payments	$366,496.29
6105	Spalding Housing Asst Payment	$7,400.00
6500	Fundraising Expenses	$1,281.55
Total Expense		$652,847.65
Net Income (Loss)		$60,425.15

NHCORR
NH Coalition of Recovery Residences

New Hampshire Coalition of Recovery Residences
Balance Sheet
as of 06/30/2022

Account Number	Account Name	Amount
Assets		
1000	Checking	$117,270.01
1005	Petty Cash	$100.00
1100	Accounts Receivable	$91,527.57
Total Assets		$208,897.58
Liabilities		
Total Liabilities		$0.00
Equity		
3000	General Fund - Fund Balance	$195,181.39
3500	Fundraising - Fund Balance	$5,858.27
3102	NHHFA Bridge Loan Fund - Fund Balance	$5,075.66
3103	NHCF Fund Housing Assistance - Fund Balance	$182.26
3201	Spalding Fund - Fund Balance	$2,600.00
Total Equity		$208,897.58
Total Liabilities + Total Equity		$208,897.58

NHCORR
NH Coalition of Recovery Residences

Board of Directors 3/21/23

Steve	Draper	Treasurer
Jonathan	Gerson	Member at Large
Michelle	Leclerc	Secretary
Adam	Moulton	Member at Large
Kristine	Paquette	Chair
Mallory	Rinker	Member at Large
Anthony	Salvucci	Member at Large
Ryan	Gagne	Member at Large
Henry	Tipping	Member at Large
Andy	Moser	Member at Large
Monica	Edgar	Member at Large

Alexis Cox

[redacted]

Work Experience

Store Associate
ALDI
September 2022 to Present

Event Medic
Spartan Race - Killington, VT
September 2021 to September 2021

Administrative Assistant
Amherst Tool - Wilton, NH
December 2019 to July 2020

Teacher Assistant
Kids Inn Early Learning Center - Amherst, NH
October 2018 to December 2019

Server/Hostess
Northeast Café - New Boston, NH
June 2017 to October 2018

Cashier/Customer Service
The County Stores Inc - Milford, NH
August 2015 to June 2017

Education

High school diploma
Goffstown High School
September 2013 to June 2017

Skills

- Cash Handling
- Customer Service
- Serving Experience
- Host/Hostess

Kim Bock

Summary

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

Education

BS CHEMICAL ENGINEERING | WORCESTER POLYTECHNIC INSTITUTE

JD | UNIVERSITY OF MAINE SCHOOL OF LAW

Skills & Abilities

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

Experience

CHEMISTRY LAB INSTRUCTOR | ST ANSELM COLLEGE | 2006 - PRESENT

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

PROJECT LEADER, TECHSPLORERS | UNH | 2018 - PRESENT

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

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

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

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

- Tutor migrant families in math and English.

TITLE IV ADVISOR, DIOCESE OF NH | 2019 – PRESENT

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

[redacted]

Dawn S. Catalanotti

Summary

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

Experience

Church of Our Saviour — January 2006 – Present

Parish Administrator (Jun 2014-Present)

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

Bookkeeper (Jan 2006-Present)

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

Served as Treasurer 2003 - 2006

The Frame Depot — October 2006 - Present

Bookkeeper

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

Additional Bookkeeping Clients

Twin Valley Farm – Dave Hartwell	2010 - present
JM on the Level – John Marois	2018 - present

Education

University of New Hampshire — 1989-1993
Bachelors of Science in Business Administration – Cum Laude

[redacted]

Dawn S. Catalanotti

Additional Employment

Cabletron Systems — **Jan 1994 – Jan 1998**

Development Firmware Test Engineer — Jan 1995-Jan 1998

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

Release Engineer — Jan 1994-Jan 1995

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

Skills & Interests

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

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Kim Bock	Executive Director	27,962
Dawn Catalanotti	Cert. Specialist	22,480
Alexis Cox	Program Assistant	13,654

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

Lori A. Shibinette
Commissioner

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

March 30, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing contract with the New Hampshire Coalition of Recovery Residences (VC#311995), Concord, NH, to continue providing certification and support services for recovery homes and to continue administration of a rental assistance program for New Hampshire residents who are entering recovery homes in New Hampshire, by increasing the price limitation by $400,000 from $1,730,000 to $2,130,000 and by extending the completion date from March 14, 2023, to June 30, 2023, effective July 1, 2022 subject to Governor and Council approval. 100% Other Funds (Governor's Commission).

The original contract was approved by Governor and Executive Council on October 23, 2019, Item #16, amended on August 5, 2020, Item #19, amended on June 16, 2021, Item #31, and most recently amended on December 8, 2021, Item #8.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92058501	$375,000	$0	$375,000
2021	102-500731	Contracts for Prog Svc	92058501	$375,000	$0	$375,000
2022	074-500585	Community Grants	92058501	$400,000	$0	$400,000
2023	074-500585	Community Grants	92058501	$0	$400,000	$400,000
			Subtotal	***$1,150,000***	***$400,000***	***$1,550,000***

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Community Grants	92057046	$230,000	$0	$230,000
			Subtotal	$230,000	$0	$230,000

05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, SABG ADDITIONAL (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Community Grants	92055501	$90,000	$0	$90,000
2023	074-500585	Community Grants	92055501	$260,000	$0	$260,000
			Subtotal	***$350,000***	$0	***$350,000***
			Total Contract	***$1,730,000***	***$400,000***	***$2,130,000***

EXPLANATION

The purpose of this request is to continue implementing a system for certification of recovery homes, including training; technical assistance; tracking of recovery home capacity; and ombudsman services to investigate and address complaints about certified recovery homes. The Contractor will also continue to administer an established rental assistance program for New Hampshire residents who are entering recovery homes.

Approximately 22 recovery houses will be certified through June 30, 2023.

The Contractor will continue to certify that recovery homes statewide meet the National Alliance of Recovery Residences (NARR) standards for safe, ethical, quality operation that focuses on residents' well-being using social model recovery practices. These standards include a peer-supported, substance free, stable environment to bring about positive and lasting changes in lifestyle in support of individuals' recovery. Additionally, the Contractor will continue to develop and support a strong coalition of recovery home operators, peer leaders, recovery advocates, and community volunteers to provide peer support and peer review of homes as well as referral networks between homes. This will include providing targeted technical assistance to operators who are willing to establish recovery homes in underserved geographic areas and/or accommodate critical need populations such as persons receiving medication-assisted recovery services.

