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

Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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January 30, 2025

Her Excellency, Governor Kelly A. Ayotte  
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 an amendment to an existing contract with Growth Partners, LLC (VC# 319255), Lincoln, NE, to modify the scope of services with no change to the price limitation of \$599,992 and no change to the contract completion date of June 30, 2026, effective upon Governor and Council approval.

The original contract was approved by Governor and Council on June 12, 2024, item #21.

**EXPLANATION**

The purpose of this request is to modify the scope of services to remove from the scope of services the requirement that the Contractor use standards for certifying recovery residences established by the National Alliance of Recovery Residences (NARR). The Department was notified that the NARR Standards are copyrighted and not in the public domain to use. To address this, the Department must amend the existing contract to permit the Contractor to use alternative, nationally-recognized industry standards and practices for certifying recovery residences. The Contractor will continue to certify that recovery residences statewide meet standards for safe, ethical, and quality operation using social model recovery practices that focus on residents' well-being; establish a certification process that upholds industry standards and supports a safe, healthy, and effective recovery environment; conduct outreach to non-certified residences and targeted technical assistance to owners and operators who are willing to establish recovery residences; and investigate complaints regarding non-compliance with standards.

Approximately 25 recovery homes will be certified and approximately 85 existing certified recovery homes will be recertified between July 1, 2024, through June 30, 2026.

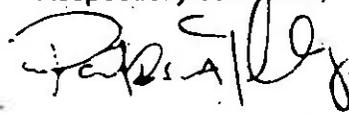
The Department will continue to monitor services through regularly scheduled meetings and review of quarterly reports and other required documents to track contract deliverables and ensure continual performance quality, assess progress, and adjust program delivery and policy based on challenges a11d barriers encountered and successful outcomes.

Should the Governor and Council not authorize this request, the contract will not accurately reflect the certification standards used by the Contractor and the Department may be subject to litigation due to copyright.

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
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Area served: Statewide

Respectfully submitted,



Lori A. Weaver  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Recovery Housing Certification Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Growth Partners, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 12, 2024 (Item #21), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

2/6/2025

\_\_\_\_\_  
Date

DocuSigned by:  
*Katja S. Fox*  
CD0D05804CA3442  
\_\_\_\_\_  
Name: Katja S. Fox  
Title: Director.

Growth Partners, LLC.

2/6/2025

\_\_\_\_\_  
Date

DocuSigned by:  
*Jeff Barr*  
852B32E82CB84D5  
\_\_\_\_\_  
Name: Jeff Barr  
Title: COO

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

OFFICE OF THE ATTORNEY GENERAL

2/6/2025

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  
Certifying Body for NH Recovery Residences  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must establish and implement a statewide certification program for recovery residences in New Hampshire that maintains nationally recognized standards (hereinafter referred to as the New Hampshire Partnership for Recovery Residences (NHPRR)). The Contractor must ensure the NHPRR:
- 1.1.1. Upholds industry best practices and supports a safe, healthy, and effective recovery environment;
  - 1.1.2. Evaluates the residence's ability to assist persons in achieving long-term recovery goals;
  - 1.1.3. Protects residents of recovery residences against unreasonable and unfair practices in setting and collecting fee payments; and
  - 1.1.4. Verifies good standing with regard to local, state, and federal laws and any regulations and ordinances including, but not limited to, building, maximum occupancy, fire safety and sanitation codes.

**1.2. Certification of Recovery Residences**

- 1.2.1. The Contractor must implement and maintain a process for recovery residences to become certified as a Social Model recovery residence (hereinafter referred to as certified recovery residence). The Contractor must ensure the certification process complies with:
- 1.2.1.1. Current industry standards for recovery residences such as Substance Abuse Mental Health Services Administration (SAMHSA) industry standards for recovery residences;
  - 1.2.1.2. All applicable state and federal laws and regulations, including, but not limited to NH RSA 172-B:2; and
  - 1.2.1.3. All applicable standards, ordinances, codes, and other requirements indicated by local authorities, including, but not limited to:
    - 1.2.1.3.1. Building, occupancy, fire, and sanitation codes.
    - 1.2.1.3.2. Health and safety standards.
    - 1.2.1.3.3. Non-discrimination.
    - 1.2.1.3.4. Fair Housing.
- 1.2.2. The Contractor must develop application and re-application templates. residences.
- 1.2.3. The Contractor must implement, and maintain a process for receiving, processing, and responding to applications from prospective recovery residence owners and/or operators. The Contractor must ensure the application process includes, but is not limited to the following steps:

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- 1.2.3.1. **Step 1 - Notification of Interest:** The Contractor must ensure recovery residence owners and/or operators can initiate the certification process for their residence through a Notification of Interest form that can be completed electronically and submitted via email or through the owner/operator portal on the NHPRR website, detailed in Section 1.5.
- 1.2.3.2. **Step 2 - Preliminary Conversation:** The Contractor must engage recovery residence owners and/or operators who complete Step 1, via telephone and/or email, to discuss the program and process. The preliminary conversation must include, but is not limited to:
  - 1.2.3.2.1. Overview of application process and requirements.
  - 1.2.3.2.2. Identification of potential challenges, concerns, and/or questions that need to be addressed before the owner and/or operator will be ready to move forward with certification.
  - 1.2.3.2.3. Information on funding opportunities and streams to help recovery residence owners and/or operators, who face financial barriers to aligning with the certification criteria overcome those obstacles.
  - 1.2.3.2.4. Overview of requisite materials to begin next steps.
  - 1.2.3.2.5. Confirmation of the intent to proceed with the certification process.
  - 1.2.3.2.6. Scheduling of the Virtual Inventory Visit, detailed below, as applicable.
- 1.2.3.3. **Step 3 - Virtual Inventory Visit:** The Contractor must meet with the recovery residence owners and/or operators who confirm their intent to proceed (applicant) to formally begin the certification process, as applicable. The Contractor must ensure the Virtual Inventory Visit includes, but is not limited to:
  - 1.2.3.3.1. Introduction of NHPRR and residence leadership.
  - 1.2.3.3.2. Explanation and review of the Social Model philosophy and industry standards for recovery residences standards.
  - 1.2.3.3.3. Determination of the appropriate certification level for the residence, using SAMHSA resources and resources developed in collaboration with the Department.
  - 1.2.3.3.4. Access to and overview of:
    - 1.2.3.3.4.1. Program policies and procedures.

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- 1.2.3.3.4.2. The Recovery Residence Certification Guidance Manual, as detailed in Section 1.2.9.
- 1.2.3.3.5. Identification of potential challenges to certification and development of mitigation plans to address and resolve challenges.
- 1.2.3.3.6. Onboarding applicants to the NHPRR owner and/or operator web-portal, which includes training to familiarize applicants with the portal so they can begin the certification process with confidence.
- 1.2.3.4. **Step 4 - Provision of Application:** The Contractor must provide the applicant with an electronic copy of the appropriate application, based on the certification level determined during the Virtual Inventory Visit.
- 1.2.3.5. **Step 5 - Application Completion:** The Contractor must:
  - 1.2.3.5.1. Review and assist the applicant with application completion and submission;
  - 1.2.3.5.2. Provide support and targeted training and technical assistance (T/TA) to the applicant, as needed, to resolve any missing information; and
  - 1.2.3.5.3. Connect applicants to certified recovery residence owners and/or operators to provide peer mentoring on the application process, as appropriate.
- 1.2.3.6. **Step 6 - Follow-up:** The Contractor must follow-up with the applicant in-person or virtually regarding the completion of the application and must provide technical assistance to the applicant, as needed, to complete the application, meet industry standards for recovery residences standards, and identify and discuss any issues or deficiencies.
- 1.2.3.7. **Step 7 - Application Review:** The Contractor must review the submitted application to ensure it is complete and complies with all requirements. If the application is incomplete or otherwise non-compliant, the Contractor must work with the applicant to create a plan to become compliant with all requirements.
- 1.2.3.8. **Step 8 - Verification Visit:** The Contractor must schedule an in-person visit to the residence to verify all standards have been met. The Contractor must ensure the Verification Visit includes, but is not limited to:
  - 1.2.3.8.1. Walkthrough and inspection of the residence.
  - 1.2.3.8.2. Interviews with house leadership.
  - 1.2.3.8.3. Interviews with house residents, as appropriate, and with their permission.

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- 1.2.3.8.4. Securing attestation from each owner and/or operator, government agency, or credentialed inspector that the house meets health and safety standards, codes, ordinances, and other requirements as indicated by local authorities.
- 1.2.3.8.5. Obtaining a signed Code of Ethics from the owner and/or operator.
- 1.2.3.9. **Step 9 - Certification Granted:** The Contractor must onboard the newly certified owner and/or operator, which includes but is not limited to providing:
  - 1.2.3.9.1. Electronic or paper copies of all finalized certification materials, which includes the certification expiration date and steps for recertification.
  - 1.2.3.9.2. An introduction to the Certified Owner/Operator Network.
  - 1.2.3.9.3. An invoice for the certification fee.
  - 1.2.3.9.4. A form to gather feedback regarding the application process from the newly certified owner and/or operator.
- 1.2.3.10. **Step 10 – Ongoing Support and Guidance:** The Contractor must follow up with owners and/or operators, as needed to ensure certification standards are met and maintained.
- 1.2.4. The Contractor must implement and maintain a process for certified recovery residence owners and/or operators to recertify residences. The Contractor must ensure the recertification process includes, but is not limited to the following steps:
  - 1.2.4.1. **Step 1 – Notice of Renewal.**
  - 1.2.4.2. **Step 2 – Recertification Application provision, completion, submission, and review.**
  - 1.2.4.3. **Step 3 – Onsite Visit.**
  - 1.2.4.4. **Step 4 – Feedback Report.**
  - 1.2.4.5. **Step 5 – Certification Granted.**
  - 1.2.4.6. **Step 6 – Ongoing Support and Guidance.**
- 1.2.5. The Contractor must ensure any changes to the application processes identified above are reviewed and approved by the Department prior to implementation.
- 1.2.6. The Contractor must ensure application processes are secure and meet all information security and privacy requirements, as set by the Department, and in accordance with the Department's Information Security Requirements.

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- 1.2.7. The Contractor must collaborate with the Department to develop a process to track application progress, certification status, and compliance of residences. The Contractor must ensure tracking includes, but is not limited to:
  - 1.2.7.1. Recovery residences identified and provided with information regarding the certification process.
  - 1.2.7.2. Certified recovery residences, including, but not limited to the following information for each certified house:
    - 1.2.7.2.1. Name, address, and contact information of the recovery residence and its owner and/or operator.
    - 1.2.7.2.2. Date of certification and/or recertification and expiration date.
    - 1.2.7.2.3. Population(s) served.
    - 1.2.7.2.4. Overall bed capacity.
    - 1.2.7.2.5. Current number of beds available.
  - 1.2.7.3. Suspension and revocation of certification, as applicable, including, but not limited to:
    - 1.2.7.3.1. Date of suspension or revocation.
    - 1.2.7.3.2. Name, address, and contact information of the recovery residence and its owner and/or operator.
    - 1.2.7.3.3. Reason(s) for suspension or revocation.
  - 1.2.7.4. Other information as requested by the Department.
- 1.2.8. The Contractor must collaborate with the Department to develop policies and procedures for the certification and recertification process. The Contractor must ensure policies and procedures are approved by the Department prior to implementation and must, at a minimum:
  - 1.2.8.1. Clearly define:
    - 1.2.8.1.1. Recruitment and retention of recovery residences;
    - 1.2.8.1.2. Application, submission, and review requirements;
    - 1.2.8.1.3. Requirements for certification, provisional certification, conditional certification, and recertification;
    - 1.2.8.1.4. Conditions and process(es) for certification suspension and revocation;
    - 1.2.8.1.5. Roles and responsibilities of the Contractor;
    - 1.2.8.1.6. Roles and responsibilities of owners and/or operators;
    - 1.2.8.1.7. Complaint procedure and process; and

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- 1.2.8.1.8. Standardized assessment tools to be used throughout the certification process; and
- 1.2.8.2. Ensure:
  - 1.2.8.2.1. Fair, equitable, and unbiased services for each recovery residence; and
  - 1.2.8.2.2. Compliance with all applicable state and federal laws and regulations, health and safety standards, ordinances, and codes as developed, revised, and updated, including, but not limited to those identified above.
- 1.2.9. The Contractor must develop a comprehensive Recovery Residence Certification Guidance Manual for recovery residence owners and/or operators seeking certification. The Contractor must ensure the manual is reviewed and approved by the Department, prior to implementation and includes, but is not limited to, the following information:
  - 1.2.9.1. Overview of the certification, recertification, suspension, and revocation processes.
  - 1.2.9.2. Overview of the requirements and criteria for certification.
  - 1.2.9.3. Steps to obtaining and maintaining certification.
  - 1.2.9.4. Roles and responsibilities of the Contractor and of owners and/or operators as they relate to the certification process.
  - 1.2.9.5. Industry standards for recovery residences standards and levels of recovery housing for Social Model recovery residences.
  - 1.2.9.6. Copy(s) of assessment tools.
  - 1.2.9.7. List of potential funding sources and grants available for recovery residences seeking certification.
  - 1.2.9.8. List of available T/TA.
- 1.2.10. The Contractor must work with certified recovery residence owners and/or operators, and the Department, as appropriate, when lapses in standards and best practices, identified in Section 1.2.1, are identified within certified recovery residences. The Contractor must:
  - 1.2.10.1. Identify and address the underlying causes to prevent future occurrences;
  - 1.2.10.2. Establish and maintain open channels of communication among staff, residents, and owners and/or operators to ensure concerns can be raised without fear of reprisal; and
  - 1.2.10.3. Conduct comprehensive monitoring strategies, as appropriate, that flag deviations from established standards. Strategies may include, but are not limited to:

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- 1.2.10.3.1. Regular Recovery Capital Assessments (RECSP), providing quantitative data on the recovery environment's effectiveness and highlighting areas that may need attention.
  - 1.2.10.3.2. Routine audits.
  - 1.2.10.3.3. Resident feedback mechanisms.
  - 1.2.10.3.4. Staff self-assessments
- 1.2.11. The Contractor must categorize and address lapses in standards and best practices, using a tiered approach that includes, but is not limited to:
- 1.2.11.1. **Tier 1: Minor Infractions:** Deviations from best practices that do not immediately impact resident safety or well-being. Minor infractions will be addressed, internally, through targeted T/TA.
  - 1.2.11.2. **Tier 2: Moderate Issues:** Potential implications for resident safety or the quality of care but are not immediate threats. Moderate issues will be addressed through internal corrective measures and will be documented and reported to the Department, within a timeframe and a format approved by the Department.
  - 1.2.11.3. **Tier 3: Serious Infractions:** Infractions that pose immediate risks to resident safety or signify a significant breach of operational standards, require immediate action. The Contractor must notify the Department within one (1) day of a Tier 3 Lapse being identified.
- 1.2.12. The Contractor must manage and rectify lapses in standards as follows:
- 1.2.12.1. **Immediate Response and Assessment:** Assessing the extent and impact of the deviation from standards and gathering all relevant information and context surrounding the lapse;
  - 1.2.12.2. **Root Cause Analysis:** Conducting a thorough investigation, including, but not limited to:
    - 1.2.12.2.1. Reviewing procedures.
    - 1.2.12.2.2. Interviewing staff and residents, as applicable.
    - 1.2.12.2.3. Analyzing any systemic issues that may have contributed to the problem;
  - 1.2.12.3. **Correction Action Plan (CAP) Development:** Developing a comprehensive CAP in collaboration with the owner and/or operator, as needed. The Contractor agrees that the CAP:
    - 1.2.12.3.1. Must:
      - 1.2.12.3.1.1. Outline specific steps to rectify the current lapse; and
      - 1.2.12.3.1.2. Include measures to prevent similar issues in the future; and

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- 1.2.12.3.2. May include, but is not limited to:
  - 1.2.12.3.2.1. Revising policies and procedures, as appropriate.
  - 1.2.12.3.2.2. Enhancing training program, as appropriate.
  - 1.2.12.3.2.3. Making changes to oversight and monitoring processes;
- 1.2.12.4. **Training and Support:** Implementing targeted training sessions and support mechanisms for staff and management involved in the lapse;
- 1.2.12.5. **Monitoring and follow-up:** Monitoring the effectiveness of and ensuring compliance with the CAP. The Contractor agrees that monitoring and follow-up may include, but is not limited to:
  - 1.2.12.5.1. Scheduled check-ins and feedback sessions.
  - 1.2.12.5.2. Additional audits.
  - 1.2.12.5.3. Use of metrics and indicators to track progress;
- 1.2.12.6. **Documentation and Communication:** Maintaining detailed records of the lapse and open communication with all applicable stakeholders. The Contractor must ensure documentation includes, but is not limited to:
  - 1.2.12.6.1. Tier of lapse, as identified above.
  - 1.2.12.6.2. Investigation findings.
  - 1.2.12.6.3. Correction action taken, as applicable.
  - 1.2.12.6.4. Results of follow-up and monitoring; and
- 1.2.12.7. **Review, Train, and Update:** Reviewing of and training on standards and practices, which may include, but are not limited to:
  - 1.2.12.7.1. Revising certification criteria.
  - 1.2.12.7.2. Enhancing quality assurance processes.
  - 1.2.12.7.3. Updating training programs to incorporate lessons learned.
- 1.2.13. The Contractor must monitor maintenance of Standards and best practices to inform ongoing improvement efforts using the following strategies:
  - 1.2.13.1. Identifying the prevalence and incidence of types of complaints, concerns, and grievances received to determine T/TA needs;
  - 1.2.13.2. Periodically evaluating the ability of recovery residences to assist residents in developing recovery capital and achieving long-term recovery goals;

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- 1.2.13.3. Encouraging residents to actively participate in feedback mechanisms to identify trends, address concerns quickly, and help owners and/or operators adapt services to meet residents' needs; and
- 1.2.13.4. Using certification renewal as an opportunity for thorough review and reflection on the previous year.
- 1.2.14. The Contractor must provide in-person and virtual informational sessions for recovery residence owners and/or operators to learn about the benefits of, and process for, becoming a certified recovery residence. The Contractor must ensure sessions include the following information:
  - 1.2.14.1. Benefits of becoming certified;
  - 1.2.14.2. Program description and high-level overview of the certification process;
  - 1.2.14.3. Information on industry standards for Recovery Residences and the Social Model for Recovery;
  - 1.2.14.4. Definitions and descriptions of:
    - 1.2.14.4.1. Safe and effective recovery houses; and
    - 1.2.14.4.2. The Social Model for Recovery;
  - 1.2.14.5. Certification process support available to owners and/or operators; and
  - 1.2.14.6. Details of the Contractor's organization, including, but not limited to:
    - 1.2.14.6.1. Mission.
    - 1.2.14.6.2. Vision.
    - 1.2.14.6.3. Advisory Board and staff members.
    - 1.2.14.6.4. Contact information.
- 1.2.15. The Contractor must provide in-person and remote technical assistance that supports owners and/or operators in meeting and maintaining certification standards. The Contractor must ensure technical assistance includes, but is not limited to:
  - 1.2.15.1. Providing consultation for the development of recovery residence policies and procedures.
  - 1.2.15.2. Best practices in the operation of recovery residences.
  - 1.2.15.3. Addressing specific needs for service populations.
  - 1.2.15.4. Additional support as identified throughout the certification, re-certification, suspension, and revocation processes.
- 1.2.16. The Contractor must provide in-person and remote training opportunities to owners and/or operators. The Contractor must ensure topics include, but

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are not limited to:

- 1.2.16.1. Understanding and complying with local, state and federal laws and regulations including, but not limited to:
  - 1.2.16.1.1. Building, occupancy, fire, and sanitation codes.
  - 1.2.16.1.2. Health and safety standards.
  - 1.2.16.1.3. Non-discrimination.
  - 1.2.16.1.4. Fair Housing.
- 1.2.16.2. Cultural effectiveness.
- 1.2.16.3. Understanding and supporting multiple recovery pathways.
- 1.2.16.4. Working with, and providing accommodations for, unique populations and residents with disabilities or other special needs.
- 1.2.16.5. Toxicology and drug testing.
- 1.2.16.6. Medication for Addiction Treatment/Medication Assisted Recovery (MAT/MAR) and safe medication management.
- 1.2.16.7. Naloxone administration.
- 1.2.16.8. Good neighbor practices.
- 1.2.17. The Contractor must provide owners and/or operators support and assistance to establish relationships with substance use disorder (SUD) service access points to ensure the availability of community-based supports and services to house residents, including, but not limited to:
  - 1.2.17.1. NH Doorways.
  - 1.2.17.2. Recovery Community Organizations and Centers.
  - 1.2.17.3. Regional Public Health Networks.
- 1.2.18. The Contractor must conduct a recovery residence gaps analysis to identify underserved areas and populations in New Hampshire using surveys, professional networks, publicly available data, community needs assessments, and Geographic Information System (GIS) data.
- 1.2.19. The Contractor must collaborate with the Department and identified stakeholders to review findings of the gaps analysis and utilize information to develop:
  - 1.2.19.1. Targeted interventions that address gaps.
  - 1.2.19.2. Effective strategies to engage non-certified and potential recovery residences.
- 1.2.20. The Contractor must engage and collaborate with community partners, using community-based participatory research approaches, to identify and refer new and existing recovery residences that are not currently certified, as well as prospective recovery residence owner/operators who may or may not be considering certification. The Contractor must work with Community

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partners which may include, but are not limited to:

- 1.2.20.1. Recovery Community Organizations.
  - 1.2.20.2. Recovery Friendly Workplaces.
  - 1.2.20.3. Substance Use Disorder Treatment Providers.
  - 1.2.20.4. Regional Public Health Networks.
  - 1.2.20.5. NH Doorways.
  - 1.2.20.6. Peer Support Advocacy Groups.
  - 1.2.20.7. State and Local Government Agencies.
  - 1.2.20.8. Hospitals.
  - 1.2.20.9. Primary Care Providers.
  - 1.2.20.10. Social Work Organizations.
- 1.2.21. The Contractor must work to retain certified recovery residences using structured feedback mechanisms for certified recovery residence owners and/or operators to share experiences and suggestions. The Contractor must ensure retention efforts:
- 1.2.21.1. Allow for both anonymous and attributed feedback;
  - 1.2.21.2. Foster continuous quality improvement;
  - 1.2.21.3. Value each residence's contribution to the broader recovery community;
  - 1.2.21.4. Identify and address challenges or needs experienced by owners and/or operators; and
  - 1.2.21.5. Include, but not be limited to the following activities:
    - 1.2.21.5.1. Surveys.
    - 1.2.21.5.2. Focus Groups.
    - 1.2.21.5.3. Facilitated Peer Networking.
- 1.2.22. The Contractor must develop a public engagement campaign, in collaboration with the Department, that positively challenges perceived assumptions and influences approaches involving recovery residences, certification, and the Social Model. Campaign activities may include, but are not limited to:
- 1.2.22.1. Speaking engagements.
  - 1.2.22.2. Presentations.
  - 1.2.22.3. Print, digital, and social marketing communications.
- 1.2.23. The Contractor must maintain an accurate and up-to-date listing of available beds by certification level. The Contractor must ensure information is available on the NHPRR website and easily accessible to individuals in need

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of recovery housing.

- 1.2.24. The Contractor must maintain current knowledge of industry standards for recovery residences.
- 1.2.25. The Contractor must ensure the certification, re-certification, suspension, and revocation processes are consistently applied and followed.
- 1.2.26. The Contractor must compile resources related to certification, best-practices, and other applicable items for owners, operators, and residents of certified recovery residences.
- 1.2.27. The Contractor must ensure all materials created through this Agreement are reviewed and approved by the Department prior to dissemination.

**1.3. Addressing Concerns and Complaints:**

- 1.3.1. The Contractor must implement a process to receive, investigate and address concerns and complaints from owners, operators, and residents of certified recovery residences.
- 1.3.2. The Contractor must ensure residents, staff, and other individuals have multiple ways to communicate complaints to NHPRR, including:
  - 1.3.2.1. Electronic submission via the Contractor's secure website;
  - 1.3.2.2. Dedicated phone number;
  - 1.3.2.3. Paper form;
  - 1.3.2.4. Email; and
  - 1.3.2.5. Personal contact with designated NHPRR staff.
- 1.3.3. The Contractor must designate a primary and backup staff person to receive and review each complaint as it is received. The Contractor must ensure the review process includes, but is not limited to determining:
  - 1.3.3.1. Who the complaint came from, which may include, but is not limited to:
    - 1.3.3.1.1. Residents.
    - 1.3.3.1.2. Owner and/or operators.
    - 1.3.3.1.3. Staff.
    - 1.3.3.1.4. Neighbors.
  - 1.3.3.2. Nature and urgency of the complaint.
  - 1.3.3.3. Individuals and/or residence(s) involved in the complaint.
- 1.3.4. The Contractor must open a case file, upon receipt of a complaint, to document and track activities throughout the investigation and resolution process.
- 1.3.5. The Contractor must determine the severity of the complaint, assign a priority level, and notify appropriate entities within timelines approved by the

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Department, as follows:

- 1.3.5.1. **Urgent:** Complaints that indicate an immediate danger to health or safety. The Contractor must escalate complaints categorized as urgent by immediately contacting:
  - 1.3.5.1.1. The Department;
  - 1.3.5.1.2. The complainant; and
  - 1.3.5.1.3. Appropriate authority(ies), which may include, but are not limited to:
    - 1.3.5.1.3.1. Law enforcement agencies.
    - 1.3.5.1.3.2. Local authorities.
    - 1.3.5.1.3.3. The New Hampshire Department of Justice;
- 1.3.5.2. **High Priority:** Complaints that involve important issues but do not pose immediate threats to health or safety. The Contractor must:
  - 1.3.5.2.1. Ensure High Priority complaints include, but are not limited to:
    - 1.3.5.2.1.1. Potential for future health or safety issues.
    - 1.3.5.2.1.2. Unsound management or financial practices.
    - 1.3.5.2.1.3. Violations of ethical issues, rules, and/or regulations;
  - 1.3.5.2.2. Follow up with complainants within one (1) business day to acknowledge receipt of the complaint;
  - 1.3.5.2.3. Collect and document additional information, as needed, to determine the nature and type of complaint; and
  - 1.3.5.2.4. Document the complaint and notify the Department within one (1) business day of contact with complainant and documenting additional information, as applicable; and
- 1.3.5.3. **Moderate Priority:** Complaints that involve disagreements, disputes, or dissatisfactions, but no apparent violations of state or NHPRR certification standards or ethics. The Contractor must:
  - 1.3.5.3.1. Follow up with complainants within two (2) business days to acknowledge receipt of the complaint;
  - 1.3.5.3.2. Collect any additional information needed to determine the nature and type of complaint; and

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- 1.3.5.3.3. Document the complaint and notify the Department within two (2) business days of contact with complainant and documenting additional information, as applicable.
- 1.3.6. The Contractor must provide written notification to the Department, in a format approved by the Department, of all complaints that meet the following conditions:
  - 1.3.6.1. Complaints based on the complainant's first-hand knowledge regarding the allegation(s);
  - 1.3.6.2. Complaints concerning the health of residents and safety of the recovery residence;
  - 1.3.6.3. Complaints concerning the management of the recovery residence, including but not limited to:
    - 1.3.6.3.1. Environment of the residence.
    - 1.3.6.3.2. Financial procedures.
    - 1.3.6.3.3. Staffing.
    - 1.3.6.3.4. Rules and regulations of the residence.
    - 1.3.6.3.5. Recovery support environment.
    - 1.3.6.3.6. Any other concerns affecting the complainant;
  - 1.3.6.4. Complaints concerning illegal activities or threats; and
  - 1.3.6.5. Other complaints, as identified by the Department.
- 1.3.7. For complaints that require investigation, the Contractor must:
  - 1.3.7.1. Provide the complainant with a single point of contact throughout the investigation process;
  - 1.3.7.2. Interview complainant and other parties, as appropriate;
  - 1.3.7.3. Collect additional information, as applicable;
  - 1.3.7.4. Review residence rules and policies, local ordinances, and other information as applicable;
  - 1.3.7.5. Collaborate with the Department and identified external agencies, as appropriate;
  - 1.3.7.6. Seek input from Subject Matter Experts, as appropriate;
  - 1.3.7.7. Thoroughly document all aspects of the investigation; and
  - 1.3.7.8. Protect the confidentiality of the complainant.
- 1.3.8. The Contractor must provide weekly written status updates of all investigations to the Department, throughout the investigation process, including, but not limited to:

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- 1.3.8.1. Investigation finding(s), including facts and evidence to support conclusions.
- 1.3.8.2. Referral(s) made to appropriate authorities, if applicable.
- 1.3.8.3. Action(s) taken to resolve or mitigate the issue, including any corrective action plan developed, if applicable.
- 1.3.8.4. Resolution status, if applicable.
- 1.3.8.5. Date of resolution, if applicable.
- 1.3.9. The Contractor must notify the Department, in writing, within one (1) day of any residence(s) whose certification is revoked. The Contractor must ensure notification includes, but is not limited to:
  - 1.3.9.1. Owner and/or operator name.
  - 1.3.9.2. Name and address of the recovery residence.
- 1.3.10. The Contractor must ensure all information regarding concerns and complaints are transmitted to the Department and to the applicable recovery residence owner/operators in a secure format that meets all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements.
- 1.3.11. The Contractor must collaborate with the Department to develop complaint policies and procedures. The Contractor must ensure policies, include, but are not limited to:
  - 1.3.11.1. How concerns and complaints are received, filed, investigated, and resolved.
  - 1.3.11.2. Fair, equitable and unbiased review, investigation and resolution of all identified concerns, complaints, and grievances.
  - 1.3.11.3. Ensuring confidentiality of the individual(s) filing a complaint or grievance and protection of the filer from retribution, intimidation, and/or negative consequences.
  - 1.3.11.4. Ensuring members of the Advisory Board are not involved in addressing concerns and complaints.
- 1.3.12. The Contractor must distribute the concerns and complaints policy and procedures to all certified recovery residence owners and/or operators and ensure:
  - 1.3.12.1. The policy and procedures are posted in an area easily accessible by staff and residents; and
  - 1.3.12.2. Are reviewed with staff and residents as part of the onboarding or intake process, and as needed to ensure awareness and understanding.
- 1.3.13. The Contractor must ensure all certified recovery residence owners and/or operators have internal grievance procedures, that:

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- 1.3.13.1. Include the process for filing complaints, concerns, and grievances with the residence and NHPRR;
  - 1.3.13.2. Are reviewed with all staff and residents;
  - 1.3.13.3. Are posted in a visible and easily accessible area of the residence; and
  - 1.3.13.4. Are posted on the residence website.
  - 1.3.14. The Contractor must encourage certified recovery residences to practice being good neighbors by prominently posting easy-to-use means for community members and neighbors to communicate concerns and request responses on their websites.
  - 1.3.15. The Contractor must analyze trends and patterns in complaint data to proactively reduce or prevent some types of complaints.
  - 1.3.16. The Contractor must develop responsive, data-driven T/TA and related information and supports for recovery residence owner and/or operators and residents.
  - 1.3.17. The Contractor must maintain ethical standards and ensure impartial, transparent, and accountable processes for addressing concerns and complaints within recovery residences.
  - 1.3.18. The Contractor must ensure all staff involved in the complaint resolution process receive comprehensive training on the following topics:
    - 1.3.18.1. Ethical conduct;
    - 1.3.18.2. Best practices for mediation; and
    - 1.3.18.3. Adherence to regulatory guidelines and certification standards.
  - 1.3.19. The Contractor must ensure Advisory Board members; described in Section 1.4., are not involved in addressing concerns or complaints.
- 1.4. **Advisory Board**
- 1.4.1. The Contractor must develop and maintain an Advisory Board to support the goals and objectives of this Agreement. The Contractor must ensure the Advisory Board, at a minimum, provides guidance and consultation to ensure:
    - 1.4.1.1. Services are provided ethically, equitably, impartially, and without bias;
    - 1.4.1.2. Decisions are made in the best interest of the NHPRR and individuals served through the Program; and
    - 1.4.1.3. Compliance with all applicable state and federal laws and regulations, health and safety standards, and codes.
  - 1.4.2. The Contractor must ensure the Advisory Board has a diverse membership that considers cultural, demographic, and geographic makeup, including, but not limited to:

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- 1.4.2.1. Individuals with lived experience as a recovery residence resident.
- 1.4.2.2. Family members of individuals in recovery.
- 1.4.2.3. Community members.
- 1.4.2.4. Recovery Community Organizations.
- 1.4.2.5. Behavioral healthcare providers.
- 1.4.2.6. Individuals from the Government and business sector.
- 1.4.3. The Contractor must ensure Advisory Board members, described above, are not involved with the provision of services for this Agreement, including, but not limited to:
  - 1.4.3.1. Certification of recovery residences.
  - 1.4.3.2. Concerns, complaint, and grievance processes involving recovery residences.
- 1.4.4. The Contractor must ensure conflicts of interest are recognized and disclosed, ensuring Advisory Board members, with a conflicting interest, avoid influencing the operation of the organization by any direct or indirect means.
- 1.4.5. The Contractor must collaborate with the Department to establish a conflict-of-interest policy for the Advisory Board, staff members, and other key personnel to adhere to. The Contractor must ensure the conflict-of-interest policy includes, but is not limited to:
  - 1.4.5.1. A statement about an individual's duty to disclose any conflicts or possible conflicts of interest.
  - 1.4.5.2. The process for identifying, disclosing, and managing conflicts of interest, including a recusal process when a conflict is found.
  - 1.4.5.3. A disclosure statement that is signed by all Advisory Board members and staff members, including the Program Director and other key personnel, annually.
- 1.5. Website and Social Media
  - 1.5.1. The Contractor must host and maintain a public-facing website that includes, but is not limited to the following information:
    - 1.5.1.1. Details of the Contractor, including, but not limited to:
      - 1.5.1.1.1. Mission.
      - 1.5.1.1.2. Vision.
      - 1.5.1.1.3. Advisory Board and staff members.
      - 1.5.1.1.4. Contact information.
    - 1.5.1.2. Certification, recertification and application policies and processes.

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- 1.5.1.3. Grievance procedure and process.
- 1.5.1.4. Industry standards for recovery residence standards and levels of recovery housing.
- 1.5.1.5. Resources related to certification, best-practices, and other applicable items for recovery residence owners and/or operators and house residents.
- 1.5.1.6. Information on each certified recovery residence, including, but not limited to:
  - 1.5.1.6.1. Location.
  - 1.5.1.6.2. Contact information.
  - 1.5.1.6.3. Population served.
  - 1.5.1.6.4. Overall bed capacity.
- 1.5.2. The Contractor must provide the Department with an initial website plan within 10 days of the Effective Date of this Agreement. The Contractor must:
  - 1.5.2.1. Ensure the plan includes, but is not limited to layout, landing pages, and related content.
  - 1.5.2.2. Collaborate with the Department to review, refine, and finalize the plan.
  - 1.5.2.3. Ensure the website adheres to the NH DoIT and Security requirements, prior to launch.
- 1.5.3. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
- 1.5.4. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
- 1.5.5. State of New Hampshire's Website Copyright
  - 1.5.5.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer

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instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

- 1.6. The Contractor must collaborate with the Department to practice continual quality improvement throughout all NHPRR processes. The Contractor must ensure that quality improvement efforts include, but are not limited to:
  - 1.6.1. Conducting regular reviews of all procedures and outcomes.
  - 1.6.2. Identifying areas for enhancement.
  - 1.6.3. Implementing correction actions as needed.
- 1.7. The Contractor must participate in meetings with the Department, monthly, or as otherwise requested by the Department to review contract performance, enhance contract management, improve results, and adjust program delivery and policy based on challenges and barriers encountered and successful outcomes.
- 1.8. The Contractor may be required to participate in on-site reviews conducted by the Department on a semi-annual basis, or as otherwise requested by the Department.
- 1.9. The Contractor must ensure all written materials, developed through this Agreement, are reviewed and approved by the Department prior to dissemination.
- 1.10. Workplan
  - 1.10.1. The Contractor must adhere to the following Certification Program Framework Workplan and, in collaboration with the Department, provide an updated and modified Work Plan if required, within 30 days from the Effective Date of this Agreement.

<b>Initial Setup and Foundation Building (Months 1-4)</b>
<ul style="list-style-type: none"><li>• <b>Establish Certification Program Framework (Months 1-2).</b> Collaborate with the Department to define and establish program standards, policies, and procedures.<ul style="list-style-type: none"><li>○ <b>Create Recovery Residence Certification Guidance Manual for Department approval (Months 2-4).</b> Compile a comprehensive guide to recovery residence certification, including certification criteria, the application process, and support resources. This will require content development, and local authorities, and publication tools.</li><li>○ <b>Develop and Implement Application and Review Process (Months 1-3).</b> Establish a thorough review process and designate staff for application evaluation. This will require IT development for the application portal, training for review team members, and process management tools.</li><li>○ <b>Implement a Tracking System for Certification Status (Development during months 2-3, Implementation during month 4 and onward).</b> Develop a database to track the certification status, application progress, and compliance of residences. This will require database software, IT support, and training for staff on system usage.</li></ul></li><li>• <b>Website Development (Months 1-4).</b></li></ul>

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- **Front-end (Month 1).** Design and develop the public-facing website, focusing on user experience, accessibility, and compliance with the Department's standards. This phase includes creating the site architecture, designing the user interface, and developing content for the certification program, including policies, processes, and guidance.
- **Web Portal (Month 1).** Develop web portal for applications, integrating it seamlessly with the website. This involves setting up secure login mechanisms, application forms, and database connectivity for application tracking and management.
- **Ensure Compliance with Privacy and Security Standards.** Contractor will implement security measures for the application portal and data storage, in line with the Department's Information Security Protocol Requirements. This will require cybersecurity tools, IT security specialists, and compliance auditors.
- **Set Up T/TA (Month 3, ongoing).** Develop training modules on industry standards for recovery residences, local regulations, and the application process. Implement scheduling and delivery mechanisms for T/TA.
- **Review and Approve Policies and Procedures with the Department (Months 1–4, ongoing).** Conduct meetings with the Department to review, adjust, and approve all developed policies and procedures, including reporting tools and processes for quarterly and ad hoc reports.
- **Engagement with Owner/Operators During Transition (Months 2–4, ongoing).** Engage with existing certified owner/operators to affirm the continued importance of their insights and feedback on what is going well and what are areas for improvement.
- **Advisory Board.** Initial meeting with Advisory Board members during the first 30 days. Develop a conflict-of-interest policy and channels for members to disclose any conflicts of interest within the first 60 days.
- **Retain Existing Certified Residences.** Implementing a comprehensive support system that offers continual education, quality improvement programs, and proactive recertification support, ensuring that the certification is seen not just as a compliance achievement but as a commitment to ongoing excellence.

**Operational Deployment and Community Engagement (Months 5-8)**

- **Certification Process Monitoring and Support.** Conduct a comprehensive review of the existing application process and make adaptations, as appropriate. Review activities could include surveying certified owner/operators on their experience with the application process, reviewing existing and inherited materials, and experience building relationships with certified residences over time.
- **Retain Existing Certified Residences (Month 1, ongoing).** Conduct surveys with owners and leadership, allowing for the identification of potential areas for improvement and ensuring that the program remains responsive and relevant to the needs of certified residences. Facilitate a feedback loop where operators can share experiences and suggestions to foster a collaborative environment, empowering them to contribute actively to the broader recovery community.

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<ul style="list-style-type: none"><li>• <b>Identification of Noncertified Residences (Months 3-6).</b> Collaborate with recovery partners to identify noncertified residences and seek their input. This involves conducting surveys and focus groups to pinpoint specific obstacles.</li><li>• <b>Identification of geographic and population service gaps.</b> Collaborate with recovery partners to perform data collection to assess community needs, availability, and accessibility.</li></ul>
<p style="text-align: center;"><b>Evaluation, Expansion, and Enhancement (Months 9-12, ongoing).</b></p>
<ul style="list-style-type: none"><li>• <b>Conduct annual review (Month 12).</b> Review Contractor processes using data and feedback collected over the past year. Review any enhancements that have been implemented.</li><li>• <b>Engage non-certified residences.</b> Strategies include simplifying the path to certification through supportive measures, streamlined processes, and providing access to resources. Engaging stakeholders, including treatment providers, local governments, and community organizations, to promote the value of certification will play a crucial role in this strategy.</li><li>• <b>Address geographic and population service gaps.</b> Evaluate needs, availability, and accessibility data with Advisory Board members to identify population and service gaps and develop tailored mitigation strategies. Strategies may include advocacy, directing funding, and providing T/TA.</li><li>• <b>Application.</b> Streamline and/or enhance the application process through the development and refining of clear, concise guidance materials for applicants. Training certification specialists on the new application process, focusing on providing educational support to applicants.</li></ul>

1.11. Staffing

1.11.1. The Contractor must recruit and maintain sufficient staff necessary to perform and carry out all of the functions, requirements, roles and duties identified this Agreement. The Contractor must ensure staff includes, but is not limited to, the following positions located in New Hampshire:

1.11.1.1. One (1), FTE Program Director; and

1.11.1.2. One (1), 0.5 FTE Program Assistant.

1.11.2. The Contractor must notify the Department in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Vendor. Key personnel are those staff members for whom at least 10% of their work time is spent on this scope of services.

1.11.3. The Contractor must notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor must ensure notification includes a copy of the newly hired staff

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member's resume, which clearly indicates the staff member is employed by the Contractor.

- 1.11.4. The Contractor must notify the Department in writing within 10 business days, when there is not sufficient staffing to perform all required services for more than one (1) month.

**1.12. Reporting**

**1.12.1. Certification Program Reporting:**

1.12.1.1. The Contractor must submit quarterly reports to the Department, which include, but are not limited to:

1.12.1.1.1. Number of recovery houses provided with informational sessions.

1.12.1.1.2. Number of recovery houses that have applied for certification and the status of each application.

1.12.1.1.3. Number of recovery houses certified.

1.12.1.1.4. Number, name, and address(s) of recovery house(s) with certifications that have expired, lapsed, or been revoked.

1.12.1.1.5. Number of trainings delivered, including, but not limited to:

1.12.1.1.5.1. Training date and title.

1.12.1.1.5.2. Number of individuals attending.

1.12.1.1.5.3. Names of Recovery house(s) in attendance.

1.12.1.1.6. Number of technical assistance (TA) sessions provided to certified recovery houses, including, but not limited to:

1.12.1.1.6.1. Session date(s) and topic(s).

1.12.1.1.6.2. Recovery house(s) receiving TA.

**1.12.2. Concerns and Complaints Services Reporting:**

1.12.2.1. The Contractor must submit quarterly reports to the Department, which include, but are not limited to:

1.12.2.1.1. A description of each reported concern, complaint, or grievance against a certified recovery house that includes, but is not limited to:

1.12.2.1.1.1. Date received.

1.12.2.1.1.2. Recovery house involved.

1.12.2.1.1.3. Nature of the concern, complaint, or grievance.

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1.12.2.1.1.4. Whether or not an investigation was conducted.