Recovery housing is an essential need for many people in early recovery from substance use disorders as stable and supportive housing provides a necessary foundation for achieving

and sustaining recovery from substance use disorders. Prior to the services funded through these contracts, New Hampshire had no system to encourage the development of recovery housing that met national standards and ensured safe, ethical housing practices focused on resident well-being and a social model of recovery support. This amendment reinforces the established housing certification system and promotes further accessibility to meet essential housing needs through the rental assistance program, whereas the previous amendments and the original contract had greater emphasis on the implementation of the housing certification system and rental assistance program development.

The Department will continue monitoring services using the following performance measures:

- 60% of recovery homes eligible for certification will complete the certification process within one-year.
- 60% of recovery homes eligible for recertification will successfully complete the recertification process.
- 90% of all rental assistance applications will receive a response within five (5) business days.

As referenced in Exhibit C-1 of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Contractor has met or exceeded performance measure expectations, particularly in the number of recovery houses completing the certification process (26 new recovery houses, which was 90% of those applying in the first two quarters), and in recovery houses completing the recertification process (80% of recovery houses eligible for recertification completed the certification process through the first two quarters of State Fiscal Year). The Department is exercising its option to renew services for four (4) months of the remaining two (2), years and four (4) months available.

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

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #TI083326 and Assistance Listing Number #93.959, FAIN #TI083509.

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

Respectfully submitted,

for

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Recovery Housing Certification and Rental Assistance contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Coalition of Recovery Residences (NHCORR), ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019, (Item #16), as amended on August 5, 2020, (Item #19), and amended on June 16, 2021, (Item #31), and most recently amended on December 8, 2021 (Item #8) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,130,000

3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:

   2. This amended agreement is funded as follows:

      2.1. 72.77% Governor's Commission Funds.

      2.2. 27.23% Federal Funds.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4., by replacing it in its entirety as follows:

   4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the 20th working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

      4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

      4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

      4.3. Identifies and requests payment for allowable costs incurred in the previous month.

      4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

      4.5. Is completed, dated and returned to the Department with the supporting documentation

for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.invoicesforcontracts@dhhs.nh.govor mailed to:

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

4.7. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

5. Add Exhibit B-4, Amendment #4 Budget, which is attached hereto and incorporated by reference herein.

Contractor Initials DS
Date 4/4/2022

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, subject to Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

4/5/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

New Hampshire Coalition of Recovery House Residences

4/4/2022
Date

DocuSigned by:
Kim Bock
Name: Kim Bock
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/6/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

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

Contractor Name: New Hampshire Coalition of Recovery Residences

Project Title: Certification & Supports for Recovery Homes

Budget Period: July 1, 2022 through June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 183,000.00	$ -	$ 183,000.00	$ -	$ -	$ -	$ 183,000.00	$ -	$ 183,000.00
2. Employee Benefits	$ 32,000.00	$ -	$ 32,000.00	$ -	$ -	$ -	$ 32,000.00	$ -	$ 32,000.00
3. Consultants	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
4. Equipment:	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 10,500.00	$ -	$ 10,500.00	$ -	$ -	$ -	$ 10,500.00	$ -	$ 10,500.00
7. Occupancy	$ 16,000.00	$ -	$ 16,000.00	$ -	$ -	$ -	$ 16,000.00	$ -	$ 16,000.00
8. Current Expenses	$ 29,000.00	$ -	$ 29,000.00	$ -	$ -	$ -	$ 29,000.00	$ -	$ 29,000.00
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 9,500.00	$ -	$ 9,500.00	$ -	$ -	$ -	$ 9,500.00	$ -	$ 9,500.00
10. Marketing/Communications	$ 5,500.00	$ -	$ 5,500.00	$ -	$ -	$ -	$ 5,500.00	$ -	$ 5,500.00
11. Staff Education and Training	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500.00	$ -	$ 4,500.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Housing Assistance	$ 100,000.00	$ -	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00	$ -	$ 100,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 400,000.00	$ -	$ 400,000.00	$ -	$ -	$ -	$ 400,000.00	$ -	$ 400,000.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials: [initials] Date: 4/4/2022

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

Lori A. Shibinette
Commissioner

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

November 9, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing contract with New Hampshire Coalition of Recovery Residences (VC#311995), Concord, New Hampshire, for continuation of services to certify and support recovery homes in New Hampshire, and to further develop and administer a rental assistance program for residents who are entering recovery homes, by increasing the price limitation by $350,000 from $1,380,000 to $1,730,000 and by extending the completion date from June 30, 2022 to March 14, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 23, 2019, item #16, amended on August 5, 2020, item #19, and most recently amended on June 16, 2021, item #31.

Funds are available in the following account for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92058501	$375,000	$0	$375,000
2021	102-500731	Contracts for Prog Svc	92058501	$375,000	$0	$375,000
2022	102-500731	Contracts for Prog Svc	92057046	$400,000	$0	$400,000
			Subtotal	$1,150,000	$0	$1,150,000

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	92058501	$230,000	$0	$230,000
			Subtotal	**$230,000**	**$0**	**$230,000**

05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, SABG ADDITIONAL (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Community Grants	92055501	$0	$90,000	$90,000
2023	074-500585	Community Grants	92055501	$0	$260,000	$260,000
			Subtotal	$0	$350,000	$350,000
			Total	**$1,380,000**	**$350,000**	**$1,730,000**

EXPLANATION

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

Approximately 22 recovery homes will be certified during State Fiscal Years 2022 and 2023.

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

Recovery housing is an essential need for many people in early recovery from substance use disorders. Prior to these agreements, New Hampshire had no system to encourage the development of recovery housing that met national standards and ensured the quality of safe, ethical housing practices focused on resident well-being and a social model of recovery support. This amendment reinforces the established housing certification system and promotes further accessibility to meet essential housing needs through the rental assistance program, whereas the previous amendments and the original contract had greater emphasis on the implementation of the housing certification system and rental assistance program development.

The Department will monitor services using the following performance measures:

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

As referenced in Exhibit C-1 of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for eight-and-a-half (8.5) months of the three (3) years available.

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

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #TI081685, Assistance Listing Number #93.959, FAIN #TI083509.

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

Respectfully submitted,

On behalf of Commissioner Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Recovery Housing Certification and Rental Assistance contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Coalition of Recovery Residences (NHCORR), ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019 (Item #16), as amended on August 5, 2020 (Item #19), as amended on June 16, 2021 (Item #31) Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   March 14, 2023.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,730,000.

3. Modify Exhibit A, Scope of Services, Section 5. Deliverables, Paragraph 5.5., to read:

   5.5. The Contractor shall certify no less than twenty-two (22) recovery homes by March 14, 2023, and shall provide to each certified recovery home a Certification Portfolio, in print or electronic form, as described in Exhibit A-2, Certification Process.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:

   2. This amended agreement is funded as follows:

      2.1. 66.47% Governor's Commission Funds.

      2.2. 33.53% Federal Funds.

5. Modify Exhibit B-2, by replacing it in its entirety with Exhibit B-2, Amendment #3 Budget, which is attached hereto and incorporated by reference herein.

6. Add Exhibit B-3, Amendment #3 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

11/22/2021
Date

DocuSigned by:
Katja S. Fox
ED1003B04C83442...
Name: Katja S. Fox
Title: Director

New Hampshire Coalition of Recovery House Residences

11/19/2021
Date

DocuSigned by:
Kim Bock
B2741150F7CB643C...
Name: Kim Bock
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

11/22/2021

DocuSigned by:
J. Christopher Marshall
D5BD458E80C4403...

Date

Name: J. Christopher Marshall
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

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

Contractor Name: NH Coalition of Recovery Residences

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

Budget Period: 7/1/21 - 6/30/22

Line Item	Total Program Cost – Direct	Total Program Cost – Indirect	Total Program Cost – Total	Contractor Share / Match – Direct	Contractor Share / Match – Indirect	Contractor Share / Match – Total	Funded by DHHS contract share – Direct	Funded by DHHS contract share – Indirect	Funded by DHHS contract share – Total
1. Total Salary/Wages	175,000.00	-	175,000.00	-	-	-	175,000.00	-	175,000.00
2. Employee Benefits	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
3. Consultants	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
4. Equipment:	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	12,000.00	-	12,000.00	-	-	-	12,000.00	-	12,000.00
7. Occupancy	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
8. Current Expenses	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
10. Marketing/Communications	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
11. Staff Education and Training	7,000.00	-	7,000.00	-	-	-	7,000.00	-	7,000.00
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
Housing Assistance	100,000.00	-	100,000.00	-	-	-	100,000.00	-	100,000.00
[illegible]	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

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

Contractor Name: NH Coalition of Recovery Residences

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

Budget Period: [illegible] SOR Funds 230,000.00

Line Item	Total Program Cost – Direct	Total Program Cost – Indirect	Total Program Cost – Total	Contractor Share / Match – Direct	Contractor Share / Match – Indirect	Contractor Share / Match – Total	Funded by DHHS contract share – Direct	Funded by DHHS contract share – Indirect	Funded by DHHS contract share – Total
1. Total Salary/Wages	-	-	-	-	-	-	-	-	-
2. Employee Benefits	-	-	-	-	-	-	-	-	-
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
Housing [illegible]	140,000.00	-	[illegible]	-	-	-	[illegible]	-	[illegible]
[illegible] Training and TA	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Stipends 1/2 of housing [illegible] - 1/2 of Training	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
TOTAL	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]

Indirect As A Percent of Direct: 0.0%

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

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

Contractor Name: NH Coalition of Recovery Residences

Budget Request for: Recovery Housing Certification and Rental Assistance

Budget Period: [illegible] SABG FUNDS [illegible]

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	-	-	-	-	-	-	-	-	-
2. Employee Benefits	-	-	-	-	-	-	-	-	-
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory)	-	-	-	-	-	-	-	-	-
Housing Assistance	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
[illegible] Training and TA	-	-	-	-	-	-		-	-
Indirect [illegible] of Housing [illegible] + [illegible] of Training	-	-	-	-	-	-		-	-
TOTAL	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]

Indirect As A Percent of Direct 0.0%

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

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

Contractor Name: NH Coalition of Recovery Residences

Project Title: Recovery Housing Certification and Rental Assistance

Budget Period: [illegible]

[illegible] in SABG Funds

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
2. Employee Benefits	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
3. Consultants	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
4. Equipment:	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
7. Occupancy	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
8. Current Expenses	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
10. Marketing/Communications	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
11. Staff Education and Training	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
Rental Assistance (?)	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL	[illegible]	-	[illegible]	-	-	-	[illegible]	-	[illegible]
Indirect As A Percent of Direct		0.0%							

)

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

Lori A. Shibinette
Commissioner

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

June 10, 2021

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

REQUESTED ACTION

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

2) Further authorize an advance payment in the amount of $70,000 to the New Hampshire Coalition of Recovery Residences, in accordance with the terms of the contract amendment effective upon Governor and Council approval. 100% Federal Funds

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

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

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

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

			Subtotal	$750,000	$400,000	$1,150,000

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Area served: Statewide.

Source of Funds: CFDA #93.788 FAIN TI081685

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022 Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,380,000

2. Modify Exhibit A, Scope of Services, Section 2. Scope of Work, Paragraph 2.3, Subparagraph 2.3.4, to read:

   2.3.4. Creation of a Certification Portfolio, in print or electronic form, as described in Exhibit A-2, for each recovery home.

3. Modify Exhibit A, Scope of Services, Section 5. Deliverables, Paragraph 5.1., to read:

   5.1. The Contractor shall deliver a description of and content index of the online Recovery Housing Operator's Manual, with approval from the Department of the final draft, and make the manual available to operators of each recovery home that is certified or in the process of certification no later than April 1, 2022.

4. Modify Exhibit A, Scope of Services, Section 5. Deliverables, Paragraph 5.2., to read:

   5.2. Reserved.

5. Modify Exhibit A, Scope of Services, Section 5. Deliverables, Paragraph 5.5., to read:

   5.5. The Contractor shall certify no less than fifteen (15) recovery homes by June 30, 2022, and shall provide to each certified recovery home a Certification Portfolio, in print or electronic form, as described in Exhibit A-2, Certification Process.

6. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2, to read:

   2. This amended agreement is funded as follows:
      2.1. 63.49% Governor's Commission Funds.
      2.2. 36.51% Federal Funds from the State Opioid Response Grant.
         2.3.1. Funding under Section 2.2. is only available through September 29, 2021, unless otherwise appropriated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

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

attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/28/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

New Hampshire Coalition of Recovery Residences

5/25/2021
Date

DocuSigned by:
Kim Bock
Name: Kim Bock
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/28/2021
Date