1.12.2.1.1.5. Action taken and result of investigation; as applicable.

1.12.2.1.1.6. Description of resolution.

1.12.2.2. The Contractor must provide key data in a format and at a frequency specified by the Department.

1.12.2.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

**1.13. Background Checks**

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and

1.13.1.2. For staff providing direct services in New Hampshire, a name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

**1.14. Confidential Data**

1.14.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.14.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

**1.15. Privacy Impact Assessment**

1.15.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

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- 1.15.1.1. How PII is gathered and stored;
  - 1.15.1.2. Who will have access to PII;
  - 1.15.1.3. How PII will be used in the system;
  - 1.15.1.4. How individual consent will be achieved and revoked; and
  - 1.15.1.5. Privacy practices.
- 1.15.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.16. Contract End-of-Life Transition Services
- 1.16.1. General Requirements
- 1.16.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor (for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of-the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
  - 1.16.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
  - 1.16.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
  - 1.16.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the

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Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.16.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.16.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

**1.16.2. Completion of Transition Services**

1.16.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.16.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

**1.16.3. Disagreement over Transition Services Results**

1.16.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

**2. Exhibits Incorporated**

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with

**New Hampshire Department of Health and Human Services  
Certifying Body for NH Recovery Residences**

**EXHIBIT B**

the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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

**New Hampshire Department of Health and Human Services  
Certifying Body for NH Recovery Residences**

**EXHIBIT B**

sources as were available or required, e.g., the United States Department of Health and Human Services.”

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.3.3.1. Brochures.
  - 3.3.3.2. Resource directories.
  - 3.3.3.3. Protocols or guidelines.
  - 3.3.3.4. Posters.
  - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical 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.
  - 4.1.2. All records must 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.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

# 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 GROWTH PARTNERS, LLC is a Nebraska Limited Liability Company registered to transact business in New Hampshire on July 02, 2020. 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: 845612

Certificate Number: 0006689596



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Laurie Barger Sutter, hereby certify that:

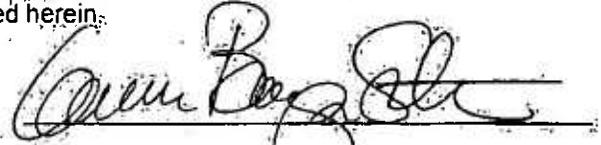
1. I am the Chief Executive Officer of Growth Partners, LLC; and

2. The following is a true copy of a vote taken at a meeting of the Directors duly called and held on April 3, 2024, at which a quorum of the Directors were present and voting.

**VOTED:** That Jeff Barr, Chief Operating Officer is duly authorized on behalf of Growth Partners, LLC to enter into contracts or agreements with the State 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 was **valid thirty (30) days prior to and 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: January 28, 2025



Signature of Elected Officer  
Name: Laurie Barger Sutter  
Title: Chief Executive Officer



ARC

21



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

Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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 15, 2024

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 contract with Growth Partners, LLC (VC# 319255), Lincoln, NE, in the amount of \$599,992 for a statewide certification program that maintains nationally recognized standards for recovery residences, with the option to renew for up to five (5) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2026. 100% Other Funds (Governor Commission).

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, 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, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Opr.Svc	92058505	\$299,998
2026	102-500731	Contracts for Opr.Svc	92058505	\$299,994
			Total	\$599,992

**EXPLANATION**

The purpose of this request is to implement and maintain a statewide system of recovery supportive housing that meets the needs of people in early recovery from substance use disorders, and coordinates with other social and community service agencies to address the social determinants of health. Pursuant to NH RSA 172-B:2, Provision of Services: Acceptance Into Treatment, the Department is required to designate an entity to serve as the certifying body for a voluntary certification program for recovery residences.

Approximately 25 recovery homes will be certified and approximately 85 existing certified recovery homes will be recertified between July 1, 2024 through June 30, 2026.

The Contractor will certify that recovery residences statewide meet the National Alliance for Recovery Residences Standards for safe, ethical, quality operation which focuses on

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

residents' well-being using social model recovery practices. The Contractor will establish and maintain a certification process that upholds industry best practices; supports a safe, healthy, and effective recovery environment; evaluates residence's ability to assist individuals in achieving long-term recovery goals; protects residents against unreasonable and unfair practices; and verifies good standing with local, state, and federal laws, regulations, and ordinances. Services will include providing outreach to non-certified residences, targeted technical assistance to owners and operators who are willing to establish recovery residences, and ongoing support for owners and operators throughout the certification and re-certification processes. In addition, the Contractor will maintain a process to receive and investigate complaints regarding non-compliance with Standards.

Recovery housing is an essential need for many people in early recovery from substance use disorders. Research has demonstrated that recovery housing is associated with a variety of positive outcomes for residents, including decreased substance use, reduced likelihood of return to use, lower rates of incarceration, higher income, increased employment, and improved family relationships (Substance Abuse and Mental Health Services Administration. Best Practices for Recovery Housing. Publication No. PEP23-10-00-002. Rockville, MD: Office of Recovery, Substance Abuse and Mental Health Services Administration, 2023). This Agreement provides accountability and accessibility to meet this need and expands on available certified recovery residences in underserved geographical areas, and for underserved populations in New Hampshire.

The Department will monitor services through regularly scheduled meetings and review of quarterly reports and other required documents to track contract deliverables and ensure continual performance quality, assess progress, and adjust program delivery and policy based on challenges and barriers encountered and successful outcomes.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from February 6, 2024 through March 15, 2024. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

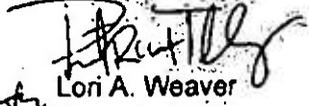
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, New Hampshire may not have a documented certification process that ensures individuals in need of recovery housing are provided with a safe environment that meets national standards, supports residents' recovery and connects them to community resources.

Area served: Statewide.

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. Weaver  
Commissioner

**New Hampshire Department of Health and Human Services  
Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

**Project ID #** RFP-2025-DBH-01-CERT1  
**Project Title** Certifying Body for NH Recovery Residences

	Maximum Points Available	Growth Partners	Magnolia Recovery Residences Coalition	New Hampshire Coalition of Recovery Residences (NHCORR)
<b>Technical</b>				
Q1 Experience	125	110	70	115
Q2 Certification Services Approach	175	145	100	130
Q3 Complaint Services Approach	175	135	125	135
Q4 Website	75	60	25	50
Q5 Advisory Board	125	120	100	50
Q6 Capacity	75	50	25	45
<b>Subtotal - Technical</b>	<b>750</b>	<b>620</b>	<b>445</b>	<b>525</b>
<b>If a Vendor fail to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will</b>				
<b>Cost</b>				
Vendor Budget Narrative Evaluation	50	25	N/A	33
Vendor Cost	200	200	N/A	200
<b>Subtotal - Cost</b>	<b>250</b>	<b>225</b>	<b>N/A</b>	<b>233</b>
<b>TOTAL POINTS</b>	<b>1000</b>	<b>845</b>	<b>445</b>	<b>758</b>
<b>TOTAL PROPOSED VENDOR COST</b>		<b>\$599,992</b>	<b>N/A</b>	<b>\$600,000</b>

Reviewer Name
1 Debra Dattor
2 Kelly Keefe
3 Kristy MacDonald
4 Jennifer Olson
5 CJ Jewkes
6 Michael Walsh

Title
Community Development Administrator
Licensing Unit Chief
Program Specialist III
Information Technology Manager
DoIT IT Lead, Supporting DHHS
Finance Administrator

Subject: Certifying Body for NH Recovery Residences (RFP-2025-DBH-01-CERTI-01)

**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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Growth Partners, LLC		1.4 Contractor Address 1900 B Street, Lincoln, NE, 68502	
1.5 Contractor Phone Number (402) 730-4864	1.6 Account Unit and Class TBD	1.7 Completion Date 6/30/26	1.8 Price Limitation \$599,992
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Jeff Barr</i> Date: 5/15/2024	1.12 Name and Title of Contractor Signatory Jeff Barr COO		
1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 5/15/2024	1.14 Name and Title of State Agency Signatory Katja S. Fox Director		
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robyn Quinno</i> On: 5/15/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *JB*  
Date 5/15/2024

**2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 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 for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**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.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.

Contractor Initials DS  
JB  
Date 5/15/2024

**New Hampshire Department of Health and Human Services  
Certifying Body for NH Recovery Residences  
EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2024 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:
  - 3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:
  - 12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

1.1. The Contractor must establish and implement a statewide certification program for recovery residences in New Hampshire that maintains nationally recognized standards (hereinafter referred to as the New Hampshire Partnership for Recovery Residences (NHPRR)). The Contractor must ensure the NHPRR:

- 1.1.1. Upholds industry best practices and supports a safe, healthy, and effective recovery environment;
- 1.1.2. Evaluates the residence's ability to assist persons in achieving long-term recovery goals;
- 1.1.3. Protects residents of recovery residences against unreasonable and unfair practices in setting and collecting fee payments; and
- 1.1.4. Verifies good standing with regard to local, state, and federal laws and any regulations and ordinances including, but not limited to, building, maximum occupancy, fire safety and sanitation codes.

**1.2. Certification of Recovery Residences**

1.2.1. The Contractor must implement and maintain a process for recovery residences to become certified as a Social Model recovery residence (hereinafter referred to as certified recovery residence). The Contractor must ensure the certification process complies with:

- 1.2.1.1. National Alliance for Recovery Residences (NARR) Standards (hereinafter "Standards"), including any amendments to current Standards;
- 1.2.1.2. All applicable state and federal laws and regulations, including, but not limited to NH RSA 172-B:2; and
- 1.2.1.3. All applicable standards, ordinances, codes, and other requirements indicated by local authorities, including, but not limited to:
  - 1.2.1.3.1. Building, occupancy, fire, and sanitation codes.
  - 1.2.1.3.2. Health and safety standards.
  - 1.2.1.3.3. Non-discrimination.
  - 1.2.1.3.4. Fair Housing.

1.2.2. The Contractor must develop application and re-application templates, tailored to each of the NARR Recovery Residence Levels of Support (certification levels).

1.2.3. The Contractor must implement, and maintain a process for receiving, processing, and responding to applications from prospective recovery residence owners and/or operators. The Contractor must ensure the application process includes, but is not limited to the following steps:

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**1.2.3.1. Step 1 - Notification of Interest:** The Contractor must ensure recovery residence owners and/or operators can initiate the certification process for their residence through a Notification of Interest form that can be completed electronically and submitted via email or through the owner/operator portal on the NHPRR website, detailed in Section 1.5.

**1.2.3.2. Step 2 - Preliminary Conversation:** The Contractor must engage recovery residence owners and/or operators who complete Step 1, via telephone and/or email, to discuss the program and process. The preliminary conversation must include, but is not limited to:

1.2.3.2.1. Overview of application process and requirements.

1.2.3.2.2. Identification of potential challenges, concerns, and/or questions that need to be addressed before the owner and/or operator will be ready to move forward with certification.

1.2.3.2.3. Information on funding opportunities and streams to help recovery residence owners and/or operators, who face financial barriers to aligning with the certification criteria overcome those obstacles.

1.2.3.2.4. Overview of requisite materials to begin next steps.

1.2.3.2.5. Confirmation of the intent to proceed with the certification process.

1.2.3.2.6. Scheduling of the Virtual Inventory Visit, detailed below, as applicable.

**1.2.3.3. Step 3 - Virtual Inventory Visit:** The Contractor must meet with the recovery residence owners and/or operators who confirm their intent to proceed (applicant) to formally begin the certification process, as applicable. The Contractor must ensure the Virtual Inventory Visit includes, but is not limited to:

1.2.3.3.1. Introduction of NHPRR and residence leadership.

1.2.3.3.2. Explanation and review of the Social Model philosophy and NARR Standards.

1.2.3.3.3. Determination of the appropriate certification level for the residence, using NARR resources and resources developed in collaboration with the Department.

1.2.3.3.4. Access to and overview of:

1.2.3.3.4.1. Program policies and procedures.

1.2.3.3.4.2. The Recovery Residence Certification Guidance Manual, as detailed in Section 1.2.9.

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- 1.2.3.3.5. Identification of potential challenges to certification and development of mitigation plans to address and resolve challenges.
- 1.2.3.3.6. Onboarding applicants to the NHPRR owner and/or operator web-portal, which includes training to familiarize applicants with the portal so they can begin the certification process with confidence.
- 1.2.3.4. **Step 4 - Provision of Application:** The Contractor must provide the applicant with an electronic copy of the appropriate application, based on the certification level determined during the Virtual Inventory Visit.
- 1.2.3.5. **Step 5 - Application Completion:** The Contractor must:
  - 1.2.3.5.1. Review and assist the applicant with application completion and submission;
  - 1.2.3.5.2. Provide support and targeted training and technical assistance (T/TA) to the applicant, as needed, to resolve any missing information; and
  - 1.2.3.5.3. Connect applicants to certified recovery residence owners and/or operators to provide peer mentoring on the application process, as appropriate.
- 1.2.3.6. **Step 6 - Follow-up:** The Contractor must follow-up with the applicant in-person or virtually regarding the completion of the application and must provide technical assistance to the applicant, as needed, to complete the application, meet NARR Standards, and identify and discuss any issues or deficiencies.
- 1.2.3.7. **Step 7 - Application Review:** The Contractor must review the submitted application to ensure it is complete and complies with all requirements. If the application is incomplete or otherwise non-compliant, the Contractor must work with the applicant to create a plan to become compliant with all requirements.
- 1.2.3.8. **Step 8 - Verification Visit:** The Contractor must schedule an in-person visit to the residence to verify all standards have been met. The Contractor must ensure the Verification Visit includes, but is not limited to:
  - 1.2.3.8.1. Walkthrough and inspection of the residence.
  - 1.2.3.8.2. Interviews with house leadership.
  - 1.2.3.8.3. Interviews with house residents, as appropriate, and with their permission.
  - 1.2.3.8.4. Securing attestation from each owner and/or operator, government agency, or credentialed inspector that the house meets health and safety

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standards, codes, ordinances, and other requirements as indicated by local authorities.

1.2.3.8.5. Obtaining a signed Code of Ethics from the owner and/or operator.

1.2.3.9. **Step 9 - Certification Granted:** The Contractor must onboard the newly certified owner and/or operator, which includes but is not limited to providing:

1.2.3.9.1. Electronic or paper copies of all finalized certification materials, which includes the certification expiration date and steps for recertification.

1.2.3.9.2. An introduction to the Certified Owner/Operator Network.

1.2.3.9.3. An invoice for the certification fee.

1.2.3.9.4. A form to gather feedback regarding the application process from the newly certified owner and/or operator.

1.2.3.10. **Step 10 – Ongoing Support and Guidance:** The Contractor must follow up with owners and/or operators, as needed to ensure certification standards are met and maintained.