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

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

Contractor Name: NH Coalition of Recovery Residences

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

Budget Period: 7/1/21 - 6/30/22

Gov Commission Funds 400,000.00

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 176,000.00	$ -	$ 176,000.00	$ -	$ -	$ -	$ 176,000.00	$ -	$ 176,000.00
2. Employee Benefits	$ 79,000.00	$ -	$ 79,000.00	$ -	$ -	$ -	$ 79,000.00	$ -	$ 79,000.00
3. Consultants	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00	$ -	$ 8,000.00
4. Equipment:	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 12,000.00	$ -	$ 12,000.00	$ -	$ -	$ -	$ 12,000.00	$ -	$ 12,000.00
7. Occupancy	$ 13,500.00	$ -	$ 13,500.00	$ -	$ -	$ -	$ 13,500.00	$ -	$ 13,500.00
8. Current Expenses	$ 79,500.00	$ -	$ 79,500.00	$ -	$ -	$ -	$ 79,500.00	$ -	$ 79,500.00
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
10. Marketing/Communications	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00	$ -	$ 8,000.00
11. Staff Education and Training	$ 7,000.00	$ -	$ 7,000.00	$ -	$ -	$ -	$ 7,000.00	$ -	$ 7,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Housing Assistance	$ 100,000.00	$ -	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00	$ -	$ 100,000.00
Advance - 1/12 of budget	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 400,000.00	$ -	$ 400,000.00	$ -	$ -	$ -	$ 400,000.00	$ -	$ 400,000.00

Indirect As A Percent of Direct 0.0%

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

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

Contractor Name: NH Coalition of Recovery Residences

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

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Housing Assistance	$ 140,000.00	$ -	$ 140,000.00	$ -	$ -	$ -	$ 140,000.00	$ -	$ 140,000.00
SOR Training and TA	$ 20,000.00	$ -	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00	$ -	$ 20,000.00
Advance 1/3 of Housing assistance - 2/3 of Training	$ 70,000.00	$ -	$ 70,000.00	$ -	$ -	$ -	$ 70,000.00	$ -	$ 70,000.00
TOTAL	$ 230,000.00	$ -	$ 230,000.00	$ -	$ -	$ -	$ 230,000.00	$ -	$ 230,000.00

Indirect As A Percent of Direct 0.0%

Contractor Initials [initials] Date 7/21/2021

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

Lori A. Shibinette
Commissioner

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

July 17, 2020

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

REQUESTED ACTION

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

2) Further authorize an advance payment in the amount of $42,905 to the New Hampshire Coalition of Recovery Residences, in accordance with the terms of the contract amendment, effective upon Governor and Council approval. 100% Other Funds (Governor's Commission Funds).

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

EXPLANATION

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

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

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

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

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

The Department monitors contracted services using the following performance measures:

- 60% of homes that are eligible for certification must complete the process within one (1) year.
- 60% of homes eligible for re-certification successfully must complete the recertification process.
- 100% of qualified concerns and complaints must receive a response.
- 80% of all rental assistance applications must receive a response within five (5) business days.

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

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

Area served: Statewide

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

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

This 1st Amendment to the Recovery Housing Certification and Rental Assistance contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Coalition of Recovery Residences (NHCORR), (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 2 ½ Beacon Street, Concord, NH 03301.

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

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

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

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

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

4. Payment for said services shall be made as follows:

4.1. The Contractor may invoice the Department in an amount not to exceed $42,905 for State Fiscal Year 2021 upon Governor and Executive Council upon approval of Amendment #1. The Contractor shall ensure:

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

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

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

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

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

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

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

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

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

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

4.2. Subsequent payments for State Fiscal Year 2021 shall be paid on a cost reimbursement basis in accordance with budget lines specified in Exhibit B-2, Amendment #1, as follows:

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

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

4.2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.

2. Modify Exhibit B-2, by replacing it in its entirety with Exhibit B-2 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

7/17/20
Date

Name: Katja S. Fox
Title: Director

NEW HAMPSHIRE COALITION OF RECOVERY RESIDENCES (NHCORR)

7/14/2020
Date

Name: Kristine Paquette
Title: Chair

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

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

OFFICE OF THE ATTORNEY GENERAL

07/22/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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

Contractor Name: New Hampshire Coalition of Recovery Residences (NHCORR)

Budget Request for: SS-2020-BDAS-07-RECOV-01-A01

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 151,654.00	$ -	$ 151,654.00	$ -	$ -	$ -	$ 151,654.00	$ -	$ 151,654.00
2. Employee Benefits	$ 11,458.00	$ -	$ 11,458.00	$ -	$ -	$ -	$ 11,458.00	$ -	$ 11,458.00
3. Consultants	$ 6,875.00	$ -	$ 6,875.00	$ -	$ -	$ -	$ 6,875.00	$ -	$ 6,875.00
4. Equipment	$ 1,833.00	$ -	$ 1,833.00	$ -	$ -	$ -	$ 1,833.00	$ -	$ 1,833.00
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies	$ 5,047.00	$ -	$ 5,047.00	$ -	$ -	$ -	$ 5,047.00	$ -	$ 5,047.00
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 11,000.00	$ -	$ 11,000.00	$ -	$ -	$ -	$ 11,000.00	$ -	$ 11,000.00
7. Occupancy	$ 13,860.00	$ -	$ 13,860.00	$ -	$ -	$ -	$ 13,860.00	$ -	$ 13,860.00
8. Current Expenses	$ 31,582.00	$ -	$ 31,582.00	$ -	$ -	$ -	$ 31,582.00	$ -	$ 31,582.00
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 5,958.00	$ -	$ 5,958.00	$ -	$ -	$ -	$ 5,958.00	$ -	$ 5,958.00
10. Marketing/Communications	$ 7,333.00	$ -	$ 7,333.00	$ -	$ -	$ -	$ 7,333.00	$ -	$ 7,333.00
11. Staff Education and Training	$ 5,500.00	$ -	$ 5,500.00	$ -	$ -	$ -	$ 5,500.00	$ -	$ 5,500.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
rental assistance	$ 80,000.00	$ -	$ 80,000.00	$ -	$ -	$ -	$ 80,000.00	$ -	$ 80,000.00
Advance for Rental Assistance	$ 20,000.00	$ -	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00	$ -	$ 20,000.00
Advance for Operating budget	$ 22,900.00	$ -	$ 22,900.00	$ -	$ -	$ -	$ 22,900.00	$ -	$ 22,900.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 375,000.00	$ -	$ 375,000.00	$ -	$ -	$ -	$ 375,000.00	$ -	$ 375,000.00

SEP 20 '19 AM 11:47 DHS

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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

August 26, 2019

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

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

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Coalition of Recovery Residences (NHCORR)		1.4 Contractor Address 188 King St. Boscawen, NH 03303	
1.5 Contractor Phone Number 603-247-3064	1.6 Account Number 05-95-92-92058510- 3382	1.7 Completion Date 6/30/2021	1.8 Price Limitation $750,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Kristine Paquette		1.12 Name and Title of Contractor Signatory Kristine Paquette Co-Chair	

1.13 Acknowledgement: State of New Hampshire County of Hillsborough

On September 10, 2019 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Joanne M. Larocque