1.2.4. The Contractor must implement and maintain a process for certified recovery residence owners and/or operators to recertify residences. The Contractor must ensure the recertification process includes, but is not limited to the following steps:

1.2.4.1. **Step 1 – Notice of Renewal.**

1.2.4.2. **Step 2 – Recertification Application provision, completion, submission, and review.**

1.2.4.3. **Step 3 – Onsite Visit.**

1.2.4.4. **Step 4 – Feedback Report.**

1.2.4.5. **Step 5 – Certification Granted.**

1.2.4.6. **Step 6 – Ongoing Support and Guidance.**

1.2.5. The Contractor must ensure any changes to the application processes identified above are reviewed and approved by the Department prior to implementation.

1.2.6. The Contractor must ensure application processes are secure and meet all information security and privacy requirements, as set by the Department, and in accordance with the Department's Information Security Requirements.

1.2.7. The Contractor must collaborate with the Department to develop a process to track application progress, certification status, and compliance of residences. The Contractor must ensure tracking includes, but is not limited

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to: -

- 1.2.7.1. Recovery residences identified and provided with information regarding the certification process.
- 1.2.7.2. Certified recovery residences, including, but not limited to the following information for each certified house:
  - 1.2.7.2.1. Name, address, and contact information of the recovery residence and its owner and/or operator.
  - 1.2.7.2.2. Date of certification and/or recertification and expiration date.
  - 1.2.7.2.3. Population(s) served.
  - 1.2.7.2.4. Overall bed capacity.
  - 1.2.7.2.5. Current number of beds available.
- 1.2.7.3. Suspension and revocation of certification, as applicable, including, but not limited to:
  - 1.2.7.3.1. Date of suspension or revocation.
  - 1.2.7.3.2. Name, address, and contact information of the recovery residence and its owner and/or operator.
  - 1.2.7.3.3. Reason(s) for suspension or revocation.
- 1.2.7.4. Other information as requested by the Department.
- 1.2.8. The Contractor must collaborate with the Department to develop policies and procedures for the certification and recertification process. The Contractor must ensure policies and procedures are approved by the Department prior to implementation and must, at a minimum:
  - 1.2.8.1. Clearly define:
    - 1.2.8.1.1. Recruitment and retention of recovery residences;
    - 1.2.8.1.2. Application, submission, and review requirements;
    - 1.2.8.1.3. Requirements for certification, provisional certification, conditional certification, and recertification;
    - 1.2.8.1.4. Conditions and process(es) for certification suspension and revocation;
    - 1.2.8.1.5. Roles and responsibilities of the Contractor;
    - 1.2.8.1.6. Roles and responsibilities of owners and/or operators;
    - 1.2.8.1.7. Complaint procedure and process; and
    - 1.2.8.1.8. Standardized assessment tools to be used throughout the certification process; and

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**1.2.8.2. Ensure:**

1.2.8.2.1. Fair, equitable, and unbiased services for each recovery residence; and

1.2.8.2.2. Compliance with all applicable state and federal laws and regulations, health and safety standards, ordinances, and codes as developed, revised, and updated, including, but not limited to those identified above.

1.2.9. The Contractor must develop a comprehensive Recovery Residence Certification Guidance Manual for recovery residence owners and/or operators seeking certification. The Contractor must ensure the manual is reviewed and approved by the Department, prior to implementation and includes, but is not limited to, the following information:

1.2.9.1. Overview of the certification, recertification, suspension, and revocation processes.

1.2.9.2. Overview of the requirements and criteria for certification.

1.2.9.3. Steps to obtaining and maintaining certification.

1.2.9.4. Roles and responsibilities of the Contractor and of owners and/or operators as they relate to the certification process.

1.2.9.5. NARR Standards and levels of recovery housing for Social Model recovery residences.

1.2.9.6. Copy(s) of assessment tools.

1.2.9.7. List of potential funding sources and grants available for recovery residences seeking certification.

1.2.9.8. List of available T/TA.

1.2.10. The Contractor must work with certified recovery residence owners and/or operators, and the Department, as appropriate, when lapses in standards and best practices, identified in Section 1.2.1, are identified within certified recovery residences. The Contractor must:

1.2.10.1. Identify and address the underlying causes to prevent future occurrences;

1.2.10.2. Establish and maintain open channels of communication among staff, residents, and owners and/or operators to ensure concerns can be raised without fear of reprisal; and

1.2.10.3. Conduct comprehensive monitoring strategies, as appropriate, that flag deviations from established standards. Strategies may include, but are not limited to:

1.2.10.3.1. Regular Recovery Capital Assessments (RECSP), providing quantitative data on the recovery

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environment's effectiveness and highlighting areas that may need attention.

- 1.2.10.3.2. Routine audits.
  - 1.2.10.3.3. Resident feedback mechanisms.
  - 1.2.10.3.4. Staff self-assessments
- 1.2.11. The Contractor must categorize and address lapses in standards and best practices, using a tiered approach that includes, but is not limited to:
- 1.2.11.1. **Tier 1: Minor Infractions:** Deviations from best practices that do not immediately impact resident safety or well-being. Minor infractions will be addressed, internally, through targeted T/TA.
  - 1.2.11.2. **Tier 2: Moderate Issues:** Potential implications for resident safety or the quality of care but are not immediate threats. Moderate issues will be addressed through internal corrective measures and will be documented and reported to the Department, within a timeframe and a format approved by the Department.
  - 1.2.11.3. **Tier 3: Serious Infractions:** Infractions that pose immediate risks to resident safety or signify a significant breach of operational standards, require immediate action. The Contractor must notify the Department within one (1) day of a Tier 3 Lapse being identified.
- 1.2.12. The Contractor must manage and rectify lapses in standards as follows:
- 1.2.12.1. **Immediate Response and Assessment:** Assessing the extent and impact of the deviation from standards and gathering all relevant information and context surrounding the lapse;
  - 1.2.12.2. **Root Cause Analysis:** Conducting a thorough investigation, including, but not limited to:
    - 1.2.12.2.1. Reviewing procedures.
    - 1.2.12.2.2. Interviewing staff and residents, as applicable.
    - 1.2.12.2.3. Analyzing any systemic issues that may have contributed to the problem;
  - 1.2.12.3. **Correction Action Plan (CAP) Development:** Developing a comprehensive CAP in collaboration with the owner and/or operator, as needed. The Contractor agrees that the CAP:
    - 1.2.12.3.1. **Must:**
      - 1.2.12.3.1.1. Outline specific steps to rectify the current lapse; and
      - 1.2.12.3.1.2. Include measures to prevent similar issues in the future; and
    - 1.2.12.3.2. **May include, but is not limited to:**

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- 1.2.12.3.2.1. Revising policies and procedures, as appropriate.
- 1.2.12.3.2.2. Enhancing training program, as appropriate.
- 1.2.12.3.2.3. Making changes to oversight and monitoring processes;
- 1.2.12.4. **Training and Support:** Implementing targeted training sessions and support mechanisms for staff and management involved in the lapse;
- 1.2.12.5. **Monitoring and follow-up:** Monitoring the effectiveness of and ensuring compliance with the CAP. The Contractor agrees that monitoring and follow-up may include, but is not limited to:
  - 1.2.12.5.1. Scheduled check-ins and feedback sessions.
  - 1.2.12.5.2. Additional audits.
  - 1.2.12.5.3. Use of metrics and indicators to track progress;
- 1.2.12.6. **Documentation and Communication:** Maintaining detailed records of the lapse and open communication with all applicable stakeholders. The Contractor must ensure documentation includes, but is not limited to:
  - 1.2.12.6.1. Tier of lapse, as identified above.
  - 1.2.12.6.2. Investigation findings.
  - 1.2.12.6.3. Correction action taken, as applicable.
  - 1.2.12.6.4. Results of follow-up and monitoring; and
- 1.2.12.7. **Review, Train, and Update:** Reviewing of and training on standards and practices, which may include, but are not limited to:
  - 1.2.12.7.1. Revising certification criteria.
  - 1.2.12.7.2. Enhancing quality assurance processes.
  - 1.2.12.7.3. Updating training programs to incorporate lessons learned.
- 1.2.13. The Contractor must monitor maintenance of Standards and best practices to inform ongoing improvement efforts using the following strategies:
  - 1.2.13.1. Identifying the prevalence and incidence of types of complaints, concerns, and grievances received to determine T/TA needs;
  - 1.2.13.2. Periodically evaluating the ability of recovery residences to assist residents in developing recovery capital and achieving long-term recovery goals;

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- 1.2.13.3. Encouraging residents to actively participate in feedback mechanisms to identify trends, address concerns quickly, and help owners and/or operators adapt services to meet residents' needs; and
- 1.2.13.4. Using certification renewal as an opportunity for thorough review and reflection on the previous year.
- 1.2.14. The Contractor must provide in-person and virtual informational sessions for recovery residence owners and/or operators to learn about the benefits of, and process for, becoming a certified recovery residence. The Contractor must ensure sessions include the following information:
  - 1.2.14.1. Benefits of becoming certified;
  - 1.2.14.2. Program description and high-level overview of the certification process;
  - 1.2.14.3. Information on NARR, including its Standards and levels of recovery housing for Social Model recovery houses;
  - 1.2.14.4. Definitions and descriptions of:
    - 1.2.14.4.1. Safe and effective recovery houses; and
    - 1.2.14.4.2. The Social Model for Recovery;
  - 1.2.14.5. Certification process support available to owners and/or operators; and
  - 1.2.14.6. Details of the Contractor's organization, including, but not limited to:
    - 1.2.14.6.1. Mission.
    - 1.2.14.6.2. Vision.
    - 1.2.14.6.3. Advisory Board and staff members.
    - 1.2.14.6.4. Contact information.
- 1.2.15. The Contractor must provide in-person and remote technical assistance that supports owners and/or operators in meeting and maintaining certification standards. The Contractor must ensure technical assistance includes, but is not limited to:
  - 1.2.15.1. Providing consultation for the development of recovery residence policies and procedures.
  - 1.2.15.2. Best practices in the operation of recovery residences.
  - 1.2.15.3. Addressing specific needs for service populations.
  - 1.2.15.4. Additional support as identified throughout the certification, re-certification, suspension, and revocation processes.
- 1.2.16. The Contractor must provide in-person and remote training opportunities to owners and/or operators. The Contractor must ensure topics include, but

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are not limited to:

- 1.2.16.1. Understanding and complying with local, state and federal laws and regulations including, but not limited to:
  - 1.2.16.1.1. Building, occupancy, fire, and sanitation codes.
  - 1.2.16.1.2. Health and safety standards.
  - 1.2.16.1.3. Non-discrimination.
  - 1.2.16.1.4. Fair Housing.
- 1.2.16.2. Cultural effectiveness.
- 1.2.16.3. Understanding and supporting multiple recovery pathways.
- 1.2.16.4. Working with, and providing accommodations for, unique populations and residents with disabilities or other special needs.
- 1.2.16.5. Toxicology and drug testing.
- 1.2.16.6. Medication for Addiction Treatment/Medication Assisted Recovery (MAT/MAR) and safe medication management.
- 1.2.16.7. Naloxone administration.
- 1.2.16.8. Good neighbor practices.
- 1.2.17. The Contractor must provide owners and/or operators support and assistance to establish relationships with substance use disorder (SUD) service access points to ensure the availability of community-based supports and services to house residents, including, but not limited to:
  - 1.2.17.1. NH Doorways.
  - 1.2.17.2. Recovery Community Organizations and Centers.
  - 1.2.17.3. Regional Public Health Networks.
- 1.2.18. The Contractor must conduct a recovery residence gaps analysis to identify underserved areas and populations in New Hampshire using surveys, professional networks, publicly available data, community needs assessments, and Geographic Information System (GIS) data.
- 1.2.19. The Contractor must collaborate with the Department and identified stakeholders to review findings of the gaps analysis and utilize information to develop:
  - 1.2.19.1. Targeted interventions that address gaps.
  - 1.2.19.2. Effective strategies to engage non-certified and potential recovery residences.
- 1.2.20. The Contractor must engage and collaborate with community partners, using community-based participatory research approaches, to identify and refer new and existing recovery residences that are not currently certified, as well as prospective recovery residence owner/operators who may or may not be considering certification. The Contractor must work with Community

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partners which may include, but are not limited to:

- 1.2.20.1. Recovery Community Organizations.
  - 1.2.20.2. Recovery Friendly Workplaces.
  - 1.2.20.3. Substance Use Disorder Treatment Providers.
  - 1.2.20.4. Regional Public Health Networks.
  - 1.2.20.5. NH Doorways.
  - 1.2.20.6. Peer Support Advocacy Groups.
  - 1.2.20.7. State and Local Government Agencies.
  - 1.2.20.8. Hospitals.
  - 1.2.20.9. Primary Care Providers.
  - 1.2.20.10. Social Work Organizations.
- 1.2.21. The Contractor must work to retain certified recovery residences using structured feedback mechanisms for certified recovery residence owners and/or operators to share experiences and suggestions. The Contractor must ensure retention efforts:
- 1.2.21.1. Allow for both anonymous and attributed feedback;
  - 1.2.21.2. Foster continuous quality improvement;
  - 1.2.21.3. Value each residence's contribution to the broader recovery community;
  - 1.2.21.4. Identify and address challenges or needs experienced by owners and/or operators; and
  - 1.2.21.5. Include, but not be limited to the following activities:
    - 1.2.21.5.1. Surveys.
    - 1.2.21.5.2. Focus Groups.
    - 1.2.21.5.3. Facilitated Peer Networking.
- 1.2.22. The Contractor must develop a public engagement campaign, in collaboration with the Department, that positively challenges perceived assumptions and influences approaches involving recovery residences, certification, and the Social Model. Campaign activities may include, but are not limited to:
- 1.2.22.1. Speaking engagements.
  - 1.2.22.2. Presentations.
  - 1.2.22.3. Print, digital, and social marketing communications.
- 1.2.23. The Contractor must maintain an accurate and up-to-date listing of available beds by certification level. The Contractor must ensure information is available on the NHPRR website and easily accessible to individuals in need

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of recovery housing.

- 1.2.24. The Contractor must maintain current knowledge of NARR Standards and best practices.
- 1.2.25. The Contractor must ensure the certification, re-certification, suspension, and revocation processes are consistently applied and followed.
- 1.2.26. The Contractor must compile resources related to certification, best-practices, and other applicable items for owners, operators, and residents of certified recovery residences.
- 1.2.27. The Contractor must ensure all materials created through this Agreement are reviewed and approved by the Department prior to dissemination.

**1.3. Addressing Concerns and Complaints:**

- 1.3.1. The Contractor must implement a process to receive, investigate and address concerns and complaints from owners, operators, and residents of certified recovery residences.
- 1.3.2. The Contractor must ensure residents, staff, and other individuals have multiple ways to communicate complaints to NHPRR, including:
  - 1.3.2.1. Electronic submission via the Contractor's secure website;
  - 1.3.2.2. Dedicated phone number;
  - 1.3.2.3. Paper form;
  - 1.3.2.4. Email; and
  - 1.3.2.5. Personal contact with designated NHPRR staff.
- 1.3.3. The Contractor must designate a primary and backup staff person to receive and review each complaint as it is received. The Contractor must ensure the review process includes, but is not limited to determining:
  - 1.3.3.1. Who the complaint came from, which may include, but is not limited to:
    - 1.3.3.1.1. Residents.
    - 1.3.3.1.2. Owner and/or operators.
    - 1.3.3.1.3. Staff.
    - 1.3.3.1.4. Neighbors.
  - 1.3.3.2. Nature and urgency of the complaint.
  - 1.3.3.3. Individuals and/or residence(s) involved in the complaint.
- 1.3.4. The Contractor must open a case file, upon receipt of a complaint, to document and track activities throughout the investigation and resolution process.
- 1.3.5. The Contractor must determine the severity of the complaint, assign a priority level, and notify appropriate entities within timelines approved by the

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Department, as follows:

1.3.5.1. **Urgent:** Complaints that indicate an immediate danger to health or safety. The Contractor must escalate complaints categorized as urgent by immediately contacting:

1.3.5.1.1. The Department;

1.3.5.1.2. The complainant; and

1.3.5.1.3. Appropriate authority(ies), which may include, but are not limited to:

1.3.5.1.3.1. Law enforcement agencies.

1.3.5.1.3.2. Local authorities.

1.3.5.1.3.3. The New Hampshire Department of Justice;

1.3.5.2. **High Priority:** Complaints that involve important issues but do not pose immediate threats to health or safety. The Contractor must:

1.3.5.2.1. Ensure High Priority complaints include, but are not limited to:

1.3.5.2.1.1. Potential for future health or safety issues.

1.3.5.2.1.2. Unsound management or financial practices.

1.3.5.2.1.3. Violations of ethical issues, rules, and/or regulations;

1.3.5.2.2. Follow up with complainants within one (1) business day to acknowledge receipt of the complaint;

1.3.5.2.3. Collect and document additional information, as needed, to determine the nature and type of complaint; and

1.3.5.2.4. Document the complaint and notify the Department within one (1) business day of contact with complainant and documenting additional information, as applicable; and

1.3.5.3. **Moderate Priority:** Complaints that involve disagreements, disputes, or dissatisfactions, but no apparent violations of state or NARR certification standards or ethics. The Contractor must:

1.3.5.3.1. Follow up with complainants within two (2) business days to acknowledge receipt of the complaint;

1.3.5.3.2. Collect any additional information needed to determine the nature and type of complaint; and

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- 1.3.5.3.3. Document the complaint and notify the Department within two (2) business days of contact with complainant and documenting additional information, as applicable.
- 1.3.6. The Contractor must provide written notification to the Department, in a format approved by the Department, of all complaints that meet the following conditions:
  - 1.3.6.1. Complaints based on the complainant's first-hand knowledge regarding the allegation(s);
  - 1.3.6.2. Complaints concerning the health of residents and safety of the recovery residence;
  - 1.3.6.3. Complaints concerning the management of the recovery residence, including but not limited to:
    - 1.3.6.3.1. Environment of the residence.
    - 1.3.6.3.2. Financial procedures.
    - 1.3.6.3.3. Staffing.
    - 1.3.6.3.4. Rules and regulations of the residence.
    - 1.3.6.3.5. Recovery support environment.
    - 1.3.6.3.6. Any other concerns affecting the complainant;
  - 1.3.6.4. Complaints concerning illegal activities or threats; and
  - 1.3.6.5. Other complaints, as identified by the Department.
- 1.3.7. For complaints that require investigation, the Contractor must:
  - 1.3.7.1. Provide the complainant with a single point of contact throughout the investigation process;
  - 1.3.7.2. Interview complainant and other parties, as appropriate;
  - 1.3.7.3. Collect additional information, as applicable;
  - 1.3.7.4. Review residence rules and policies, NARR Code of Ethics and Standards, local ordinances, and other information as applicable;
  - 1.3.7.5. Collaborate with the Department and identified external agencies, as appropriate;
  - 1.3.7.6. Seek input from Subject Matter Experts, as appropriate;
  - 1.3.7.7. Thoroughly document all aspects of the investigation; and
  - 1.3.7.8. Protect the confidentiality of the complainant.
- 1.3.8. The Contractor must provide weekly written status updates of all investigations to the Department, throughout the investigation process, including, but not limited to:

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- 1.3.8.1. Investigation finding(s), including facts and evidence to support conclusions.
- 1.3.8.2. Referral(s) made to appropriate authorities, if applicable.
- 1.3.8.3. Action(s) taken to resolve or mitigate the issue, including any corrective action plan developed, if applicable.
- 1.3.8.4. Resolution status, if applicable.
- 1.3.8.5. Date of resolution, if applicable.
- 1.3.9. The Contractor must notify the Department, in writing, within one (1) day of any residence(s) whose certification is revoked. The Contractor must ensure notification includes, but is not limited to:
  - 1.3.9.1. Owner and/or operator name.
  - 1.3.9.2. Name and address of the recovery residence.
- 1.3.10. The Contractor must ensure all information regarding concerns and complaints are transmitted to the Department and to the applicable recovery residence owner/operators in a secure format that meets all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements.
- 1.3.11. The Contractor must collaborate with the Department to develop complaint policies and procedures. The Contractor must ensure policies, include, but are not limited to:
  - 1.3.11.1. How concerns and complaints are received, filed, investigated, and resolved.
  - 1.3.11.2. Fair, equitable and unbiased review, investigation and resolution of all identified concerns, complaints, and grievances.
  - 1.3.11.3. Ensuring confidentiality of the individual(s) filing a complaint or grievance and protection of the filer from retribution, intimidation, and/or negative consequences.
  - 1.3.11.4. Ensuring members of the Advisory Board are not involved in addressing concerns and complaints.
- 1.3.12. The Contractor must distribute the concerns and complaints policy and procedures to all certified recovery residence owners and/or operators and ensure:
  - 1.3.12.1. The policy and procedures are posted in an area easily accessible by staff and residents; and
  - 1.3.12.2. Are reviewed with staff and residents as part of the onboarding or intake process, and as needed to ensure awareness and understanding.
- 1.3.13. The Contractor must ensure all certified recovery residence owners and/or operators have internal grievance procedures, that:

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- 1.3.13.1. Include the process for filing complaints, concerns, and grievances with the residence and NHPRR;
- 1.3.13.2. Are reviewed with all staff and residents;
- 1.3.13.3. Are posted in a visible and easily accessible area of the residence; and
- 1.3.13.4. Are posted on the residence website.
- 1.3.14. The Contractor must encourage certified recovery residences to practice being good neighbors by prominently posting easy-to-use means for community members and neighbors to communicate concerns and request responses on their websites.
- 1.3.15. The Contractor must analyze trends and patterns in complaint data to proactively reduce or prevent some types of complaints.
- 1.3.16. The Contractor must develop responsive, data-driven T/TA and related information and supports for recovery residence owner and/or operators and residents.
- 1.3.17. The Contractor must maintain ethical standards and ensure impartial, transparent, and accountable processes for addressing concerns and complaints within recovery residences.
- 1.3.18. The Contractor must ensure all staff involved in the complaint resolution process receive comprehensive training on the following topics:
  - 1.3.18.1. Ethical conduct;
  - 1.3.18.2. Best practices for mediation; and
  - 1.3.18.3. Adherence to regulatory guidelines and certification standards.
- 1.3.19. The Contractor must ensure Advisory Board members, described in Section 1.4., are not involved in addressing concerns or complaints.
- 1.4. Advisory Board
  - 1.4.1. The Contractor must develop and maintain an Advisory Board to support the goals and objectives of this Agreement. The Contractor must ensure the Advisory Board, at a minimum, provides guidance and consultation to ensure:
    - 1.4.1.1. Services are provided ethically, equitably, impartially, and without bias;
    - 1.4.1.2. Decisions are made in the best interest of the NHPRR and individuals served through the Program; and
    - 1.4.1.3. Compliance with all applicable state and federal laws and regulations, health and safety standards, and codes.
  - 1.4.2. The Contractor must ensure the Advisory Board has a diverse membership that considers cultural, demographic, and geographic makeup, including, but not limited to:

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- 1.4.2.1. Individuals with lived experience as a recovery residence resident.
- 1.4.2.2. Family members of individuals in recovery.
- 1.4.2.3. Community members.
- 1.4.2.4. Recovery Community Organizations.
- 1.4.2.5. Behavioral healthcare providers.
- 1.4.2.6. Individuals from the Government and business sector.
- 1.4.3. The Contractor must ensure Advisory Board members, described above, are not involved with the provision of services for this Agreement, including, but not limited to:
  - 1.4.3.1. Certification of recovery residences.
  - 1.4.3.2. Concerns, complaint, and grievance processes involving recovery residences.
- 1.4.4. The Contractor must ensure conflicts of interest are recognized and disclosed, ensuring Advisory Board members, with a conflicting interest, avoid influencing the operation of the organization by any direct or indirect means.
- 1.4.5. The Contractor must collaborate with the Department to establish a conflict-of-interest policy for the Advisory Board, staff members, and other key personnel to adhere to. The Contractor must ensure the conflict-of-interest policy includes, but is not limited to:
  - 1.4.5.1. A statement about an individual's duty to disclose any conflicts or possible conflicts of interest.
  - 1.4.5.2. The process for identifying, disclosing, and managing conflicts of interest, including a recusal process when a conflict is found.
  - 1.4.5.3. A disclosure statement that is signed by all Advisory Board members and staff members, including the Program Director and other key personnel, annually.

**1.5. Website and Social Media**

- 1.5.1. The Contractor must host and maintain a public-facing website that includes, but is not limited to the following information:
  - 1.5.1.1. Details of the Contractor, including, but not limited to:
    - 1.5.1.1.1. Mission.
    - 1.5.1.1.2. Vision.
    - 1.5.1.1.3. Advisory Board and staff members.
    - 1.5.1.1.4. Contact information.
  - 1.5.1.2. Certification, recertification and application policies, and processes.

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- 1.5.1.3. Grievance procedure and process.
- 1.5.1.4. NARR standards and levels of recovery housing.
- 1.5.1.5. Resources related to certification, best-practices, and other applicable items for recovery residence owners and/or operators and house residents.
- 1.5.1.6. Information on each certified recovery residence, including, but not limited to:
  - 1.5.1.6.1. Location.
  - 1.5.1.6.2. Contact information.
  - 1.5.1.6.3. Population served.
  - 1.5.1.6.4. Overall bed capacity.
- 1.5.2. The Contractor must provide the Department with an initial website plan within 10 days of the Effective Date of this Agreement. The Contractor must:
  - 1.5.2.1. Ensure the plan includes, but is not limited to layout, landing pages, and related content.
  - 1.5.2.2. Collaborate with the Department to review, refine, and finalize the plan.
  - 1.5.2.3. Ensure the website adheres to the NH DoIT and Security requirements, prior to launch.
- 1.5.3. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
- 1.5.4. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
- 1.5.5. State of New Hampshire's Website Copyright
  - 1.5.5.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages

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and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

- 1.6. The Contractor must collaborate with the Department to practice continual quality improvement throughout all NHPRR processes. The Contractor must ensure that quality improvement efforts include, but are not limited to:
  - 1.6.1. Conducting regular reviews of all procedures and outcomes.
  - 1.6.2. Identifying areas for enhancement.
  - 1.6.3. Implementing correction actions as needed.
- 1.7. The Contractor must participate in meetings with the Department, monthly, or as otherwise requested by the Department to review contract performance, enhance contract management, improve results, and adjust program delivery and policy based on challenges and barriers encountered and successful outcomes.
- 1.8. The Contractor may be required to participate in on-site reviews conducted by the Department on a semi-annual basis, or as otherwise requested by the Department.
- 1.9. The Contractor must ensure all written materials, developed through this Agreement, are reviewed and approved by the Department prior to dissemination.
- 1.10. Workplan
  - 1.10.1. The Contractor must adhere to the following Certification Program Framework Workplan and, in collaboration with the Department, provide an updated and modified Work Plan if required, within 30 days from the Effective Date of this Agreement.

<b>Initial Setup and Foundation Building (Months 1-4).</b>
<ul style="list-style-type: none"> <li>• <b>Establish Certification Program Framework (Months 1-2).</b> Collaborate with the Department to define and establish program standards, policies, and procedures.               <ul style="list-style-type: none"> <li>◦ <b>Create Recovery Residence Certification Guidance Manual for Department approval (Months 2-4).</b> Compile a comprehensive guide to recovery residence certification, including certification criteria, the application process, and support resources. This will require content development, input from NARR and local authorities, and publication tools.</li> <li>◦ <b>Develop and Implement Application and Review Process (Months 1-3).</b> Establish a thorough review process and designate staff for application evaluation. This will require IT development for the application portal, training for review team members, and process management tools.</li> <li>◦ <b>Implement a Tracking System for Certification Status (Development during months 2-3, Implementation during month 4 and onward).</b> Develop a database to track the certification status, application progress, and compliance of residences. This will require database software, IT support, and training for staff on system usage.</li> </ul> </li> <li>• <b>Website Development (Months 1-4):</b></li> </ul>

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- **Front-end (Month 1).** Design and develop the public-facing website, focusing on user experience, accessibility, and compliance with the Department's standards. This phase includes creating the site architecture, designing the user interface, and developing content for the certification program, including policies, processes, and guidance.
- **Web Portal (Month 1).** Develop web portal for applications, integrating it seamlessly with the website. This involves setting up secure login mechanisms, application forms, and database connectivity for application tracking and management.
- **Ensure Compliance with Privacy and Security Standards.** Contractor will implement security measures for the application portal and data storage, in line with the Department's Information Security Protocol Requirements. This will require cybersecurity tools, IT security specialists, and compliance auditors.
- **Set Up T/TA (Month 3, ongoing).** Develop training modules on NARR Standards, local regulations, and the application process. Implement scheduling and delivery mechanisms for T/TA.
- **Review and Approve Policies and Procedures with the Department (Months 1-4, ongoing).** Conduct meetings with the Department to review, adjust, and approve all developed policies and procedures, including reporting tools and processes for quarterly and ad hoc reports.
- **Engagement with Owner/Operators During Transition (Months 2-4, ongoing).** Engage with existing certified owner/operators to affirm the continued importance of their insights and feedback on what is going well and what are areas for improvement.
- **Advisory Board.** Initial meeting with Advisory Board members during the first 30 days. Develop a conflict-of-interest policy and channels for members to disclose any conflicts of interest within the first 60 days.
- **Retain Existing Certified Residences.** Implementing a comprehensive support system that offers continual education, quality improvement programs, and proactive recertification support, ensuring that the certification is seen not just as a compliance achievement but as a commitment to ongoing excellence.