1.13.2 Name and Title of Notary or Justice of the Peace

JOANNE M. LAROCQUE, Notary Public
My Commission Expires July 19, 2022

1.14 State Agency Signature Date: 9/16/19	1.15 Name and Title of State Agency Signatory Lisa S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: CATHERINE PINOS On: 9/27/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials KP
Date 9/10/19

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 $1,000,000per 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 KR

Date 9/11/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials KH

Date 9/10/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Work

2.1. The Contractor shall provide support to recovery homes statewide that are seeking certification as Social Model recovery homes based on current National Alliance for Recovery Residences (NARR) standards, as described in Exhibit A-1, NARR Standard 3.0. The Contractor shall ensure support includes, but is not limited to:

2.1.1. Technical assistance to recovery homes seeking Social Model recovery home certification.

2.1.2. A data system, as approved by the Department, capable of:

2.1.2.1. Monitoring certification and recertification of recovery homes.

2.1.2.2. Monitoring capacity of certified recovery homes.

2.1.3. Developing and publishing a Recovery Housing Operators manual.

2.2. The Contractor shall provide a training program for recovery housing operators to meet certification standards that is available in-person and via remote access. The Contractor shall ensure the training program includes, but is not limited to:

2.2.1. A description of the Contractor's organization, and NARR.

2.2.2. A definition of recovery housing.

2.2.3. An overview of the application process for certification as a Social Model recovery home.

2.2.4. The Contractor's responsibilities in the certification process.

2.2.5. A description of peer review as it pertains to the certification.

2.2.6. An explanation of the certification requirements for each level of recovery housing.

2.2.7. A description of The Social Model of Recovery, which may include, but is not limited to:

2.2.7.1. Basics of the Social Model.

2.2.7.2. A definition of Homelike Environment

2.2.7.3. How to determine if a recovery home is implementing the Social Model.

2.2.7.4. Best practices for quality improvement plans for policies, procedures and documents.

2.2.8. An overview of the physical inspection criteria for recovery home certification.

2.2.9. The process for handling identified concerns and complaints.

2.3. The Contractor shall develop and implement a fair, consistent and sustainable certification and recertification process for recovery housing, as described in Exhibit A-2, Certification Process, which includes, but is not limited to:

2.3.1. An introductory visit to the recovery home by a member of the Contractor's Certification Review Team, which must include, but is not limited to:

2.3.1.1. A meeting with the recovery home's leadership team.

2.3.1.2. A walkthrough of the premises by the Contractor's Certification Review Team member.

2.3.2. The use of standardized assessment tools.

2.3.3. Requesting evidence provided from each certified recovery home that the recovery home, or some aspect of the recovery home's operation, has been licensed, inspected, approved, or certified by a recognized authority with legally mandated oversight of the recovery home or some aspect of its operation, when applicable.

2.3.4. Creation of a Certification Portfolio as described in Exhibit A-2, for each certified recovery home.

2.4. The Contractor shall provide training on best practices to recovery home operators, leadership, and residents no less than 2 (two) times in each calendar year, which may include, but is not limited to providing training on:

2.4.1. Cultural competency.

2.4.2. Toxicology and drug testing.

2.4.3. Medication Assisted Recovery (MAR).

2.4.4. Naloxone administration.

2.4.5. Good neighbor practices.

2.5. The Contractor shall provide targeted technical assistance to recovery home operators establishing recovery homes in underserved geographic areas to.

provide guidance on addressing specific needs for each geographic region, which may include, but is not limited to providing consultation for policies and procedures to respond to concerns from the local community.

2.6. The Contractor shall provide targeted technical assistance, which may include best practices for working with unique populations, to recovery home operators establishing recovery homes that accommodate critical need populations, which may include, but are not limited to:

2.6.1. Individuals engaged in MAR.

2.6.2. Individuals identifying as lesbian, gay, bisexual, transsexual, questioning, intersex, and asexual (LGBTQIA).

2.7. The Contractor shall develop and maintain a process for information on recovery homes availability and bi-directional referrals with recovery community organizations (RCOs).

2.8. The Contractor shall assist recovery home operators to establish a relationship with access points to substance use disorder services known as the Doorways (https://www.thedoorway.nh.gov/hubmap).

2.9. The Contractor shall provide ombudsman services and develop a process, as approved by the Department, to qualify, review, mediate, and/or refer to appropriate authorities concerns and complaints from third parties or residents about a certified recovery home.

2.10. The Contractor shall develop and implement a process, as approved by the Department, that requires certified recovery houses to receive training to mitigate further concerns and complaints regarding recovery housing and processes.

2.11. The Contractor shall recertify each certified recovery home on an annual basis, using the same process that is used for certification.

2.12. The Contractor shall establish a rental assistance program that assists with offsetting payments for Recovery Housing rental payments. The Contractor shall:

2.12.1. Provide a written description of the program to the Department for approval.

2.12.2. Make information on the program available to potential applicants through referral resources which may include, but not be limited to certified recovery homes, RCOs, and Doorways.

2.13. The Contractor shall maintain active participation in NARR affiliate and national activities.

3. Reporting

3.1. The Contractor shall submit written reports to the Department on a quarterly basis, no later than three (3) weeks after the end of each quarter.

3.2. The Contractor shall ensure that each quarterly report includes, but is not limited to:

3.2.1. A narrative overview and description of contract activities performed during the previous three (3) months, which includes, but is not limited to:

3.2.1.1. A description of each reported concern or complaint, as qualified by the ombudsman, for each recovery housing operator and recovery home.

3.2.1.2. A description of the resolution for each reported qualified concern or complaint, which may include, but is not limited to:

3.2.1.2.1. Mediation.

3.2.1.2.2. Referral to an outside agency or practitioner.

3.2.1.2.3. Required improvements to services.

3.2.1.2.4. Probation.

3.2.1.2.5. Revocation of certification.

3.2.2. The number of recovery homes currently certified.

3.2.3. The number of recovery homes in process of certification.

3.2.4. The capacity, geographic regions and recovery practices of each certified recovery home.

3.2.5. The number of people receiving rental assistance and the total amount of awards per recovery home.

3.2.6. The number and type of training sessions provided for each recovery home, which must include, but is not limited to:

3.2.6.1. A description of the topic for each training session.

3.2.6.2. Total number of attendees for each training class.

3.2.7. The total number and type of technical assistance activities provided to recovery homes.

4. Performance Measures

4.1. The Contractor shall ensure a minimum of:

4.1.1. 60% of homes that are eligible for certification complete the certification process within one year.

4.1.2. 60% of homes eligible for re-certification successfully complete the recertification process.

4.1.3. 95% of qualified concerns and complaints receive a response.

4.1.4. 80% of all rental assistance applications receive a response within five (5) business days.

5. Deliverables

5.1. The Contractor shall deliver a final draft of the Recovery Housing Operators manual to the Department no later than January 1, 2020.

5.2. The Contractor shall produce the Recovery Housing Operator's Manual, with approval from the Department of the final draft, and make the manual available to operators of each recovery home that is certified or in the process of certification no later than April 1, 2020.

5.3. The Contractor provide a Certification Workbook, in print or electronic form, to each recovery home operator that requests certification.

5.4. The Contractor shall provide a NARR Standard Guide, in print or electronic form, to each recovery home operator that requests certification.

5.5. The Contractor shall certify no less than forty (40) recovery homes by June 30, 2021, and shall provide to each certified recovery home a Certification Portfolio as described in Exhibit A-2, Certification Process.

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NARR Standard 3.0

Introduction

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

Outline of the Standard

Domain 1	*Administrative Operations*
Principle A.	Operate with integrity: Standards 1-4
Principle B.	Uphold residents' rights: Standards 5 and 6
Principle C.	Create a culture of empowerment where residents engage in governance and leadership: Standards 7 and 8
Principle D.	Develop staff abilities to apply the Social Model: Standards 9-13
Domain 2	*Physical Environment*
Principle E.	Provide a home-like environment: Standards 14 and 15
Principle F.	Promote a safe and healthy environment: Standards 16-19
Domain 3	*Recovery Support*
Principle G.	Facilitate active recovery and recovery community engagement: Standards 20-25
Principle H.	Model prosocial behaviors and relationship enhancement skills: Standard 26
Principle I.	Cultivate the resident's sense of belonging and responsibility for community: Standards 27-29
Domain 4	*Good Neighbor*
Principle J.	Be a good neighbor: Standards 30 and 31

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Domains, Core Principles and Standards

1	Administrative and Operational Domain			LEVELS			
				I	II	III	IV
A.	**Core Principle: Operate with Integrity**						
	1.	**Use mission and vision as guides for decision making**					
		a.	A written mission that reflects a commitment to those served and identifies the population served which, at a minimum, includes persons in recovery from a substance use disorder.	✔	✔	✔	✔
		b.	A vision statement that is consistent with NARR's core principles.	✔	✔	✔	✔
	2.	**Adhere to legal and ethical codes and use best business practices**					
		a.	Documentation of legal business entity (e.g. incorporation, LLC documents or business license).	✔	✔	✔	✔
		b.	Documentation that the owner/operator has current liability coverage and other insurance appropriate to the level of support.	✔	✔	✔	✔
		c.	Written permission from the property owner of record (if the owner is other than the recovery residence operator) to operate a recovery residence on the property.	✔	✔	✔	✔
		d.	A statement attesting to compliance with nondiscriminatory state and federal requirements.	✔	✔	✔	✔
		e.	Operator attests that claims made in marketing materials and advertising will be honest and substantiated and that it does not employ any of the following: • False or misleading statements or unfounded claims or exaggerations; • Testimonials that do not reflect the real opinion of the involved individual; • Price claims that are misleading; • Therapeutic strategies for which licensure and/or counseling certifications are required but not applicable at the site; or • Misleading representation of outcomes.	✔	✔	✔	✔
		f.	Policy and procedures that ensure that appropriate background checks (due diligence practices) are conducted for all staff who will have direct and regular interaction with residents.		R	R	✔
		g.	Policy and procedures that ensure the following conditions are met if the residence provider employs, contracts with or enters into a paid work agreement with residents: • Paid work arrangements are completely voluntary. • Residents do not suffer consequences for declining work. • Residents who accept paid work are not treated more favorably than residents who do not.	✔	✔	✔	✔

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			• All qualified residents are given equal opportunity for available work. • Paid work for the operator or staff does not impair participating residents' progress towards their recovery goals. • The paid work is treated the same as any other employment situation. • Wages are commensurate with marketplace value and at least minimum wage. • The arrangements are viewed by a majority of the residents as fair. • Paid work does not confer special privileges on residents doing the work. • Work relationships do not negatively affect the recovery environment or morale of the home. • Unsatisfactory work relationships are terminated without recriminations that can impair recovery.				
		b.	Staff must never become involved in residents' personal financial affairs, including lending or borrowing money, or other transactions involving property or services, except that the operator may make agreements with residents with respect to payment of fees.	✔	✔	✔	✔
		i.	A policy and practice that provider has a code of ethics that is aligned with the NARR code of ethics. There is evidence that this document is read and signed by all those associated with the operation of the recovery residence, to include owners, operators, staff and volunteers.	✔	✔	✔	✔
	3.	**Be financially honest and forthright**					
		a.	Prior to the initial acceptance of any funds, the operator must inform applicants of all fees and charges for which they will be, or could potentially be, responsible. This information needs to be in writing and signed by the applicant.	✔	✔	✔	✔
		b.	Use of an accounting system which documents all resident financial transactions such as fees, payments and deposits. • Ability to produce clear statements of a resident's financial dealings with the operator within reasonable timeframes. • Accurate recording of all resident charges and payments. • Payments made by 3rd party payers are noted	✔	✔	✔	✔
		c.	A policy and practice documenting that a resident is fully informed regarding refund policies prior to the individual entering into a binding agreement.	✔	✔	✔	✔
		d.	A policy and practice that residents be informed of payments from 3rd party payers for any fees paid on their behalf.	✔	✔	✔	✔
	4.	**Collect data for continuous quality improvement**					
		a.	Policies and procedures regarding collection of resident's information. At a minimum data collection will • Protect individual's identity. • Be used for continuous quality improvement and	✔	✔	✔	✔

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			• be part of day-to-day operations and regularly reviewed by staff and residents (where appropriate).				
B.	**Core Principle: Uphold Residents' Rights**						
	5.	**Communicate rights and requirements before agreements are signed**					
		a.	Documentation of a process that requires a written agreement prior to committing to terms that includes the following: • Resident rights • Financial obligations, and agreements • Services provided • Recovery goals • Relapse policies • Policies regarding removal of personal property left in the residence	✔	✔	✔	✔
	6.	**Protect resident information**					
		a.	Policies and procedures that keep residents' records secure, with access limited to authorized staff.	✔	✔	✔	✔
		b.	Policies and procedures that comply with applicable confidentiality laws.	✔	✔	✔	✔
		c.	Policies and procedures, including social media, protecting resident and community privacy and confidentiality.	✔	✔	✔	✔
C.	**Core Principle: Create a culture of empowerment where residents engage in governance and leadership**						
	7.	**Involve residents in governance**					
		a.	Evidence that some rules are made by the residents that the residents (not the staff) implement.	✔	✔	R	R
		b.	Grievance policy and procedures, including the right to take unresolved grievances to the operator's oversight organization.	✔	✔	✔	✔
		c.	Verification that written resident's rights and requirements (e.g. residence rules and grievance process) are posted or otherwise available in common areas.	✔	✔	✔	✔
		d.	Policies and procedures that promote resident-driven length of stay.	✔	✔	•	•
		e.	Evidence that residents have opportunities to be heard in the governance of the residence; however, decision making remains with the operator.		✔	✔	✔
	8.	**Promote resident involvement in a developmental approach to recovery**					
		a.	Peer support interactions among residents are facilitated to expand responsibilities for personal and community recovery.		✔	✔	✔
		b.	Written responsibilities, role descriptions, guidelines and/or feedback for residence leaders.	R	✔	✔	✔
		c.	Evidence that residents' recovery progress and challenges are recognized and strengths are celebrated.		✔	✔	✔