**Operational Deployment and Community Engagement (Months 5-8)**

- **Certification Process Monitoring and Support.** Conduct a comprehensive review of the existing application process and make adaptations, as appropriate. Review activities could include surveying certified owner/operators on their experience with the application process, reviewing existing and inherited materials, and experience building relationships with certified residences over time.
- **Retain Existing Certified Residences (Month 1, ongoing).** Conduct surveys with owners and leadership, allowing for the identification of potential areas for improvement and ensuring that the program remains responsive and relevant to the needs of certified residences. Facilitate a feedback loop where operators can share experiences and suggestions to foster a collaborative environment, empowering them to contribute actively to the broader recovery community.

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<ul style="list-style-type: none"> <li>• <b>Identification of Noncertified Residences (Months 3-6).</b> Collaborate with recovery partners to identify noncertified residences and seek their input. This involves conducting surveys and focus groups to pinpoint specific obstacles.</li> <li>• <b>Identification of geographic and population service gaps.</b> Collaborate with recovery partners to perform data collection to assess community needs, availability, and accessibility.</li> </ul>
<b>Evaluation, Expansion, and Enhancement (Months 9-12, ongoing).</b>
<ul style="list-style-type: none"> <li>• <b>Conduct annual review (Month 12).</b> Review Contractor processes using data and feedback collected over the past year. Review any enhancements that have been implemented.</li> <li>• <b>Engage non-certified residences.</b> Strategies include simplifying the path to certification through supportive measures, streamlined processes, and providing access to resources. Engaging stakeholders, including treatment providers, local governments, and community organizations, to promote the value of certification will play a crucial role in this strategy.</li> <li>• <b>Address geographic and population service gaps.</b> Evaluate needs, availability, and accessibility data with Advisory Board members to identify population and service gaps and develop tailored mitigation strategies. Strategies may include advocacy, directing funding, and providing T/TA.</li> <li>• <b>Application.</b> Streamline and/or enhance the application process through the development and refining of clear, concise guidance materials for applicants. Training certification specialists on the new application process, focusing on providing educational support to applicants.</li> </ul>

**1.11. Staffing**

1.11.1. The Contractor must recruit and maintain sufficient staff necessary to perform and carry out all of the functions, requirements, roles and duties identified this Agreement. The Contractor must ensure staff includes, but is not limited to, the following positions located in New Hampshire:

1.11.1.1. One (1), FTE Program Director; and

1.11.1.2. One (1), 0.5 FTE Program Assistant.

1.11.2. The Contractor must notify the Department in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Vendor. Key personnel are those staff members for whom at least 10% of their work time is spent on this scope of services.

1.11.3. The Contractor must notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor must ensure notification includes a copy of the newly hired staff

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member's resume, which clearly indicates the staff member is employed by the Contractor.

1.11.4. The Contractor must notify the Department in writing within 10 business days, when there is not sufficient staffing to perform all required services for more than one (1) month.

**1.12. Reporting**

**1.12.1. Certification Program Reporting:**

1.12.1.1. The Contractor must submit quarterly reports to the Department, which include, but are not limited to:

1.12.1.1.1. Number of recovery houses provided with informational sessions.

1.12.1.1.2. Number of recovery houses that have applied for certification and the status of each application.

1.12.1.1.3. Number of recovery houses certified.

1.12.1.1.4. Number, name, and address(s) of recovery house(s) with certifications that have expired, lapsed, or been revoked.

1.12.1.1.5. Number of trainings delivered, including, but not limited to:

1.12.1.1.5.1. Training date and title.

1.12.1.1.5.2. Number of individuals attending.

1.12.1.1.5.3. Names of Recovery house(s) in attendance.

1.12.1.1.6. Number of technical assistance (TA) sessions provided to certified recovery houses, including, but not limited to:

1.12.1.1.6.1. Session date(s) and topic(s).

1.12.1.1.6.2. Recovery house(s) receiving TA.

**1.12.2. Concerns and Complaints Services Reporting:**

1.12.2.1. The Contractor must submit quarterly reports to the Department, which include, but are not limited to:

1.12.2.1.1. A description of each reported concern, complaint, or grievance against a certified recovery house that includes, but is not limited to:

1.12.2.1.1.1. Date received.

1.12.2.1.1.2. Recovery house involved.

1.12.2.1.1.3. Nature of the concern, complaint, or grievance.

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- 1.12.2.1.1.4. Whether or not an investigation was conducted.
- 1.12.2.1.1.5. Action taken and result of investigation; as applicable.
- 1.12.2.1.1.6. Description of resolution.
- 1.12.2.2. The Contractor must provide key data in a format and at a frequency specified by the Department.
- 1.12.2.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.13. Background Checks
  - 1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
    - 1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and
    - 1.13.1.2. For staff providing direct services in New Hampshire, a name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
- 1.14. Confidential Data
  - 1.14.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
  - 1.14.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 1.15. Privacy Impact Assessment
  - 1.15.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

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- 1.15.1.1. How PII is gathered and stored;
- 1.15.1.2. Who will have access to PII;
- 1.15.1.3. How PII will be used in the system;
- 1.15.1.4. How individual consent will be achieved and revoked; and
- 1.15.1.5. Privacy practices.
- 1.15.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.16. Contract End-of-Life Transition Services
  - 1.16.1. General Requirements
    - 1.16.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor (for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
    - 1.16.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
    - 1.16.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
    - 1.16.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided by the

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Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.16.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.16.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

**1.16.2. Completion of Transition Services**

1.16.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.16.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

**1.16.3. Disagreement over Transition Services Results**

1.16.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

**2. Exhibits Incorporated**

- 2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.
- 2.2. The Contractor must use and disclose Protected Health Information in compliance with

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the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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

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sources as were available or required, e.g., the United States Department of Health and Human Services.”

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.3.3.1. Brochures.
  - 3.3.3.2. Resource directories.
  - 3.3.3.3. Protocols or guidelines.
  - 3.3.3.4. Posters.
  - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical 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.
  - 4.1.2. All records must 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.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**APPLICATION REQUIREMENTS**

**State Requirements**

Req #.	Requirement Description	Criticality	Response	Example Response
<b>GENERAL SPECIFICATIONS</b>				
A1.1	Ability to access data using open standards access protocol.	M	Growth Partners (GP) uses COTS software for website development, email communications, data processing and general office activities. GP does not possess any specially developed software for its use. As a result, all functions are standard and offer interoperability.	The solution being proposed will use a commercial off the shelf (COTS) software that utilizes XML, HTML and SQL all of which leverage open standards to allow for interoperability and continued quality.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Growth Partners (GP) uses COTS software for website development, email communications, data processing and general office activities. GP does not possess any specially developed software for its use. As a result, all functions are standard and offer interoperability.  GP data and/or information is not subject to any copyright, patent, trademark or other trade secret regulation. However, data analysis is traditionally owned by the client and not Growth Partners.	As represented in A1.1 by utilizing open standards our solution is compliant with this requirement.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Website are designed and conform to the indicated standards.	The web based component of this solution conforms to w3c standards in our case specifically leveraging HTML5, XML and SOAP
<b>APPLICATION SECURITY</b>				

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A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	All COTS formats require assignment by the GP Chief Operating Officer (COO) to restrict access to applications and data. In addition, hardware (laptops) and COTS require username/password protections and emails are encrypted.	Utilizing our COTS solution will require the user to validate their identify through a user name and password provided after information is obtained to create the users account.
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Access to GP COTS and data is controlled by the COO. The COO follows contractual requirements imposed by all clients which includes state authorizations.	Based on the role based access controls within the COTS solution we will ensure the users have access only to the data that the State authorizes.
A2.3	Enforce unique user names.	M	Access to COTS does require unique usernames/passwords for all end users including state and GP staff, and authorized website users requiring login.	The COTS solution combined with our logical access procedure to create user accounts ensures the unique user name.
A2.4	Comply with the Department's Password Standard and DoIT's statewide User Account and Password Policy, when developing, establishing, and enforcing system Administrative (privileged) and End User (non-privileged) accounts. Should a requirement conflict reside between the two documents the more restrictive requirement must be followed.	M	COTS formats require username/password protections. This includes the admin level for application updates, upgrades and maintenance activities, and the end users of the COTS. If non-compliance is discovered it is and will be corrected immediately. Password will at a minimum include 15 characters with requirements to use special characters, numbers and upper and lower case letters. In addition, a password cannot be repeated until after 20 other passwords have been used.	The COTS solution will comply with the requirements as listed in the Department's Password Standard and NH DoIT's Password Policy.

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A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	All GP authorizations can only be granted by the COO. As a backup to the COO, the Chief Executive Officer (CEO) can provide authorizations.	Based on State approval the system will allow for up to 3 administrators to support granting or changing permissions.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	GP does not store username/passwords or data within its code.	All authentication credentials are encrypted utilizing the Advanced Encryption Standard (AES)
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Websites and portals track login attempts including failed attempts.	The system in compliance with failed attempt policy automatically logs all failed attempts to result in a lockout. See A2.4
A2.13	All logs must be kept for one (1) year, unless protected health information is entered into/stored in the system or product, then all audit logs must be kept for six (6) years for HIPPA compliance.	M	Websites and portal developments include log retentions which are kept for a minimum of 1 year, and if PHI information is stored then six years.	The COTS solution will maintain logs for 1 years
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain..	M	Users have the ability to terminate sessions.	The COTS solution allows for the termination of the user account which will result in the termination of access.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	GP staff's use of COTS and IT platforms, and their access to them, is for the sole purpose of meeting contractual obligations and requirements.	The solution will be implemented at the direction of the department to meet the requirements of the contract.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	GPs' COTS including data storage and transmission, is conducted within username/password protection and encryption methods. Systems will protect the data when in use and at rest.	The COTS solution will encrypt data in transit and at rest coupled with role based access permissions the application data will be protected at rest

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A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	GPs' COTS including data storage and transmission is conducted within username/password protection and encryption methods.	See A2.16
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Upgrades and enhancements to COTS and cybersecurity maintain or improve the level of security as dictated by the state. The level of security will not be downgraded.	The COTS solution and subsequent upgrades will maintain or enhance security requirements in partnership and communication with the State.
A2.19	Utilize change management documentation and procedures.	M	GP follows industry standards to comply with change management procedures and documentations throughout the term of their contracts.	The COTS solution will follow industry best practices for change management and the configuration administrators will document all changes made to production after final user acceptance of the changes.
A2.20	Web Services: The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	GP does not employ COTS that interact with client data systems outside of the parameters of exporting data for analysis, i.e., Excel.	The COTS solution will not utilize web services to interface with the State's data systems; however the solution will be able to export the information into CSV, Excel or similar functions and provide the information to the State for ingestion.

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A2.21	<p>Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information:</p> <ol style="list-style-type: none"><li>1. User IDs (of all users who have access to the system)</li><li>2. Date and time stamps</li><li>3. Changes made to system configurations</li><li>4. Addition of new users</li><li>5. New users level of access</li><li>6. Files accessed (including users)</li><li>7. Access to systems, applications and data</li><li>8. Access trail to systems and applications (successful and unsuccessful attempts)</li><li>9. Security events</li></ol>	M	<p>GPs' COO and GP IT contractor maintain audit logs that effectively document: User IDs, date and time stamps, changes to system configurations, new users added or users deleted, access levels of users, files and data accessible to users including access to systems, applications and data sources, attempts to access systems both successful and failed, and security events within systems, applications and data points.</p>	<p>The COTS solution will be able to maintain the following information either in a log or separate documentation:</p> <ol style="list-style-type: none"><li>1. User IDs (of all users who have access to the system)</li><li>2. Date and time stamps</li><li>3. Changes made to system configurations</li><li>4. Addition of new users</li><li>5. New users level of access</li><li>6. Files accessed (including users)</li><li>7. Access to systems, applications and data</li><li>8. Access trail to systems and applications (successful and unsuccessful attempts)</li><li>9. Security events</li></ol>
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TESTING REQUIREMENTS				
State Requirements				
Req #	Requirement Description	Criticality	Response	Example Response
<b>APPLICATION SECURITY TESTING</b>				
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the Department and State's web site and its related Data assets.	M	Systems are protected by EDR AV and vulnerability scans. Penetration testing is conducted on an annual basis.	As this is a COTS solution the components of the software that will be reviewed and tested will focus on the configuration of the system to meet the business and technical requirements of the solution.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	GP will provide reports on administrative and security controls on request and our IT contractor has the tools necessary to complete these tests.	The COTS solution has published documentation to address the technical, administrative and physical security controls available upon request.
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Working in conjunction with our programmers and IT contractor, logs for testing and login history are available for review.	This is addressed via logs associated with login attempts

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T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	All COTS formats require username/password protections. This includes the admin level for application updates, upgrades and maintenance activities, and the end users of the COTS. In addition, all staff computers are password protected and emails are encrypted. If non-compliance is discovered it will be corrected immediately.	See A2.4
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	All COTS formats require username/password protections. This includes the admin level for application updates, upgrades, and maintenance activities, and the end users of the COTS. In addition, all staff computers are password protected and emails are encrypted. If non-compliance is discovered it will be corrected immediately.  GPs' COTS including data storage and transmission is conducted within username/password protection and encryption methods.	See A2.4 and A2.16
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	GP will continue to upgrade its abilities to prevent intrusions. This includes its current and ongoing testing to prevent intrusions.	See T1.2
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	GP tests related user management applications and network accounts.	See A2.4, this process is tested each time an account is activated or de-activated

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T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Roles and privileges are authorized by the COO and IT Contractor. GP tests access to hardware (computers), COT applications and networks used.	This will be accomplished after final configuration and account creation has been completed and validated by the department
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Growth Partners maintains records of audit trail capture and analysis in addition to testing the audit trails.	The COTS solution has an internal testing plan for ensuring the audit trail logs are in place.
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Growth Partners tests input validations with specific attentions to ensure the application is protected from buffer overflows, cross-site scripting, SQL injection and unauthorized accesses.	The COTS solution has an internal testing plan and is covered contractually to protect against the items listed
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> )).	M	Growth Partners continues to test web applications prior to going live. At a minimum, OWASP standards will be met.	The COTS solution has an internal testing plan for ensuring the audit trail logs are in place.
T1.13	Provide the State with validation of 3rd party security reviews -performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	We have 3rd party vendors for conducting scans if requested.	The 3rd party scans can be provided upon request. These reports are a sub-contract component with the COTS solution being employed on this solution.

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T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	We have 3rd party vendors for conducting scans if requested.	As the COTS solution maintains FedRamp Moderate certification all testing was completed in order to maintain compliance. It is anticipated that testing of the configuration will be accomplished prior to production use.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	GP will provided a plan to move from testing to live production.	All configurations will be accomplished in a single environment and approved to be implemented on demand. No migration will be performed for this COTS solution.
<b>STANDARD TESTING</b>				
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	We have 3rd party vendors for conducting scans if requested.	See T1.14.
T2.2	The Vendor must perform application stress testing and tuning.	M	We have 3rd party vendors that can test stress loads against crashes.	See T1.14
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	GP will provided a plan to move from testing to live production.	See T1.14
T2.4	The vendor must define and test disaster recovery procedures.	M	We have 3rd party vendors to test disaster recovery procedures.	See T1.14

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HOSTING-CLOUD REQUIREMENTS				
State Requirements				
Req #	Requirement Description.	Criticality	Response	Example Response
<b>OPERATIONS</b>				
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Growth Partners uses AWS for system hosting.	See T1.14
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Growth Partners uses AWS for system hosting.	See T1.14
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Growth Partners uses AWS for system hosting.	See T1.14
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Growth Partners uses AWS for system hosting.	See T1.14
H1.5	Vendor shall monitor System, security, and application logs.	M	Growth Partners uses AWS for system hosting.	See T1.14

  
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H1.6	Vendor shall manage the sharing of data resources.	M	Growth Partners uses AWS for system hosting.	See T1.14
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Growth Partners uses AWS for system hosting.	Daily backups will be performed nightly per sub-contract with COTS solution
H1.8	The Vendor shall monitor physical hardware.	M	Growth Partners uses AWS for system hosting.	See T1.14
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Growth Partners uses AWS for system hosting and can provide access to the state upon request.	The COTS solution will be a cloud based solution accessible based on the role based access permissions configured as part of the project based on the State's requirements.
<b>DISASTER RECOVERY</b>				
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	In progress with Control Map and GP will keep up to date.  In addition, data is backed up on daily basis with back ups made every hour if changes are made within the data. This can be conducted to previous 6 months.	See T1.14
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	The disaster recovery plan is in progress with Control Map and GP and is expected to be finalized July 1, 2024.  Growth Partners rents space from AWS which meets the cited requirements.  Growth Partners, through its IT contractor, also has access to 3rd party vendors to provide necessary hardware if needed.	See T1.14

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H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	In progress with Control Map and GP will keep up to date.  In addition, data is backed up on daily basis with back ups are made every hour if changes are made within the data. This can be conducted to previous 6 months.	See H1.7
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	On daily basis, back ups are made every hour if changes are made within the data. This can be conducted to previous 6 months.	See H1.7
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	On daily basis, back ups are made every hour if changes are made within the data. This can be conducted to previous 6 months.	See H1.7
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	If the state requires tapes or other back-up media tapes, Growth Partners will secure the necessary resources.	See H1.7
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Procedures are in progress with Control Map and GP will keep up to date.	All data recovery is managed via the backup and restore process
<b>HOSTING SECURITY</b>				
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	n/a	Not applicable. Data is not stored on multiple servers.	All data is encrypted and at rest regardless of number of servers.

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H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Growth Partners follows best practices for IT security including frequent software patching, anti virus, and tests against OWASP's top ten.	All security controls are tested and addressed via the item T1.14
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Logging is enabled and logs are protected with security protocols and back-ups.	All security controls are tested and addressed via the item T1.14
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	All OS are patched and patched frequently. We are working toward NIST CSF compliance.	All security controls are tested and addressed via the item T1.14
<b>SERVICE LEVEL AGREEMENT</b>				
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Agreed, GPs' IT contractor and COTS applications will be maintained throughout the duration of the contract.	The COTS solution will be maintained, operated and supported per the contract terms.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Agreed, GPs' IT contractor and COTS applications will be maintained throughout the duration of the contract. Required improvements identified by the state will be immediately addressed.	The COTS configuration may be changed as needed to meet the State's requirements.

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H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Agreed, GPs contractor and COTS applications will be maintained throughout the duration of the contract. Required improvements identified by the state will be immediately addressed.	Since the solution is dependent upon the COTS solution proposed any replacement of the software would require a change order and amendment to the contract.
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Growth Partners uses AWS for system hosting.	This will follow the COTS solutions roadmaps for patches in alignment with item T1.14
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	GPs IT and website contractors are located in the Central Standard Time zone (CST). Through contractual obligations, they are accessible during normal business hours, CST.	The proposal will include technical support for the State between 8:30am and 5:00pm EST Monday through Friday.

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<p>H4.6</p>	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o Class C Deficiency - Software - minimal, cosmetic in nature; minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	<p>M.</p>	<p>GP acknowledges and will conform to the cited classes of deficiency:</p> <ul style="list-style-type: none"> <li>Class A Deficiency - system is not available or is not performing the function agreed upon during production go live</li> <li>Class B Deficiency - COTS configuration issue with a workaround not impacting system utilization, but requires attention to resolve manual workaround;</li> <li>Class C Deficiency - COTS configuration that has minimum impact on the function. Would be de prioritized to complete remediation on Class B and Class A deficiencies.</li> </ul>	<p>The proposed solution will be a COTS solution and thus the solution will be able to comply with the following:</p> <ul style="list-style-type: none"> <li>Class A Deficiency - system is not available or is not performing the function agreed upon during production go live</li> <li>Class B Deficiency - COTS configuration issue with a workaround not impacting system utilization, but requires attention to resolve manual workaround.</li> <li>Class C Deficiency - COTS configuration that has minimum impact on the function. Would be de prioritized to complete remediation on Class B and Class A deficiencies.</li> </ul>
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H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <p>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>b. Class B &amp; C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</p>	M	GP acknowledges and will conform to the cited classes of deficiency time tables.	The proposed solution will be able to provide response times as described herein.
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	The COTS solution will be available 24 hours a day and 7 days a week except during maintenance activities.	The COTS solution will be available 24 hours a day and 7 days a week; however support will be available as described in H4.5
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	GP employs IT and web domain contractors all of which provide regular maintenance. Maintenance windows will comply with State standards.	The COTS solution has full failover functionality allowing for maintenance to occur without impact to the business functionality.

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H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	If GP is unable to meet any uptime requirements the state will be immediately notified and informed of problem and intended solution. GP agrees to the compensation formula.	Agreed for any uptime requirement not met for the COTS solution included in the proposal.
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	GP and its contractors will track repair/maintenance activities and report out at the required intervals.	The COTS solution will not be able to provide the details identified herein. The proposed solution will be able upon request to provide documentation surrounding configurations changes that were completed in production through the change management process, see A2.19.
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	GP will provided notification within 2 business days to the State of all changes/updates and if necessary, training needed for upgrades.	Following the change management process see item A2.19 notification will be provided prior to implementation in production and training shall be performed either via in-person, video computer based training, and/or in documentation.

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SUPPORT & MAINTENANCE REQUIREMENTS				
State Requirements				
Req #	Requirement Description	Criticality	Response	Example Response
<i>SUPPORT &amp; MAINTENANCE REQUIREMENTS</i>				
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	GP employs IT related contractors and/or providers. Their services will be afforded to the state for the duration of the contract including extensions.	Agreed
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	As needed, IT and the web domain contractor resources will be used to conduct upgrades and fixes to the systems.	Based on assigned deficiencies the support team will resolve the issue and obtain acceptance following standard change management practices.
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	As part of the regularly scheduled reporting to DHHS, available IT related updates, maintenance activities, system upgrades will be included.	These documents will be provided based on their availability from the third-party COTS solution.
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	In conjunction with S1.6, the eight listed items will be included within the reporting of any deficiencies.	Agreed

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Exhibit B-1 DOIT Workbook

S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	GP will develop a standard documentation form that communicates tasks S1.1 - S.1.9 for all reported deficiencies.	The proposed solution and support will be able to diagnose root cause as needed as well as problem management to address repeat calls or configuration issues.
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Understood	agreed
S1.16	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Growth Partners uses AWS for system hosting.	See H4.8

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PROJECT MANAGEMENT				
State Requirements				
Req #	Requirement Description	Criticality	Response	Example Response
<b>PROJECT MANAGEMENT</b>				
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	GP will coordinate with the State to schedule and participate in a project kick-off meeting.	Agreed
P1.2	Vendor shall provide Project Staff as specified in the RFA.	M	Project Staff are included in the RFP proposal and specifically within Appendices D - Technical Response to Questions and Appendix E - Program Staff. Resumes, job descriptions and expected FTEs are also included.	Agreed
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than every two weeks.	M	GP provided an estimated work plan with deliverables as part of the RFP submission. Updates to the work plan will be made after 10 days of contract start date, and will be updated every two weeks after contract start state.	Agreed
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	GP will provide status reports every two weeks. While expenses incurred will be included, expenses will only be updated in conjunction with monthly invoices.	This proposal includes a weekly update for status reports that will include risks, actions, decisions. A monthly financial expense report will be provided.

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Exhibit B-1 DOIT Workbook

P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper).	M	GP will maintain documentation of plan schedules, plans, status reports and correspondence related to the project. Documentation will be available to the state at agreed upon intervals or upon request. Documentation format will typically be provided in Microsoft applications (Word, Excel, etc.) or other user friendly applications. GP also uses white board technologies for which the state will be granted access.	This proposal includes standard project management principles and deliverables to include schedules, plans, reports, risks, actions, issues, decisions and financials and we can support utilizing the State project management solution or provide our own at the State's direction.
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M	GP has identified a Director for the project and will be employed at 1.0 FTE toward the project. The person identified has accepted the position as a contingent hire. If awarded the contract, the contingent hire will begin employment prior to the contract start date to become orientated to GP processes.	Agreed
P1.7	The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Plan of Operations. Virtual meetings may be permitted if approved by DHHS.	M	GPs' Director for the project will meet in-person for all quarterly meetings. Other relevant key staff can also attend, but will request virtual attendance.	All staff will be work remotely for the duration of this contract
P1.8	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	GPs Director for the project will host other meetings designated by DHHS and create agendas for each within the constraints of the budget.	Agreed

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Exhibit B-1 DOIT Workbook

P1.9	Meeting minutes will be documented and maintained electronically by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well.	M	GP will provide a standardized meeting agenda and standardized format to document minutes for all meetings. This will include key decisions, documented issues that are closed, active, and pending. Minutes will be made available within 24 hours of meeting closure.	Agreed.
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**New Hampshire Department of Health and Human Services  
Certifying Body for NH Recovery Residences**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Other funds (Governor Commission).
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
3. 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 C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) 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 net any other revenue received towards the services billed in fulfillment of this agreement.
  - 4.6. Includes information requested by the Department verifying allocation or offset based on revenue received.
  - 4.7. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.8. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dbhinvoicesbdas@dhhs.nh.gov](mailto:dbhinvoicesbdas@dhhs.nh.gov) or mailed to:  
  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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**New Hampshire Department of Health and Human Services  
Certifying Body for NH Recovery Residences  
EXHIBIT C**

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6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7. Completion Date.
7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.

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**New Hampshire Department of Health and Human Services  
Certifying Body for NH Recovery Residences  
EXHIBIT C**

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- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1, Budget

New Hampshire Department of Health and Human Services				
Contractor Name: <i>Growth Partners, LLC</i>				
Budget Request for: <i>Certifying Body for NH Recovery Residences</i>				
Indirect Cost Rate (if applicable) 10.00%				
Line Item	Program Cost - Funded by DHHS SFY 25	Anticipated Revenue from Fees SFY 25	Program Cost - Funded by DHHS SFY 26	Anticipated Revenue from Fees SFY 26
1. Salary & Wages	\$214,050	\$18,182	\$220,472	\$22,727
2. Fringe Benefits	\$0	\$0	\$0	\$0
3. Consultants	\$15,600	\$0	\$11,000	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0	\$0
5.(e) Supplies Office	\$4,325	\$0	\$3,000	\$0
6. Travel	\$8,000	\$0	\$8,000	\$0
7. Software	\$9,000	\$0	\$9,000	\$0
8. (a) Other - Marketing/ Communications	\$4,450	\$0	\$4,450	\$0
8. (b) Other - Education and Training	\$2,000	\$0	\$2,000	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0
<i>Other (Current Expenses)</i>	\$14,800	\$0	\$14,300	\$0
<i>Other (Occupancy)</i>	\$2,500	\$0	\$2,500	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	<b>\$272,725</b>	<b>\$18,182</b>	<b>\$272,722</b>	<b>\$22,727</b>
<b>Total Indirect Costs</b>	<b>\$27,273</b>	<b>\$1,818</b>	<b>\$27,272</b>	<b>\$22,723</b>
<b>Subtotals</b>	<b>\$299,998</b>	<b>\$20,000</b>	<b>\$299,994</b>	<b>\$25,000</b>
			<b>TOTAL Program Cost - Funded by DHHS</b>	<b>\$599,992</b>

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Contractor Initials: \_\_\_\_\_

5/15/2024

Date: \_\_\_\_\_

## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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#### A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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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.

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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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.

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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

#### B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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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

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**New Hampshire Department of Health and Human Services**

**Exhibit D**

**DHHS Information Security Requirements**

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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.

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### Exhibit D

### DHHS Information Security Requirements

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- 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;

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### Exhibit D

### DHHS Information Security Requirements

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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

Contractor initials 

Date: 5/15/2024



New Hampshire Department of Health and Human

Exhibit E

**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
  - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable; as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including ~~but not~~

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, according to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard;
  - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
  - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

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

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov) after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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Business Associate Agreement  
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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved; including the types of identifiers and the likelihood of re-identification;
  - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
  - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
  - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
  - h. Within ten (10) 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 BAA and the Agreement.
  - i. 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.
  - j. 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.
  - k. Business Associate shall document any disclosures of PHI and information related to any 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.
  - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
  - n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:  
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations <sup>used</sup>

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Growth Partners, LLC

The State

Name of the Contractor

DocuSigned by:

DocuSigned by:

Katja S. Fox

Jeff Barr

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Jeff Barr

Name of Authorized Representative

Name of Authorized Representative

director

COO

Title of Authorized Representative

Title of Authorized Representative

5/15/2024

5/15/2024

Date

Date

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