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

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

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	17.	**Promote Home Safety**					
		a.	Operator will attest that electrical, mechanical, and structural components of the property are functional and free of fire and safety hazards.	✔	✔	✔	✔
		b.	Operator will attest that the residence meets local health and safety codes appropriate to the type of occupancy (e.g. single family or other) OR provide documentation from a government agency or credentialed inspector attesting to the property meeting health and safety standards.	✔	✔	✔	✔
		c.	Verification that the residence has a safety inspection policy requiring periodic verification of • Functional smoke detectors in all bedroom spaces and elsewhere as code demands, • Functional carbon monoxide detectors, if residence has gas HVAC, hot water or appliances • Functional fire extinguishers placed in plain sight and/or clearly marked locations, • Regular, documented inspections of smoke detectors, carbon monoxide detectors and fire extinguishers, • Fire and other emergency evacuation drills take place regularly and are documented (not required for Level I Residences).	✔	✔	✔	✔
	18.	**Promote Health**					
		a.	Policy regarding smoke-free living environment and/or designated smoking area outside of the residence.	✔	✔	✔	✔
		b.	Policy regarding exposure to bodily fluids and contagious disease.	✔	✔	✔	✔
	19.	**Plan for emergencies including intoxication, withdrawal and overdose**					
		a.	Verification that emergency numbers, procedures (including overdose and other emergency responses) and evacuation maps are posted in conspicuous locations.	✔	✔	✔	✔
		b.	Documentation that emergency contact information is collected from residents.	✔	✔	✔	✔
		c.	Documentation that residents are oriented to emergency procedures.	✔	✔	✔	✔
		d.	Verification that Naloxone is accessible at each location, and appropriate individuals are knowledgeable and trained in its use.	✔	✔	✔	✔

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3	Recovery Support Domain			LEVELS			
				I	II	III	IV
G.	**Core Principle: Facilitate Active Recovery and Recovery Community Engagement**						
	20.	**Promote meaningful activities**					
		a.	Documentation that residents are encouraged to do at least one of the following: • Work, go to school, or volunteer outside of the residence (Level 1, 2 and some 3s) • Participate in mutual aid or caregiving (All Levels) • Participate in social, physical or creative activities (All Levels) • Participate in daily or weekly community activities (All Levels) • Participate in daily or weekly programming (Level 3's and 4's)	✔	✔	✔	✔
	21.	**Engage residents in recovery planning and development of recovery capital**					
		a.	Evidence that each resident develops and participates in individualized recovery planning that includes an exit plan/strategy	✔	✔	✔	✔
		b.	Evidence that residents increase recovery capital through such things as recovery support and community service, work/employment, etc.	✔	✔	✔	✔
		c.	Written criteria and guidelines explain expectations for peer leadership and mentoring roles.	✔	✔	✔	✔
	22.	**Promote access to community supports**					
		a.	Resource directories, written or electronic, are made available to residents.	✔	✔	✔	✔
		b.	Staff and/or resident-leaders educate residents about local community-based resources.	✔	✔	✔	✔
	23.	**Provide mutually beneficial peer recovery support**					
		a.	A weekly schedule details recovery support services, events and activities.		✔	✔	✔
		b.	Evidence that resident-to resident peer support is facilitated: • Evidence that residents are taught to think of themselves as peer supporters for others in recovery • Evidence that residents are encouraged to practice peer support interactions with other residents.	✔	✔	✔	✔
	24.	**Provide recovery support and life skills development services**					
		a.	Provide structured scheduled, curriculum-driven, and/or otherwise defined support services and life skills development. Trained staff (peer and clinical) provide learning opportunities.			✔	✔
		b.	Ongoing performance support and training are provided for staff.			✔	✔
	25.	**Provide clinical services in accordance with state law**					
		a.	Evidence that the program's weekly schedule includes clinical				✔

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

* = Standard may be subject to state requirement

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4.	Good Neighbor Domain			LEVELS			
				I	II	III	IV
J.	**Core Principle: Be a Good Neighbor**						
	30.	**Be responsive to neighbor concerns**					
		a.	Policies and procedures provide neighbors with the responsible person's contact information upon request.	✔	✔	✔	✔
		b.	Policies and procedures that require the responsible person(s) to respond to neighbor's concerns.	✔	✔	✔	✔
		c.	Resident and staff orientations include how to greet and interact with neighbors and/or concerned parties.	✔	✔	✔	✔
	31.	**Have courtesy rules**					
		a.	Preemptive policies address common complaints regarding at least: • Smoking • Loitering • Lewd or offensive language • Cleanliness of the property	✔	✔	✔	✔
		b.	Parking courtesy rules are documented.	✔	✔	✔	✔

* = Standard may be subject to state requirement

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Reference Guide

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

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

Example: 1 DOMAIN 1

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

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

Example: G CORE PRINCIPLE G

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

Example: 18. STANDARD 18

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

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

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

2, F,16. c.

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

* = Standard may be subject to state requirement

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TEST YOURSELF:

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

Your answer:

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NHCORR

The Steps Toward Certification

Introduction

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

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

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

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

NHCORR is committed to certification that offers consistency and fairness in the review, assessment and verification of the NARR Standard. We use pre-set assessment tools and scrip to better ensure that all homes share the same certification experience and evaluation. All Certification Review Team members involved in your certification must attest that they have n conflict of interest with or bias toward you or your home.

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

The Steps

Step 1: Contact NHCORR via email at commissr@nhcorr.com to express interest in certification and to schedule an informal introductory visit. We will mail you the Agreement between you and NHCORR. Please be prepared to sign that document at your introductory visit.

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

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

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

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

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

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

Certification Process

NHCORR certification proof falls into four categories:

1. DOC, document(s), or documentation refer to the printed paperwork that supports your recovery residence operation. It is not necessary to have separate documents in order to prove multiple standards. Documentation of individual policies may be combined into longer documents *as long as you note directly on the document which section meets which standard.*

2. ACK, affidavit, acknowledgement, or Affidavit of Acknowledgements refer to your notarized signature on an affidavit, provided by NHCORR, in which you acknowledge that certain statements are true.

3. DEFER, deferments, or documentation of deferments refer to evidence that your recovery home or some aspect of its operation have been licensed, inspected, approved, or certified by some recognized authority or expert with legally mandated oversight of your home or some aspect of its operations. Deferments generally apply to Level IV homes licensed by the New Hampshire Department of Health and Human Services. Please note that NHCORR does not defer to CARF or other affiliations that are not mandated by law or municipal code.

4. VERIFY or Verification takes two forms. NHCORR confirms or verifies proof of a standard through discussion with you, your Leadership Team, and your residents (if you invite them to be involved). NHCORR confirms proof by visual verification. Both types of verification occur during the onsite Verification Team visit to your home.

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

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

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

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

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

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

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

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

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

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

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

Step 9: Submit your completed certification materials – checklists and documentation, deferments, acknowledgements, and verification coversheet – to NHCORR. NHCORR will email you to confirm receipt of the material and to schedule the onsite verification visit to your recovery residence.

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

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

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

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

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

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

Method and Conditions Precedent to Payment

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

   Financial Administrator
   Department of Health and Human Services
   Division of Behavioral Health
   105 Pleasant St.
   Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

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

RFP Name

Exhibit B-1

New Hampshire Department of Health and Human Services

Contractor Name: NH Coalition of Recovery Residences

Budget Request for: 03-[illegible] Recovery Housing Certification and Rental Assistance

Budget Period: SFY2020-4/1/2019-SFY 2020 Budget

Line Item	Total Program Cost			Contractor Share / Match			Funded by Dept.'s contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 142,000.00	$ -	$ 142,000.00	$ -	$ -	$ -	$ 142,000.00	$ -	$ 142,000.00
2. Employee Benefits	$ 37,738.00	$ -	$ 37,738.00	$ -	$ -	$ -	$ 37,738.00		$ 37,738.00
3. Consultants	$ 15,000.00	$ -	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00	$ -	$ 15,000.00
4. Equipment:	$ 2,200.00	$ -	$ 2,200.00	$ -	$ -	$ -	$ 2,200.00		$ 2,200.00
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
6. Travel	$ 7,451.00		$ 7,451.00	$ -	$ -	$ -	$ 7,451.00	$ -	$ 7,451.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00	$ -	$ 8,000.00
Insurance	$ 12,000.00	$ -	$ 12,000.00	$ -	$ -	$ -	$ 12,000.00	$ -	$ 12,000.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 850.00	$ -	$ 850.00	$ -	$ -	$ -	$ 850.00	$ -	$ 850.00
10. Marketing/Communications	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
11. Staff Education and Training	$ 3,300.00	$ -	$ 3,300.00	$ -	$ -	$ -	$ 3,300.00	$ -	$ 3,300.00
12. Subcontracts/Agreements	$ 100,000.00	$ -	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00	$ -	$ 100,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Overhead	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -	$ 27,000.00	$ -	$ 27,000.00
TOTAL	$ 375,000.00	$ -	$ 375,000.00	$ -	$ -	$ -	$ 375,000.00	$ -	$ 375,000.00

Indirect As A Percent of Direct: 0.0%

NH Coalition of Recovery Residences

03-[illegible]

Exhibit B-1

Page 1 of 1

Contractor Initials: KP

Date: 9/10/19

New Hampshire Department of Health and Human Services

Contractor name: NH Coalition of Recovery Residences

Budget Request for: [illegible]-RECOV Recovery Housing Certification and [illegible]

Budget Period: [illegible] FY 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 142,000.00	$ -	$ 142,000.00	$ -	$ -	$ -	$ 142,000.00	$ -	$ 142,000.00
2. Employee Benefits	$ 37,739.00	$ -	$ 37,739.00	$ -	$ -	$ -	$ 37,739.00		$ 37,739.00
3. Consultants	$ 15,000.00	$ -	$ 15,000.00	covery Residences	$ -	$ -	$ 15,000.00	$ -	$ 15,000.00
4. Equipment:	$ 3,700.00	$ -	$ 3,700.00		$ -	$ -	$ 3,700.00		$ 3,700.00
Rental	#VALUE!	$ -	#VALUE!	-00AS-07-RECOV	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
6. Travel	$ 7,851.00		$ 7,851.00	$ -	$ -	$ -	$ 7,851.00	$ -	$ 7,851.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00	$ -	$ 8,000.00
Insurance	$ 12,000.00	$ -	$ 12,000.00	$ -	$ -	$ -	$ 12,000.00	$ -	$ 12,000.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 820.00	$ -	$ 820.00	$ -	$ -	$ -	$ 820.00	$ -	$ 820.00
10. Marketing/Communications	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00
11. Staff Education and Training	$ 5,300.00	$ -	$ 5,300.00	$ -	$ -	$ -	$ 5,300.00	$ -	$ 5,300.00
12. Subcontracts/Agreements	$ 100,000.00	$ -	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00	$ -	$ 100,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
		$ -	$ -	$ -	$ -	$ -			$ -
		$ -	$ -	$ -	$ -	$ -			
Overhead	$ 27,000.00	$ -	$ 27,000.00	$ -	$ -	$ -	$ 27,000.00	$ -	$ 27,000.00
TOTAL	$ 375,600.00	$ -	$ 375,600.00	$ -	$ -	$ -	$ 375,600.00	$ -	$ 375,600.00

Indirect As A Percent of Direct 0.0%

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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

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

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

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

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

   4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

2. Renewal

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

9/10/19
Date

Name: Kathie Ragowski, co chair
Title:

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Vendor Name:

9/10/19
Date

Kristine Ragsdale
Name:
Co-Chair
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

9/10/19
Date

Name:
Title: Co-chair

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Vendor Name:

9/10/19
Date

Name:
Title: Co-Chair

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

9/10/19
Date

Name: Kristie Fagnoille
Title: C.O. Chair

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	New Hampshire Coalition of Recovery Residences (NHCORR)
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Kristin Ragsdale
Name of Authorized Representative	Name of Authorized Representative
Director	Co-Chair
Title of Authorized Representative	Title of Authorized Representative
9/18/19	9/10/19
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 Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

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

9/10/19
Date

Kristine Pagnotta
Name:
Title: Co-Chair

FORM A

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

1. The DUNS number for your entity is: 117186447

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit), will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and Incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov