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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
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October 1, 2018

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

REQUESTED ACTIONS

- (1) Contingent upon approval and directly related to Requested Action (2) below, authorize the Department of Health and Human Services, Sununu Youth Services Center, to enter into a lease agreement with Granite Pathways, Inc. Vendor #228900, 10 Ferry Street, Suite 319, Concord, New Hampshire 03301, for premises located at 1056 North River Road in Manchester, New Hampshire, 03104 upon the date of Governor and Executive Council approval, or November 1, 2018, whichever date is later, through October 31, 2022. Rent paid to the Department in support this request will be deposited into the following account for State Fiscal Years 2019, 2020, 2021, 2022, and 2023.
- (2) Contingent upon approval of and directly related to Requested Action (1) above, authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a service agreement with Granite Pathways, Inc. Vendor #228900, 10 Ferry Street, Suite 319, Concord, New Hampshire 03301, to provide residential adolescent substance use disorder treatment services, effective upon the date of Governor and Executive Council approval, or November 1, 2018, whichever date is later, through October 31, 2022.

010-092-9205-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

SFY	Revenue Receipt Account No.	Class Title	Rent Amount Due
2019	403596	Other Leases/Services Income	\$374,000
2020	403596	Other Leases/Services Income	\$374,000
2021	403596	Other Leases/Services Income	\$374,000

2022	403596	Other Leases/Services Income	\$374,000
		TOTAL	\$1,496,000

EXPLANATION

The Department submits both requested actions in response to the legislative mandates included in HB 517, Chapter 156:166, Laws of 2017, Budget Trailer Bill. As required by this legislation, the Department renovated excess capacity at the Sununu Youth Services Center in Manchester, New Hampshire for the operation of a residential facility to provide substance use disorder treatment and recovery services for adolescents ages twelve (12) through eighteen (18). This legislation specifically states that the facility must be operated by a non-governmental entity.

Requested Action (1) allows the Department to enter into a lease agreement with Granite Pathways, Inc. Pursuant to the terms of the lease agreement, Granite Pathways, Inc. will pay the Department monthly rent to occupy three (3) designated floors of the Sununu Youth Services Center, each consisting of twelve (12) bedrooms for a total of thirty-six (36) bedrooms. The rent will be applied to maintenance and utility expenses for the premises defined in the lease agreement. Additionally, the lease agreement defines the building maintenance and services, as well as optional food and laundry services offered by the Department. On August 31, 2018, the Council on Resources and Development (CORD) voted to recommend approval of the lease agreement. On September 5, 2018, the Long Range Capital Planning and Utilization Committee (LRCPU) granted conditional approval of the agreement, contingent upon submission of a fully executed lease with no material changes as reviewed by the Office of Legislative Budget Assistant. On September 28, 2018, the Legislative Budget Assistant sent a letter to LRCPU, indicating that it conducted a comparative review of the lease documents and that the Committee's contingent approval was satisfied, as no material changes were made. Copies of all required letters of approval are attached.

Requested Action (2) allows the Department to enter into a service agreement with Granite Pathways, Inc. to provide residential adolescent substance use disorder treatment services for up to thirty-six (36) clients at the premises defined in the lease agreement in Requested Action (1). This residential treatment option will align with the Resiliency and Recovery Oriented Systems of Care (RROSC) through the Continuum of Care model that engages adolescents, youth and their families and coordinates with the System of Care as outlined in RSA 135-F. Services will assist adolescents in overcoming substance misuse and other mental health and behavioral challenges that may inhibit their successful achievement of recovery. Treatment will support clients with their transition from adolescence to adulthood in a manner that builds upon their strengths and needs as well as those of their families. The vendor will support the delivery of services by billing Medicaid, commercial insurers, and other third-party payors for services provided.

Substance use disorder treatment and recovery support services are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities. In 2017, New Hampshire had 395 opioid-related deaths, 2,774 emergency naloxone (Narcan) administrations, and 6,684 emergency department opioid-related visits. New Hampshire is ranked as having the third highest overdose rate in the country at 39 individuals per 100,000 of the population. Currently, the state of New Hampshire is experiencing an increase in the need for substance use disorder treatment and recovery support services for adolescents and it does not have the capacity to meet the demand for these essential services.

Granite Pathways, Inc. has been determined to be qualified to provide residential substance use disorder treatment and recovery services for adolescents and their families in an effective manner that will help mitigate the negative impacts of substance misuse. Granite Pathways was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department's web site from March 6, 2018 through April 10, 2018, and a bidder's conference was held on March 20, 2018.

The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals. The Bid Summary is attached.

As referenced in the Request for Proposals, Exhibit C-1 of the service agreement, and section three (3) of the lease agreement, the lease agreement and service agreement may be extended for up to four (4) additional year(s), contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

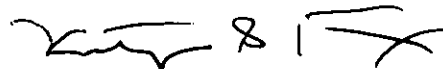
- Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care of interim services, within 10 business days following the eligibility screening;
- Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module;
- Performance will be measured against an established baseline to ensure services are mitigating the negative impacts of substance use and that there are demonstrable improvements in reported National Outcome Measures;
- Client access to services and program completion or transfer to other treatment provider;
- Client reports of abstinence from substance use;
- Client reports of increased or retained employment or reports of returning to or staying in school;
- Client reports of no arrests;
- Client reports of obtaining stable housing;
- Client reports of engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups.

Should the Governor and Executive Council not authorize these Requests, the Department will not be in compliance with HB5 17 and access to critical residential substance use disorder treatment services for New Hampshire's youth will be significantly diminished.

Area served: Statewide.

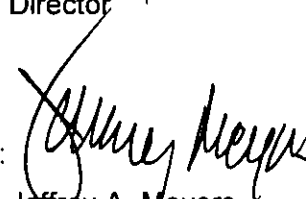
Funding: No federal or state funds will be provided to Granite Pathways, Inc.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

**Residential Adolescent Substance Use
Disorder Treatment Services**

RFP-2018-BDAS-11-RESID

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Easter Seals NH
2. Granite Pathways

Pass/Fail	Maximum Points	Actual Points
	700	317
	700	624

1. Erica Ungarelli, Director, Bureau of Children's Behavioral Health
2. Jamie Powers, Clinical & Recovery Svcs Admin II, BDAS
3. Beth E. Kelly, Financial Administrator II
4. Abby Shockley, Senior Policy Analyst, Substance Use Services
5. Brady Serafin, Community & Family Support Admin SYSC

New Hampshire Council on Resources and Development


NH Office of Strategic Initiatives
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Jeffrey A. Meyers, Commissioner
NH Department of Health and Human Services (DHHS)
(Via email to Jeffrey.Meyers@dhhs.nh.gov)

FROM: Michael Klass, Principal Planner 
NH Office of Strategic Initiatives

DATE: August 31, 2018

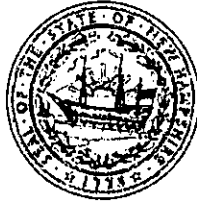
SUBJECT: Surplus Land Review, SLR 18-006 (Manchester)

On August 31, 2018, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application:

Request from DHHS to lease excess capacity at the Sununu Youth Services Center to a non-governmental entity that will operate a Residential Adolescent Substance Use Disorder Treatment Facility through an agreement with the Department, pursuant to HB 517.

At such time, CORD members voted to **RECOMMEND APPROVAL OF SLR 18-006** (Manchester).

cc: Melissa St. Cyr, Department of Health and Human Services
(Via email to Melissa.St.Cyr@dhhs.nh.gov)
David Clapp, Department of Health and Human Services
(Via email to David.Clapp@dhhs.nh.gov)
Jared Chicoine, NH Office of Strategic Initiatives
(Via email to Jared.Chicoine@osi.nh.gov)
Long Range Capital Planning and Utilization Committee
(Via email to pam.ellis@leg.state.nh.us)



LRCP 18-036

MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-3161

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

September 5, 2018

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
129 Pleasant Street
Concord, New Hampshire 03301

Dear Commissioner Meyers,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on September 5, 2018, conditionally approved the request of the Department of Health and Human Services, for approval of a four-year lease agreement, with a four-year renewal provision, for premises located at the Sununu Youth Services Center, 1056 North River Road, Manchester, New Hampshire, contingent upon submission of a fully executed lease agreement with no material changes as reviewed by the Legislative Budget Assistant, and further waive the \$1,100 Administrative Fee, as specified in the request dated September 4, 2018.

Sincerely,

Christopher M. Shea
Deputy Legislative Budget Assistant

CMS/pe
Attachment

Cc: David Clapp, Director of Finance & Support Operations
New Hampshire Hospital



MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-3161

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

September 28, 2018

The Honorable John Graham, Chairman
Long Range Capital Planning and Utilization Committee
Legislative Office Building, Room 201
Concord, NH 03301

Dear Chairman Graham,

On September 5, 2018, the Long Range Capital Planning and Utilization Committee (LRCPU) approved item LRCP 18-036 from the Department of Health and Human Services relative to the approval of a four-year lease agreement for premises located at the Sununu Youth Services Center. Said approval was made contingent upon submission of a fully executed lease with no material changes as reviewed by the Office of Legislative Budget Assistant.

On September 28, 2018, our Office received the fully executed lease and conducted a comparative review of the document alongside the preliminary document submitted to the Committee under LRCP 18-036. Based on our review, we conclude there are no material changes between the two documents and the terms of the Committee's contingent approval have been satisfied.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane
Legislative Budget Assistant

Cc: Jeffrey A. Meyers, Commissioner, Department of Health and Human Services



Lease Agreement

This Lease Agreement is agreed upon in conjunction with the Service Agreement entered into by and between the State of New Hampshire, Department of Health and Human Services and Granite Pathways for Residential Adolescent Substance Use Disorder Treatment Services (RFP-2018-BDAS-11-RESID), (hereinafter referred to in this Lease Agreement as "the Service Agreement.")

1. Parties to the Lease:

This indenture of Lease is made by the following parties:

- 1.1 The Lessor, (hereinafter referred to as the "Landlord") is: THE STATE OF NEW HAMPSHIRE, acting by and through its Commissioner of:

Department Name: Department of Health and Human Services, Sununu Youth Services Center

Address: 129 Pleasant Street, Concord, NH 03301

Street Address: 1056 North River Road, Manchester, NH 03104

Telephone Number: (603) 625-5471

- 1.2 The Lessee (hereinafter referred to as the "Tenant") is:

Name: Granite Pathways, Inc.

State of Incorporation: New Hampshire

Corporate Address: 633 Third Avenue – Sixth Floor, New York, NY 10017

Local Address: 10 Ferry Street – Suite 319, Concord, NH 03301

2. Demise of the Premises: For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 1056 North River Road, Wing H, Manchester, New Hampshire.

The demise of the Premises consists of 25,542 rentable square footage.

"Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenant's exclusive use, together with a site plan showing all entrances to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file at the Department, and shall be deemed as part of this Lease Agreement.



The Tenant acknowledges that the Premises are located in a separate Wing of the Sununu Youth Services Center, which is in the same building where the Landlord operates the secure Youth Detention Services Unit. Landlord and Tenant shall meet before accepting admissions, and as often as required by the Director of the Sununu Youth Services Center (or his or her designee), to schedule and coordinate the use of all common areas (identified and defined in the Demise Documentation), to ensure that Tenant's staff and residents have no contact with the individuals served by the secure Youth Detention Services Unit. The Tenant's use of the Premises shall not interfere with the Landlord's operation of the secure Youth Detention Services Unit. Both parties understand that Tenant must have limited access to the Common Areas in order to fulfill the obligations of the Service Agreement and any failure by either party to agree on reasonable use of the Common Areas shall be grounds for termination of this Lease.

3. Effective Date; Term; Extensions; and Conditions upon Commencement:

- 3.1. **Effective Date:** The effective dates of this Lease Agreement shall be: Commencing on the 1st day of November in the year 2018 or the date of occupancy, which shall be no later than November 15, 2018, and ending on the 31st day of October in the year 2022, unless terminated sooner in accordance with the provisions hereof and the Service Agreement.
- 3.2. **Occupancy Term:** Occupancy of the Premises and commencement of rental payments shall be for a term (hereinafter called the "Term") of four years commencing on the Effective Date and ending on October 31, 2022, unless sooner terminated in accordance with the provisions hereof and the Service Agreement.
- 3.3. **Extension of Term:** In accordance with Exhibit C-1 of the Service Agreement, the Tenant has the option to extend the Term of this Lease, with the Landlord's written consent, upon the same terms and conditions as set forth herein for the same term as any extension of the Service Agreement.
- 3.4. **Conditions of the Commencement and Extension of Term:**
 - 3.4.1. Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties that this Lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its approval by the Governor and Executive Council. In the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval.
 - 3.4.2. Notwithstanding sections 3.1 and 3.2 above, any breach or termination of the Service Agreement by the Tenant constitutes a material breach of the Lease Agreement, permitting the Landlord to terminate the Lease Agreement in accordance with the terms of the Service Agreement. The Lease Agreement and the Service Agreement run concurrently and will terminate on the same date.
 - 3.4.3. The Landlord confirms that to the best of its knowledge the ground level of the Premises conforms with the Americans with Disabilities act (ADA) and that the Premises complies with all program access required by the ADA.



4. Rent:

4.1. During the Term, and any extended Term, the Tenant shall pay the Landlord annual rent payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment is due and payable on the following date: the 10th day of November in the year 2018 and subsequent payments shall be due by the tenth day of the month in which the payment is due. The rent due and payable for each year of the Term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, is set forth in the Schedule of Payments, which is attached hereto and incorporated herein as "Exhibit A." Landlord shall present an invoice for the next month's rent to Tenant at least ten (10) days prior to the first calendar day in which the rent will be due.

4.1.3. Taxes and other Assessments: the Landlord shall be responsible for, and pay for all taxes and other assessment(s) applicable to the Premises.

5. Utilities and Furnishings:

5.1. The Landlord shall, at its sole expense, furnish all of the following utilities to the Tenant: heat, water and sewer services, HVAC ("air conditioning") and electricity.

5.2. The Landlord shall include the following furnishings, which shall be in good condition:

5.2.1. A total of three (3) sofas, ten (10) tables and forty (40) chairs.

5.2.2. For each of the thirty-six (36) bedrooms: a desk, a desk chair, a bedframe, a mattress and a pillow.

5.2.3. Three office desks for offices located on the ground floor.

5.3. Any built in furnishings will remain on the Premises at the termination of the lease.

5.4. Tenant shall be solely responsible for maintenance, repair and replacement of the furnishings provided for the Tenant's use in Section 5.2 above.

6. Other Required Services:

6.1. The Tenant is required to provide food and laundry services for clients in accordance with Section 7, Facilities, of the Service Agreement.

6.2. The Tenant may utilize the Landlord's laundry and food services as follows:

6.2.1. Laundry services;

6.2.1.1. At the rate of \$5 (five dollars) per client, per week, based on the average number of clients as determined by a weekly census;

6.2.2. Food services;



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- 6.2.2.1. At the rate of \$15 (fifteen dollars) per client, per day, based on a daily census of the number of clients counted at midnight and the number of clients discharged between noon and midnight. Food service choices served to Tenant's clients shall be at the sole option of the Landlord and shall be the same as are provided to any residents of the Landlord in the Sununu Youth Detention Center.
- 6.2.2.2. All food shall be delivered to the Tenant's Premises by the Landlord at agreed upon times.
- 6.3. The Tenant may discontinue the laundry and food services provided by the Landlord by providing 30 (thirty) days written notice to the Landlord. The Landlord may discontinue the laundry and food services provided to the Tenant by providing 30 (thirty) days written notice to the tenant.
- 6.4. Rates for laundry and food services are valid through June 30, 2019 and are subject to annual review and adjustment.
7. Maintenance and Repair:
- 7.1. **General Provisions:** The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises. The Landlord shall, at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including HVAC systems, any "common" building spaces such as parking areas, and walkways which provide access to the Premises. The Landlord shall not provide any janitorial or cleaning services to the Tenant. Landlord shall make all routine repairs within seventy-two (72) hours or as soon as practicable, and all emergency repairs within twelve (12) hours or as soon as practicable. Emergency repairs shall be defined as those repairs necessary to the health and safety of the residents and staff.
- 7.2. **Snow Plowing and Removal:** The Landlord shall make best efforts to provide ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal will be provided prior to Tenant's normal working hours, however, additional work will be provided as needed during the Tenant's working hours if ice accumulates or if more than a two (2) inch build-up of snow occurs. Best efforts will be made to provide and maintain bare pavement at all times.
- 7.3. **Maintenance and Repair of Lighting, Alarm Systems, and Exit Signs:** Maintenance of the Premise includes the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's Office and/or the requirements of the National Fire Protection Agency. Said systems and fire extinguishers will be tested as required and any deficiencies corrected.



8. **Insurance:** During the Occupancy Term and any extension thereof, the Tenant shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or any assignee to obtain and maintain in force, the following insurance with respect to the Premises: (A) Comprehensive general liability insurance insuring the Tenant against liability for all claims of bodily injury, personal injury, death and property damage (including loss of use of property) occurring on (or claimed to have occurred on) in or about the Premises, including contractual liability. Such insurance is to provide minimum insured coverage conforming to: General liability coverage of not less than three million (\$3,000,000) per occurrence and not less than five million (\$5,000,000) general aggregate, with coverage of excess/umbrella liability of not less than three million (\$3,000,000). The initial amount of insurance will be subject to periodic increases reasonably specified by the Landlord based upon inflation, increased liability awards, recommendations of the Landlord's professional insurance advisors, and other relevant factors. The liability insurance obtained by the Tenant under this Lease Agreement will (1) be primary and (2) insure the Tenant's obligations to the Landlord hereunder and (3) list the Landlord as a named additional insured. The amount and coverage of such insurance will not limit the Tenant's liability nor relieve the Tenant of any other obligation under this Lease. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Landlord of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Landlord no less than ten (10) days prior written notice of cancellation or modification of the policy. The Tenant shall deposit with the Landlord certificates of insurance for all insurance required under this Lease Agreement (or for any extension thereof) no later than the date set forth in Section 3.2 Occupancy Term herein. In no instance shall the Tenant commence occupancy or payment of rent prior to providing the certificate(s) of insurance to the Landlord. During the Occupancy Term, the Tenant shall furnish the Landlord with certificate(s) of renewal(s) of insurance required under this Lease Agreement no later than fifteen (15) days prior to the expiration date of each policy.

8.1 **Worker's Compensation Insurance:** Worker's Compensation Insurance in the statutory amount covering all employees of the Tenant employed at or performing services at the Premises, in order to provide the statutory benefits required by the laws of the State of New Hampshire.



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- 8.2 **Personal Property Insurance:** Personal Property Insurance covering leasehold improvements and the Tenant's personal property and fixtures from time to time in, on, or at the Premises, in an amount not less than 100% of the full replacement cost, without deduction for depreciation, providing protection against events protected under "All Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief. Any proceeds from the Personal Property Insurance will be used for the repair or replacement of the property damaged or destroyed. If the Premises are not repaired or restored in accordance with this Lease, the Landlord will receive any proceeds from the personal property insurance allocable to the Tenant's leasehold improvements.
9. **Indemnity:** To the fullest extent permitted by law, the Tenant hereby waives all claims against the Landlord and its directors, officers, employees, agents, affiliates, and subcontractors (collectively, the "Indemnitees") for damage to any property or injury to or death of any person in, upon or about the Premises arising at any time and from any cause. The Tenant shall hold Indemnitees harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses, including reasonable attorney's fees, for damage to any property or injury to or death of any person arising from the use or occupancy of the Premises by the Tenant or persons claiming under the Tenant, except such as is caused by the acts or omissions of the Indemnitees. This paragraph does not apply to claims arising from the Landlord's maintenance and repair of the Premises, in accordance with Section 7 of this Lease Agreement.
10. **Manner of Use:** The Tenant will use the Premises only for the purposes described in Exhibit A: Scope of Work, of the Service Agreement. Any use of the Premises outside the scope of the Service Agreement will require prior written consent from the Landlord. If the Service Agreement is terminated, this Lease Agreement will also be terminated, effective on the date of termination of the Service Agreement. The Tenant will not cause or permit the Premises to be used in any way which (a) constitutes a violation of any Legal Requirements (as defined below), (b) constitutes a nuisance or waste or will invalidate any insurance carried by the Landlord. The Tenant will take all actions necessary to comply with all applicable Federal, State or local statutes, ordinances, notes, regulations, orders, recorded declarations, covenants and requirements (collectively, "Legal Requirements") regulating the use by the Tenant of the Premises, including, without limitation, the Occupational Safety and Health Act and the Americans With Disabilities Act.



11. **Environmental Requirements:** The Tenant will not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by the Tenant, its agents, employees, contractors, or invitees that were not present on the Premises on the commencement of the Term without (a) the prior written consent of the Landlord, and (b) complying with all applicable Legal Requirements pertaining to the transportation, storage, use or disposal of such Hazardous Material (collectively, "Environmental Laws"), including, but not limited to, obtaining proper permits. The Landlord is entitled to take into account such other factors or facts the Landlord deems reasonably relevant in granting or withholding consent to the Tenant's proposed activity with respect to Hazardous Material.
- 11.1. If the Tenant's transportation, storage, use or disposal of Hazardous Materials results in the contamination of the soil or surface or ground water, release of a Hazardous Material or loss or damage to person(s) or property or the violation of any Environmental Law, then the Tenant agrees to: (a) notify the Landlord immediately of any contamination, claim of contamination, release, loss or damage, (b) after consultation with the Landlord, clean up the contamination in full compliance with all Environmental Laws and (c) indemnify, defend and hold the Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorney's fees and costs, arising from or connected with any such contamination, claim of contamination, release, loss or damage. The Tenant will fully cooperate with the Landlord and provide such documents, affidavits and information as may be requested by the Landlord (a) to comply with any Environmental Law, (b) to comply with the request of any lender, purchaser or the Tenant, and/or (c) as otherwise deemed reasonably necessary by the Landlord in its discretion. The Tenant will notify the Landlord promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Premises which is required to be reported to a governmental authority under any Environmental Law, will promptly forward to the Landlord copies of any notices received by the Tenant relating to alleged violations of any Environmental Law, will promptly pay when due any fine or assessment against the Landlord, the Tenant or the Premises and remove or bond any lien filed against the Premises relating to any violation of the Tenant's obligations with respect to Hazardous Material.
- 11.2. "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or hereafter regulated under any Legal Requirements, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are found to have adverse effects on the environment or the health and safety of persons; provided, however, "Hazardous Material" does not include any de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements.



- 11.3. The Landlord will have the right, but not the obligation, without in any way limiting the Landlord's other rights and remedies under this Lease, to enter upon the Premises, or to take such other actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any Hazardous Material or contamination by Hazardous Material present on, in, at, under or emanating from the Premises in violation of the Tenant's obligations under this Lease or under any laws regulating Hazardous Material or that the Tenant is liable under this Lease to clean up, remove or remediate. The Landlord will have the right, at its election, in its own name or as the Tenant's agent, to negotiate, defend, approve and appeal, at the Tenant's expense, any action taken or order issued by any governmental agency or authority against the Tenant, the Landlord or the Premises relating to any Hazardous Material or under any related law or the occurrence of any event or existence of any condition that would cause a breach of any of the covenants set forth in this Section.
- 11.4. If the Landlord determines in good faith that a new release or other environmental condition may have occurred for the first time during the Term, at the Tenant's cost, the Landlord may require an environmental audit of the Premises by a qualified environmental consultant. The Tenant will, at its sole cost and expense, take all actions recommended in such audit to remediate any environmental conditions for which it is responsible under this Lease.
- 11.5. Pursuant to applicable law, the Tenant is hereby notified as follows: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings worldwide. Additional information regarding radon and radon testing may be obtained from State health officials.
12. The Landlord's Access to the Premises: The Landlord or its agents may enter the Premises, upon twenty-four (24) hours' notice to the Tenant (except in the case of an emergency), to show the Premises to potential buyers, investors or the Tenants or other parties, for routine property inspections and maintenance, or for any other purpose the Landlord deems reasonably necessary.
- 12.1. Tenant acknowledges and agrees that during any emergency situation, the Landlord shall have immediate access to the Premises.
13. Outside Areas: "Outside Areas" means all areas within the Premises which are outside of the Building envelope, as defined in the Demise Documentation. The Tenant will have the right to use the Outside Areas for the purposes intended, subject to such reasonable rules and regulations as the Landlord may establish or modify from time to time and which shall not unreasonably interfere with Tenant's ability to operate the program set forth in the Service Agreement. The Tenant agrees to abide by all such rules and regulations and to use its best efforts to cause others who use the Outside Areas with the Tenant's express or implied permission to abide by the rules and regulations, which shall be provided to Tenant. At any time, the Landlord may close any Outside Areas to perform any acts as, in the Landlord's reasonable judgment, are desirable to maintain or improve the Building. The Tenant will not interfere with the rights of the Landlord, or any other person entitled to use the Outside Areas.



14. Condition and Maintenance of Premises: Subject to the Tenant's right to a full inspection before taking occupancy, the Tenant hereby accepts the Premises in its present condition, "AS IS", "WHERE IS", and "WITH ALL FAULTS", subject to all Legal Requirements. The Tenant acknowledges that neither the Landlord nor any agent of the Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for the Tenant's intended use. The Tenant represents and warrants that the Tenant has made its own inspection of and inquiry regarding the condition of the Premises and is not relying on any representations of the Landlord or any broker with respect thereto. The Building and the Outside Areas shall be maintained in at least the condition which exists upon the execution of this Lease, which tenant acknowledges is in newly renovated condition, subject to wear and tear from reasonable use.
15. Alterations, Additions and Improvements: The Tenant may not make any installations, alterations, additions, or improvements or major repairs in or to the Premises without obtaining the Landlord's prior written consent. All work will be performed in accordance with plans and specifications approved in advance by the Landlord. The Tenant will procure all necessary permits and licenses before undertaking any work on the Premises and will perform all work consistent with acceptable industry standards employing materials of good quality and in conformity with all applicable Legal Requirements. Nothing contained in this Lease shall authorize the Tenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reservation or other estate of the Landlord, or of any interest of the Landlord in the Premises or any improvements thereof; it is agreed that should the Tenant cause any alterations, changes, additions, improvements or repairs to be made in the Premises, or cause materials to be furnished or labor to be performed therein, neither the Landlord nor the Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof. No liens or mortgages shall be permitted with respect to the Premises. The filing of a lien or mortgage against the Premises shall be a material default hereunder. If the Tenant fails to keep this covenant, in addition to any other remedies available to the Landlord under this Lease, the Tenant agrees to pay the Landlord the sum equal to the amount of the lien thus discharged by the Landlord plus all costs and expenses, including without limitation attorney's and paralegal's fees and court costs incurred by the Landlord in discharging such lien.
16. Condition Upon Expiration of Lease Term: Upon the expiration of the Term or termination of the Lease, the Tenant will surrender the Premises to the Landlord in the condition the Premises were in at the commencement of the Lease, allowing for reasonable wear and tear. The Landlord may require the Tenant, at the Tenant's expense, to remove any alterations, additions or improvements made by the Tenant prior to the expiration of the Lease and to restore the Premises to the condition the Premises were in at the commencement of the Lease. With respect to any alterations, additions or improvements which require the Landlord's approval, the Landlord will specify if the Tenant will be required to remove the same at the time of such approval. Any work which the Tenant is not required to remove will, at the Landlord's option, become the Landlord's property and will be surrendered to the Landlord upon the expiration or earlier termination of the Lease, except that the Tenant may remove any of The Tenant's machinery or equipment which can be removed without damage to the Premises so long as the Tenant repairs any damage caused by such removal. Tenant shall remove all of its personal property and shall surrender the Premises in broom clean condition.



17. **Casualty and Condemnation:** The Tenant and the Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.
18. **Assignment:** The Tenant shall not assign or transfer this Lease Agreement by any means without the prior written consent of the Landlord, which shall not be unreasonably withheld, and only in conjunction with an agreed upon assignment of the Service Agreement. For purposes of this paragraph, a change of control shall constitute assignment. Change of Control means (a) a merger or consolidation, (b) 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 shares or similar equity interests, or combined voting power, or (c) the sale of all or substantially all of the assets. Any attempted assignment or transfer in contravention of this paragraph will be null and void.
19. **Defaults and Remedies:** In the event that the Tenant shall default in the payment of any installment of Rent or in any other covenant, agreement or obligation, including the terms of the Service Agreement, and such default shall continue for thirty (30) days after written notice thereof, then the Landlord may serve thirty (30) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such thirty (30) days, this Lease shall terminate. Upon such termination the Landlord may, without demand or notice, enter into or upon the Premises and repossess the same.
20. **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant, subject to approval by the Governor and Executive Council.
21. **No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
22. **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
23. **Meaning of "the Landlord" and "the Tenant":** Where the context so allows, the meaning of the term "the Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "the Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
24. **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
25. **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.



26. Third Parties: The parties hereto do not intend to benefit any third parties; and this agreement shall not be construed to confer any such benefit.
27. Force Majeure: Landlord shall not be liable for any delays or failures in performance of this Lease resulting from events beyond the reasonable control of such party and without fault or negligence. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
28. Signs: Tenant has the right to erect a sign or signs on the Premises identifying the Tenant, only after obtaining the written consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. The Tenant shall comply with all applicable laws and shall pay for all signs. All signs that have been provided for by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by Tenant if such repair is requested by the Landlord.
29. Sovereign Immunity: No provision of this Lease is intended to be, nor shall it be interpreted by either party to be a waiver of the State's sovereign immunity.
30. Property Management and Contact Persons:
- 30.1 Property Management: The Landlord shall employ and/or identify a property manager or management team for the Premises who shall be responsible for addressing maintenance of the Premises. The Landlord's Property Management Contact Person is designated as follows:
- Name: Rhonda Henault (primary); David Clapp (secondary)
- Title: Interim Director; Director of Facilities
- Address: 1056 North River Rd., Manchester, NH 03104
- Phone Number: (603) 625-5471
- Email Address: Rhonda.Henault@dhhs.nh.gov; David.Clapp@dhhs.nh.gov
- 30.2 Tenant's Contact Person: The Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all concerns regarding maintenance of the Premises to the Landlord's Property Management Contact Person. The Tenant's Contact Person is designated as follows:
- Name: Donna Keefe
- Title: _____
- Address: 10 Ferry Street, Concord, NH 03301
- Phone Number: (603) 931-3709
- Email Address: DKeefe@fedcap.org
- 30.3 During the Term, each party shall issue written notification to the other of their contact person(s) changes and shall provide updated contact information at the time of said notice.

New Hampshire Department of Health and Human Services
Lease Agreement with Granite Pathways



31. Notice: Notwithstanding the provisions of Section 30 above, any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addressed provided in Section I herein.

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

THE LANDLORD:

The State of New Hampshire, acting through the Commissioner of the Department of Health and Human Services, Sununu Youth Services Center

By: *Jeffrey A. Meyers*
Jeffrey A. Meyers, Commissioner

9/28/18
Date

THE TENANT:

Granite Pathways, Inc.

By: *Kenneth Breznoff*
Name: *Kenneth Breznoff*
Title: *General Counsel*

9/28/18
Date

New York
STATE OF NEW HAMPSHIRE
COUNTY OF *New York*

The foregoing instrument was acknowledged before me on this 28th day of September, 2018 by Kenneth Breznoff.

Amy Reisner
Notary Public/Justice of the Peace
My Commission Expires: 12/28/21



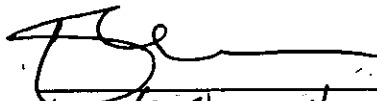
New Hampshire Department of Health and Human Services
Lease Agreement with Granite Pathways



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

DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

10/1/18
Date


Name: Gordon MacDonald
Title: Attorney General

I hereby certify that the foregoing Lease Agreement 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:



SCHEDULE OF PAYMENTS

Four Year Lease Proposal	Monthly Payment	Yearly Payment
Year 1	\$31,166.67	\$374,000.00
Year 2	\$31,166.67	\$374,000.00
Year 3	\$31,166.67	\$374,000.00
Year 4	\$31,166.67	\$374,000.00
Total Four Year Lease Term		\$1,496,000.00

Total Square Footage: 25,542 – Price per Square Foot = \$14.6425

ADDITIONAL PAYMENTS:

Pursuant to Section 6 of this Lease Agreement and Section 7 of the Service Agreement, the Tenant shall pay the Landlord for the cost of all food services and laundry services if supplied by the Landlord.

The Landlord shall submit an invoice to the Tenant which identifies and requests reimbursement for expenses incurred in the prior month. The Tenant shall make payment to the Landlord within thirty (30) days of receipt of each invoice. The final invoice shall be due to the Landlord no later than thirty (30) days after the Lease Agreement terminates.

PAYMENT INFORMATION:

The Tenant shall submit all payments due under the Lease Agreement to the Landlord at the following address:

NH Department of Health and Human Services
Attn: Finance
129 Pleasant Street
Concord, NH 03301

RSS

9/28/18

Subject: RFP-2018-BDAS-11-RESID

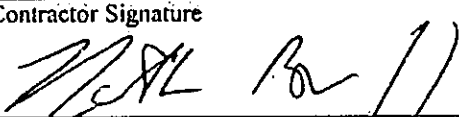
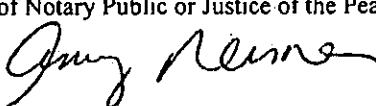
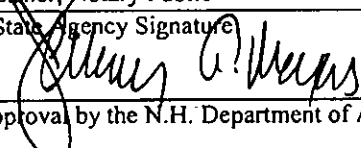
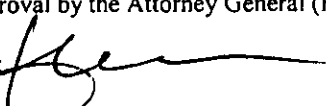
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Granite Pathways, Inc.		1.4 Contractor Address 633 Third Avenue - Sixth Floor, New York, NY local - 10 Ferry Street-Suite 319, Concord, NH 03301	
1.5 Contractor Phone Number Primary: (603) 493-9751 Secondary: (603)-968-3810	1.6 Account Number N/A	1.7 Completion Date October 31, 2022	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9331	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth Brezenoff, General Counsel	
1.13 Acknowledgement: State of New York, County of New York On 10/1/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 2px dashed black; padding: 5px; text-align: center;"> AMY REISNER Notary Public - State of New York NO. 01RE6215281 Qualified in Kings County My Commission Expires 12/28/21 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Amy Reisner, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey Mercus, Commissioner, DHHHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/1/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials KSSB
Date 10/1/18

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall operate a thirty-six (36) bed Residential Adolescent Substance Use Disorder Treatment facility, pursuant to recently enacted legislation.
- 1.2. The Contractor has entered into a Lease Agreement with the Department for premises located at 1056 North River Road, Manchester, New Hampshire, as defined in the Demise Documentation of the Lease Agreement, where the Contractor will provide the Residential Adolescent Substance Use Disorder Treatment required under this Service Agreement.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.5. The Contractor shall provide services to eligible clients who:
 - 1.5.1. Are aged twelve (12) to eighteen (18) years;
 - 1.5.2. Have been diagnosed with a substance use disorder; and
 - 1.5.3. Require the level of care being provided based on ASAM criteria.
- 1.6. The Contractor shall receive permission of the court, for any adolescent requiring such permission, prior to admittance to the program.
- 1.7. The Contractor shall provide services to clients facing barriers to program entry, including but not limited to:
 - 1.7.1. The client's parent's inability and/or unwillingness to pay for services; or
 - 1.7.2. The client's decision to receive confidential services pursuant to RSA 318-B:12-a; or
 - 1.7.3. The client having previously left treatment against the advice of staff; or
 - 1.7.4. The client having relapsed from an earlier treatment; or
 - 1.7.5. The client being on any class of medications, including, but not limited to opiates or benzodiazepines; or



- 1.7.6. The client having been diagnosed with a mental health disorder.
- 1.8. The Contractor shall assist pregnant adolescents when unable to admit pregnant adolescents for the needed level of care within twenty-four (24) hours by providing interim services until the appropriate level of care becomes available. Assistance shall include referral to outpatient services and local regional access point services or Regional Hub.
- 1.9. The Contractor shall work to meet the needs of clients requiring Americans with Disabilities Act (ADA) accommodations, including, but not limited to:
- 1.9.1. Accessing available program provided services, such as group therapy sessions; and,
- 1.9.2. Ensuring clients understand facility limitations.
- 1.10. The Contractor shall obtain consent from individuals receiving services prior to providing services for individuals whose age is twelve (12) years and older.
- 1.11. The Contractor shall provide Residential Treatment Services which include both Low and Medium Intensity Residential Treatment consistent with ASAM Levels 3.1 and 3.5 for adolescents.
- 1.12. The Contractor shall provide services that assist adolescents and their families in overcoming mental health, substance misuse and other behavioral challenges that may inhibit successful achievement of recovery and transitions from adolescence to adulthood.
- 1.13. The Contractor shall provide services to adolescents who present with challenging behaviors as a result of their co-occurring substance use disorder and mental health diagnoses.
- 1.14. The Contractor shall ensure programing provided incorporates services that are family driven and adolescent guided in a manner that builds upon the strengths and needs of the adolescent and the family.
- 1.15. The Contractor shall ensure that all services are adaptive, flexible and address the dynamic needs of the population served and preferably are evidence based or promising practices.
- 1.16. Web Information Technology
- 1.16.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 1.16.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
- 1.16.2.1. The WITS system is administered by the State of New Hampshire;



- 1.16.2.2. Authorized state employees have access to all information that is entered into the WITS system;
- 1.16.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 1.16.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department. Any client whose services are paid for by Medicaid or other New Hampshire public funds who refuses to sign the informed consent in 1.16.2. and/or consent in 1.16.3:
 - 1.16.3.1. Shall not be entered into the WITS system; and
 - 1.16.3.2. The Contractor shall submit de-identified data for the client to the Department that matches critical data from the WITS system.
- 1.17. Notwithstanding the foregoing, the parties acknowledge that some clients may refuse to answer certain questions and the Contractor shall document its attempt to obtain the information and the client's refusal and such partial refusal shall not disqualify a client from obtaining services or payment from appropriate sources for those services.
- 1.18. The Contractor may seek the permission of the Commissioner of the Department of Health and Human Services to operate other services on the Premises. Any permission granted by the Commissioner must be granted in accordance with the terms of the least agreement. Any additional services provided by the Contractor will require a separate service agreement.

2. Scope of Services

- 2.1. The Contractor shall have capacity to enroll with and bill Medicaid, commercial insurance, and other third party payors.
- 2.2. The Contractor shall comply with NH Administrative Rule He-W 513, Substance Use Disorder (SUD) Treatment and Recovery Support Services.
- 2.3. The Contractor shall submit a plan defining how they will achieve full thirty-six (36) bed capacity for residential treatment services to the Department within thirty (30) days of Contract approval.
- 2.4. The Contractor shall implement and adhere to the following treatment and engagement approaches:
 - 2.4.1. The Contractor shall ensure adolescents receiving services are served with treatment and engagement approaches that are adolescent oriented and adolescent driven, aligning with the System of Care values and principles as described in RSA 135-F.



- 2.4.2. The Contractor shall ensure clients are able to move between levels of care without significant gaps in services.
- 2.4.3. The Contractor shall support the Department's transition to a Resiliency and Recovery Oriented Systems of care model, to all eligible clients and implement the Department's Continuum of Care Model by conducting activities including but not limited to:
 - 2.4.3.1. Informing the Integrated Delivery Network(s) (IDNs) of services available at the Residential Adolescent Substance Use Disorder Treatment facility in order to align this work with IDN projects that may be similar or impact the same populations;
 - 2.4.3.2. Coordinating client services with other community service providers involved in the client's care and the client's support network to;
 - 2.4.3.2.1. Ensure no gaps in services, treatment, and care exist.
 - 2.4.3.2.2. Ensure no unnecessary significant overlaps in services, treatment, and care exist.
 - 2.4.3.3. The Contractor shall coordinate all services delivered to clients with the local Regional Hub, including but not limited to accepting referrals for clients directly from the Hub(s).
 - 2.4.3.4. Aligning treatment services with the State Youth Treatment Implementation (SYT-I) Strategic Plan;
 - 2.4.3.5. Being sensitive to the diversity of clients being served and providing relevant services, treatment, and care;
 - 2.4.3.6. Providing trauma informed services, treatment and care following Substance Abuse and Mental Health Services Administration recommendations including but not limited to;
 - 2.4.3.6.1. Recognizing the impact of trauma on clients and understanding the implications for potential pathways to recovery;



- 2.4.3.6.2. Recognizing the signs and symptoms of trauma in youth, family, staff and others;
 - 2.4.3.6.3. Responding by fully integrating knowledge into policies, practices and procedures; and
 - 2.4.3.6.4. Seeking to actively resist retraumatization.
- 2.5. The Contractor shall ensure all services provided include a method to obtain clinical evaluations informed by:
- 2.5.1. Diagnostic information from the current edition, at the time services are provided, of the Diagnostic and Statistical Manual of Mental Disorders (e.g. DSM 5 on the Effective Date); and
 - 2.5.2. Recommendations for a level of care based on the current, at the time services are provided, American Society of Addiction Medicine Criteria, (e.g. ASAM Criteria published in October, 2013 on the Effective Date).
- 2.6. The Contractor shall complete a clinical evaluation for each client:
- 2.6.1. Prior to admission to the program as part of interim services, or within three (3) business days following admission;
 - 2.6.2. During treatment, only when determined necessary by a licensed clinician;
 - 2.6.3. As consistent with the accepted standards of practice, the Contractor shall use clinical evaluations completed by a licensed counselor from a referring agency when applicable, to inform treatment decisions.
- 2.7. The Contractor shall provide crisis services, at a minimum of Monday through Friday, 8:00 am to 5:00 pm, to existing residential clients and/or their parents or legal guardians as follows:
- 2.7.1. Assist individuals in addressing a current crisis related to their and/or their family member's substance use disorder;
 - 2.7.2. Refer clients to resources in the client's service area as appropriate;
 - 2.7.3. Provide encounter notes in the client's health record; and



- 2.7.4. The Contractor shall assist clients and/or their parents or legal guardians who are lacking the financial resources necessary for initial entry into the program with obtaining necessary funds (e.g. through enrollment in public or private insurance such as Medicaid and Managed Care within fourteen (14) days of initial client intake.
- 2.8. The Contractor shall implement the following medication procedures:
- 2.8.1. Medication, including physician samples, shall be administered by a licensed medical practitioner, working within their scope of practice.
- 2.8.2. All medication shall be kept in a storage area, that is:
- 2.8.2.1. Locked and accessible only to authorized personnel;
- 2.8.2.2. Organized to ensure correct identification of each client's medication;
- 2.8.2.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
- 2.8.2.4. Equipped to maintain medication at the proper temperature.
- 2.8.3. All prescription medication brought by a client to the program shall be in the original container and legibly display:
- 2.8.3.1. The client's name;
- 2.8.3.2. The medication name and strength;
- 2.8.3.3. The prescribed dose;
- 2.8.3.4. The route of administration;
- 2.8.3.5. The frequency of administration; and,
- 2.8.3.6. The date ordered.
- 2.8.4. All changes to a client's prescription shall be in writing from a licensed medical practitioner.
- 2.8.5. All prescription medication, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 2.8.5.1. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and



- 2.8.5.2. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 2.8.6. Medication belonging to staff, contracted staff, volunteers, and student interns shall be stored so as to be inaccessible to clients and shall be stored separately from client medication.
- 2.8.7. Over-the-counter (OTC) medication shall be handled in the following manner:
 - 2.8.7.1. Only original, unopened containers of OTC medication shall be allowed to be brought into the program.
 - 2.8.7.2. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container, or as ordered by a licensed medical practitioner.
- 2.8.8. All medication self-administrated by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 2.8.8.1. Staff shall remind the client to take the correct dose of medication at the correct time;
 - 2.8.8.2. Staff may open the medication container, but shall not physically handle the medication itself in any manner; and,
 - 2.8.8.3. Staff shall remain with the client to observe the client taking the prescribed dose and type of medication.
- 2.8.9. Staff shall document, for each medication taken and in an individual client medication log, information including but not limited to:
 - 2.8.9.1. The medication name;
 - 2.8.9.2. The medication strength;
 - 2.8.9.3. The medication dose;
 - 2.8.9.4. The medication frequency;
 - 2.8.9.5. The medication route of administration;

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- 2.8.9.6. The date and time medication is taken;
- 2.8.9.7. The signature, or identifiable initials, of the person supervising the taking of the medication; and,
- 2.8.9.8. The reason for any medication refused or omitted.
- 2.8.10. The Contractor shall, upon client discharge from the program:
 - 2.8.10.1. Include the client's medication log in the client's record; and
 - 2.8.10.2. Give client possession of client's remaining medication.
- 2.9. The Contractor shall have a licensed counselor, or an unlicensed counselor under the supervision of a licensed supervisor, develop and maintain a written treatment plan for each client within seven (7) days of client admission to the program, which shall include, but not be limited to, the following elements:
 - 2.9.1. Client centered goals, objectives and interventions, written in terms that are specific, measurable, attainable, realistic and timely;
 - 2.9.2. The client's clinical needs, treatment goals, and objectives;
 - 2.9.3. The client's strengths and resources for achieving goals and objectives;
 - 2.9.4. The strategy for providing services to meet client's needs, goals and objectives;
 - 2.9.5. Referrals to outside providers for the purpose of achieving a specific goal or objective, when the service cannot be delivered by the program;
 - 2.9.6. Criteria for terminating specific interventions;
 - 2.9.7. A description of the specific indicators to be used to assess the client's progress;
 - 2.9.8. Documentation of participation by the client in the treatment planning process, or the reason the client did not participate; and
 - 2.9.9. Signatures of the client and the counselor agreeing to the treatment plan, or, if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.10. The Contractor shall ensure treatment plans are updated based on any changes in any ASAM criteria domain.
- 2.11. The Contractor shall ensure treatment plans are updated no less frequently



than every four (4) sessions, or every four (4) weeks, whichever is less frequent.

- 2.12. The Contractor shall ensure treatment plan updates include:
 - 2.12.1. Documentation detailing the degree to which the client is meeting treatment plan goals and objectives;
 - 2.12.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives;
 - 2.12.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment;
 - 2.12.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.13. The Contractor shall provide client education on topics including but not limited to:
 - 2.13.1. Substance use disorders;
 - 2.13.2. Relapse prevention;
 - 2.13.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 2.13.4. Sexually transmitted diseases;
 - 2.13.5. Emotional, physical, and sexual abuse;
 - 2.13.6. Nicotine use disorder and treatment options; and
 - 2.13.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy.
- 2.14. The Contractor shall provide clients with case management services including but not limited to:
 - 2.14.1. Referring clients to and coordinating with other service providers including but not limited to:
 - 2.14.1.1. Client's primary healthcare provider;



- 2.14.1.2. Mental health care providers when serving clients with co-occurring substance use and mental health disorders; and
 - 2.14.1.3. Medication assisted treatment providers when serving clients for whom medication assisted treatment is clinically appropriate; and
 - 2.14.1.4. Peer recovery support services providers in the client's home community.
- 2.14.2. Coordination with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available peer support services, and to engage clients in peer recovery support services as applicable.
- 2.15. The Contractor shall maintain an outline of each educational and group therapy session provided. The Contractor shall ensure:
- 2.15.1. Clinical groups of
 - 2.15.1.1. No more than twelve (12) individuals with a minimum of (1) licensed counselor.
 - 2.15.1.2. Thirteen (13) to sixteen (16) individuals with a minimum of either:
 - 2.15.1.2.1. Two (2) licensed counselors; or
 - 2.15.1.2.2. One (1) licensed counselor and one (1) unlicensed counselor or CRSW.
 - 2.15.2. Recovery support groups of
 - 2.15.2.1. No more than eight (8) individuals with one (1) CRSW, licensed counselor or unlicensed counselor; or
 - 2.15.2.2. Nine (9) to twelve (12) individuals with two (2) CRSWs, licensed counselors or unlicensed counselors.
- 2.16. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session and contain the following components:
- 2.16.1. Self-report;
 - 2.16.2. Observations;
 - 2.16.3. Interventions;



- 2.16.4. Current issues/stressors;
 - 2.16.5. Functional impairment;
 - 2.16.6. Interpersonal behavior;
 - 2.16.7. Motivations;
 - 2.16.8. Progress, as it relates to the current treatment plan;
 - 2.16.9. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 2.16.10. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.
- 2.17. The Contractor shall ensure residential programs maintain a daily shift change log which documents:
- 2.17.1. Client behavior;
 - 2.17.2. Significant events; and
 - 2.17.3. Anything of which a subsequent shift should be made aware.
- 2.18. The Contractor shall adhere to continuing care and discharge guidelines, including but not limited to:
- 2.18.1. Closed loop referrals to community providers;
 - 2.18.2. Providing active outreach to adolescents following discharge; and
 - 2.18.3. Coordinating referrals, acceptance, and appointments for required services prior to discharge.
- 2.19. The Contractor shall ensure that all clients receiving services have continuing care, transfer and discharge plans which address all ASAM (2013) domains as follows:
- 2.19.1. Begin the process of discharge/transfer planning at the time of the client's intake into the program;
 - 2.19.2. Review the three (3) criteria for continuing services or the four (4) criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:



- 2.19.2.1. Continuing Service Criteria A: The client is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.19.2.2. Continuing Service Criteria B: The client is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the client to continue to work toward his/her treatment goals; and /or
- 2.19.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the client is receiving treatment is therefore the least intensive level at which the client's problems can be addressed effectively
- 2.19.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the client's condition at a less intensive level of care is indicated; or
- 2.19.2.5. Transfer/Discharge Criteria B: The client has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or



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- 2.19.2.6. Transfer/Discharge Criteria C: The client has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
 - 2.19.2.7. Transfer/Discharge Criteria D: The client has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.20. The Contractor shall ensure clients are discharged from the program for the following reasons:
- 2.20.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 2.20.2. Termination of services, including:
 - 2.20.2.1. Administrative discharge, only if:
 - 2.20.2.1.1. Client's behavior on program premises is abusive, violent, or illegal;
 - 2.20.2.1.2. Client is non-compliant with prescription medication procedures;
 - 2.20.2.1.3. Clinical staff documents therapeutic reasons for discharge, which may include an unwillingness to follow appropriate clinical interventions; or
 - 2.20.2.1.4. Client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
 - 2.20.2.2. Non-compliance with the program;
 - 2.20.2.3. Endangering or threatening to endanger other clients or staff;
 - 2.20.2.4. Client is identified as no longer benefiting from the service(s) client is receiving;
 - 2.20.2.5. Client is unable to agree with program staff on a mutually acceptable course of treatment;



- 2.20.2.6. Client refuses to pay for services that client is receiving despite having the financial resources to do so; or
 - 2.20.2.7. Client refuses to apply for benefits that could cover the cost of the services that client is receiving despite client being eligible for such benefits; and
 - 2.20.2.8. Client leaving the program before completion against advice of treatment staff.
- 2.21. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to HE-C 200 are explained to the client.
- 2.22. The Contractor shall ensure in all cases of termination of services the Contractor documents in the record of a client who has been terminated:
- 2.22.1. The client has been notified in writing of the termination; and
 - 2.22.2. The termination has been approved by the Program Director.
- 2.23. The Contractor shall ensure in all cases of client discharge or transfer, the client's counselor completes a narrative discharge summary, including but not limited to the following information:
- 2.23.1. The effective dates of admission and discharge or transfer;
 - 2.23.2. The client's psychosocial substance misuse history and legal history;
 - 2.23.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 2.23.4. The clinical and/or managerial reason(s) for discharge or transfer;
 - 2.23.5. The client's DSM 5 (or applicable DSM volume) diagnosis and summary, to include other assessment testing completed during treatment;
 - 2.23.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 2.23.7. A continuing care plan, including all ASAM domains;
 - 2.23.8. The dated signature of the counselor completing the summary.
- 2.24. The Contractor shall ensure the discharge summary is completed no later than seven (7) calendar days following a client's discharge or transfer from the program.
- 2.25. The Contractor shall ensure when transferring a client, either from one level of care to another within the same certified contractor agency or to another



- treatment contractor, the counselor:
- 2.25.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 2.25.2. Updates the client assessment and treatment plan.
- 2.26. Upon transfer of a client to another treatment contractor, the Contractor shall obtain a release of confidential information from the client to be transferred and forward copies of the following information to the new treatment contractor:
- 2.26.1. The discharge summary;
 - 2.26.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of the client's Social Security number; and
 - 2.26.3. A diagnostic assessment statement and other assessment information, including:
 - 2.26.3.1. TB test results;
 - 2.26.3.2. A record of the client's treatment history; and
 - 2.26.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 2.27. The Contractor shall ensure counselors meet clients at the time of discharge or transfer to establish a continuing care plan that:
- 2.27.1. Includes recommendations for continuing care in all ASAM domains;
 - 2.27.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 2.27.3. Assists the client in making contact with other agencies or services.
- 2.28. The Contractor shall ensure if the counselor is unable to meet with the client at the time of discharge or transfer to establish a continuing care plan, the counselor documents why the meeting could not take place.
- 2.29. In the event of discontinuation of the program, the Contractor shall develop and submit a Discontinuation Plan for approval by the Department prior to the discontinuation of services. The Discontinuation Plan shall include, but not be limited to, the following requirements:
- 2.29.1. The transfer, discharge and/or referral of all clients being served in the contracted program;



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- 2.29.2. Obtaining the written consent of the client to release client records;
 - 2.29.3. Developing a plan for the security and transfer of the client's records;
 - 2.29.4. Arranging for the continued management of all client records;
 - 2.29.5. Notifying the Department in writing of the address where records will be stored and specify the person managing the records;
 - 2.29.6. Arranging for storage of each client record through one or more of the following measures:
 - 2.29.6.1. Continuing to manage the records and give written assurance to the Department that it will respond to authorized requests for copies of client records within ten (10) working days;
 - 2.29.6.2. Transferring records of clients who have given written consent to another contractor; or
 - 2.29.6.3. Entering into a limited service organization agreement with another contractor to store and manage records.
 - 2.30. The Contractor shall ensure client families receive support services while clients are enrolled in the program, including but not limited to providing:
 - 2.30.1. Psychoeducation;
 - 2.30.2. Family Support Groups;
 - 2.30.3. Family Visiting Days and family-focused recreation.
 - 2.31. The Contractor shall ensure all services include a method to screen and admit clients as follows:
 - 2.31.1. Intake Coordinator shall receive requests and make initial contact for services;
 - 2.31.2. Intake Coordinator shall gather the following documents:
 - 2.31.2.1. Parental and/or guardian consent when appropriate; and
 - 2.31.2.2. Data releases required for the sharing of information between the Contractor and other treatment providers for the coordination of treatment;



- 2.31.3. Intake Coordinator shall send an intake packet, whenever possible, to the potential client and/or the client's parent and or guardian, with information about the program and forms to be completed prior to intake interviews. The Contractor shall assess individuals for risk of self-harm, using an evidence based screening tool, at all phases of treatment, including but not limited to:
- 2.31.3.1. Initial contact;
 - 2.31.3.2. Screening for probability of a substance use disorder;
 - 2.31.3.3. Intake;
 - 2.31.3.4. Admission;
 - 2.31.3.5. Evaluation; and
 - 2.31.3.6. On-going treatment services and at discharge.
- 2.31.4. Upon determination a client is at risk of self-harm, the Contractor shall:
- 2.31.4.1. Provide or refer the client for additional services to address this risk;
 - 2.31.4.2. Contact emergency personnel when the client is in imminent danger of self-harm.
- 2.31.5. Intake Coordinator shall assess, using an objective screening instrument, any gender nonconforming appearance or manner or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
- 2.31.5.1. Making housing, bed, program, education, and work assignments for clients with the goal of keeping all clients safe and free from abuse;
 - 2.31.5.1.1. Lesbian, gay, bisexual, transgender, or intersex clients shall not be placed in particular housing, bed, or other assignments solely on the basis of such identification status;



- 2.31.5.1.2. Intake Coordinator shall consider placement of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for housing, bedding, and other assignments as applicable, with the goal of ensuring the client's health and safety;
- 2.31.5.1.3. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 2.31.5.2. Ensuring that transgender and intersex residents are provided the opportunity to shower separately from other residents.
- 2.31.6. The Contractor Shall ensure screening appointments:
 - 2.31.6.1. Are scheduled with the Intake Coordinator in person whenever possible, or by telephonic or other electronic face to face method, within two (2) business days from the date of the initial contact;
 - 2.31.6.2. Complete an initial screening using a Department approved screening tool or the screening module in WITS to determine the potential client's eligibility for services and probability of having a substance use disorder according to the applicable edition of the Diagnostic and Statistical Manual of Mental Disorder (DSM).
 - 2.31.6.3. When the client is determined as having a probability for eligibility for service and a substance use disorder during the screening appointment, evaluate for appropriate ASAM level of care by either;
 - 2.31.6.3.1. Completing an ASAM Level of Care Evaluation to determine the appropriate level of care for treatment services; or
 - 2.31.6.3.2. Use the ASAM Level of Care Assessments completed by a licensed counselor from a referring agency to determine the appropriate level of care for treatment services;



- 2.31.7. Ensure a client's admission into services or placement on a waitlist when the services with the appropriate ASAM Level of Care are not available for the client at the time of screening;
- 2.31.8. Refer a client to the appropriate provider when a client does not screen positive for a substance use disorder.
- 2.32. The Contractor shall assess all clients for withdrawal risk, using an evidenced based screening tool based on current ASAM standards, at all phases of treatment, including but not limited to:
 - 2.32.1. Initial contact;
 - 2.32.2. Screening for probability of a substance use disorder;
 - 2.32.3. Intake;
 - 2.32.4. Admission;
 - 2.32.5. Evaluation; and
 - 2.32.6. On-going treatment services and at discharge.
- 2.33. Upon determination a client is at risk for withdrawal, the Contractor shall:
 - 2.33.1. Stabilize all clients following ASAM (2013) guidelines;
 - 2.33.2. Upon determination a client's risk level indicates a service within an ASAM Level of Care that can be provided under his contract:
 - 2.33.2.1. Integrate withdrawal management into the client's treatment plan; and
 - 2.33.2.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
 - 2.33.3. Upon determination a client's risk level indicates a service with an ASAM Level of Care higher than can be provided under this contract:
 - 2.33.3.1. Refer clients to another agency to receive withdrawal management services; and
 - 2.33.3.2. Coordinate with the other agency to admit the client to an appropriate program service once the client's withdrawal risk has reached a level that can be provided for under this contract.
- 2.34. The Contractor shall ensure client admissions:
 - 2.34.1. Provides a client orientation, either individually, or by group; that includes:



- 2.34.1.1. Rules, policies, and procedures of the Contractor, program, and facility;
- 2.34.1.2. Requirements for successfully completing the program;
- 2.34.1.3. The administrative discharge policy and the grounds for administrative discharge;
- 2.34.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 2.34.1.5. Requiring the client to sign a receipt stating that the orientation was conducted; or
- 2.34.1.6. In cases where a client refuses to sign the orientation receipt, a staff member may sign:
 - 2.34.1.6.1. In the client's presence; and
 - 2.34.1.6.2. Acknowledging the client was asked to sign and refused.
- 2.34.2. Upon a client's admission to the program, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 2.34.2.1. The provision of information;
 - 2.34.2.2. Risk assessment;
 - 2.34.2.3. Intervention and risk reduction education; and
 - 2.34.2.4. Referral for testing, if appropriate, within 7 days of admission.
- 2.35. The Contractor shall maintain specific written policies on client rights and responsibilities.
- 2.36. The Contractor shall ensure programs inform clients of their rights at admission and at least once a year after entry, in clear, understandable language and form, both verbally and in writing.
- 2.37. The Contractor shall post a copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality, per 42 CFR Part 2, in a public area.

3. Education Services

- 3.1. The Contractor shall ensure that each client receives education and training while in the program, including but not limited to:
 - 3.1.1. Regular school attendance as required by law;



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- 3.1.2. The opportunity to complete high school; or
 - 3.1.3. The opportunity for vocational guidance.
 - 3.2. With the appropriate Release of Information from the parent or child, the Contractor shall collaborate with the client's school district in order to ensure the client remains engaged in school work and, when possible and in the best interest of the client, school attendance, in a manner deemed most appropriate by the school district, to ensure access to education for the length of time the client is receiving services.
 - 3.3. The Contractor shall retain client student records in accordance with New Hampshire regulations.
 - 3.4. Upon client discharge from the program, the Contractor shall provide copies of client student records of education progress to the Local Education Authority.
- 4. Quality Management**
- 4.1. The Contractor shall provide ongoing monitoring and quality improvement activities in order to ensure the standard of care for clients continuously improves.
 - 4.2. The Contractor shall participate in all quality assurance and quality improvement activities requested by the Department including but not limited to:
 - 4.2.1. Submission of monthly and/or quarterly web based contract compliance reports;
 - 4.2.2. Participation in electronic and in-person client record reviews;
 - 4.2.3. Participation in site visits;
 - 4.2.4. Inspections of any of the following:
 - 4.2.4.1. The facility premises;
 - 4.2.4.2. Any and all programs and services provided;
 - 4.2.4.3. Any and all records maintained by the Contractor;
 - 4.3. The Contractor shall participate in training and technical assistance activities as directed by the Department.
 - 4.4. The Contractor shall include client and family input in quality improvement activities.
 - 4.5. Upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 4.5.1. Actions to be taken to correct each deficiency;



- 4.5.2. Actions to be taken to prevent the reoccurrence of each deficiency;
- 4.5.3. A time line for implementing the actions above;
- 4.5.4. A monitoring plan to ensure the actions above are effective; and
- 4.5.5. A plan for reporting to the Department on progress of implementation and effectiveness.

5. Staffing

- 5.1. The Contractor shall ensure that program staff are qualified to serve the adolescent population and committed to program delivery to continuity of services for adolescent clients.
- 5.2. The Contractor shall ensure that direct care staff are:
 - 5.2.1. Over the age of twenty-one (21); and
 - 5.2.2. Educated and experienced commensurate with the population being served; and
 - 5.2.3. Continually in receipt of training that aligns with the needs of the population, including but not limited to topics on:
 - 5.2.3.1. Youth adolescent development;
 - 5.2.3.2. Youth and adolescent crisis intervention techniques;
 - 5.2.3.3. Understanding addiction and treatment options.
- 5.3. The Contractor shall ensure program staff provides client care and supervision at all times to ensure clients are safe and needs are met according to their developmental level, age, and emotional or behavioral needs.
- 5.4. The Contractor shall develop, define and document job descriptions for all staff, including contracted staff, volunteers and student interns, which must include:
 - 5.4.1. Job title;
 - 5.4.2. Physical requirements of the position;
 - 5.4.3. Education and experience requirements of the position;
 - 5.4.4. Duties of the position;
 - 5.4.5. Positions supervised; and
 - 5.4.6. Title of immediate supervisor.
- 5.5. The Contractor shall meet minimum staffing requirements that include:
 - 5.5.1. A minimum of one (1):



- 5.5.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
- 5.5.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential.
- 5.5.2. One (1) Program Director who assumes responsibility for the daily operations of the Residential Adolescent Substance Use Disorder Treatment Services program;
- 5.5.3. The Contractor shall maintain minimum staff to resident ratios, with documentation of the same, on file for a minimum of 6-months, which includes:
 - 5.5.3.1. At least one (1) staff person per 6 clients during day-time hours;
 - 5.5.3.2. At least one (1) staff person per 12 clients during overnight hours.
- 5.5.4. Notwithstanding the required minimum staff to resident ratios, when a staff person takes one or more residents off the premises for a planned event, such as a medical or dental appointment, or recreation or social activity, the program may have one fewer staff person with the residents who will remain on the premises of the program, provided that:
 - 5.5.4.1. The Program Director or designee has authorized the reduced staff to resident ratio, based upon his or her determination that the staff remaining on the premises of the program can meet the individual needs of each resident; and
 - 5.5.4.2. In no case shall the staff to resident ratio go below one to 12.
- 5.6. The Contractor shall ensure all staff, including contracted staff, volunteers and student interns:
 - 5.6.1. Meet the educational, experiential and physical qualifications of the position as listed in their job description;
 - 5.6.2. Meet all criminal background standards;
 - 5.6.3. Are licensed, registered or certified as required by state statute and as applicable;



- 5.6.4. Receive an orientation within the first three (3) days of work, and prior to direct contact with clients, which includes:
 - 5.6.4.1. The Contractor's code of ethics, including ethical conduct and reporting of unprofessional conduct;
 - 5.6.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 5.6.4.3. Confidentiality requirements;
 - 5.6.4.4. Grievance procedures for both clients and staff;
 - 5.6.4.5. The duties and responsibilities and the policies, procedures and guidelines of the position for which staff were hired;
 - 5.6.4.6. Topics covered by both the administrative and staff manuals;
 - 5.6.4.7. The Contractor's infection prevention program;
 - 5.6.4.8. The Contractor's fire, evacuation and other emergency plans, which outline the responsibilities for personnel in an emergency; and
 - 5.6.4.9. Mandatory reporting requirements for abuse or neglect, such as those found in RSA 161-F and RSA 169-C:29;
 - 5.6.4.10. Education on effective and professional communication with residents, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming clients;
- 5.6.5. Sign and date documentation that they have taken part in an orientation;
- 5.6.6. Complete mandatory annual in-service education, which includes a review of all orientation elements.
- 5.7. The Contractor shall ensure all staff, including contracted staff, volunteers and student interns, prior to having contact with clients:
 - 5.7.1. Submit to the Contractor proof of a physical examination, or health screening, conducted not more that twelve (12) months prior to employment, which must, at a minimum, include:
 - 5.7.1.1. The name of the examinee;



- 5.7.1.2. The date of the examination;
- 5.7.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
- 5.7.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the CDC; and
- 5.7.1.5. The dated signature of the licensed health practitioner;
- 5.7.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
- 5.7.3. Comply with the requirements of the CDC Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Myobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 5.8. The Contractor shall ensure staff, including contracted staff, volunteers and student interns, who have direct contact with clients who have a history of TB or a positive skin test must have a symptomatology screen of a TB test.
- 5.9. The Contractor shall ensure all unlicensed staff, including contracted staff, volunteers and student intern, providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor, defined as a Master Licensed Alcohol and Drug Counselor (MLADC), a Licensed Alcohol and Drug Counselor (LADC) who is also a Licensed Clinical Supervisor (LCS) or a licensed mental health professional who has been approved by the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals to provide supervision.
- 5.10. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff, unless the Department has approved an alternative supervision plan.
- 5.11. The Contractor shall provide a minimum of one (1) Certified Recovery Support Worker (CRSW) for every fifty (50) clients or portion thereof.
- 5.12. The Contractor shall ensure that all clinical services are delivered by:
 - 5.12.1. A licensed counselor under the supervision required by the licensing board; or
 - 5.12.2. An unlicensed counselor under the supervision of a licensed supervisor. An unlicensed supervisor is defined as:



- 5.12.2.1. An individual who has completed the educational requirements required for licensure by the LADC Board or Board of Mental Health Practice and who is working toward obtaining the required experiential hours; or
- 5.12.2.2. An individual who is participating in an internship to complete the education requirements required for licensure by the LADC Board or Board of Mental Health Practice. Such individuals shall only provide services in the company of a licensed counselor.
- 5.13. The Contractor shall ensure that all psychoeducation and other recovery support services are provided by a CRSW, licensed counselor or unlicensed counselor.
- 5.14. The selected Contractor shall ensure a staff to resident ratio that is more stringent than the required staff to resident ratios stated above when required by a client's treatment plan.
- 5.15. The Contractor shall provide, at regular intervals, ongoing clinical supervision, which includes but is not limited to:
 - 5.15.1. Receipt of, at least, one (1) hour of supervision for every forty (40) hours of direct client contact;
 - 5.15.2. Discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 5.15.3. Group supervision to help optimize the learning experience, when two (2) or more candidates are under supervision;
 - 5.15.4. On the spot training on:
 - 5.15.4.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by supervised staff;
 - 5.15.4.2. The twelve (12) core functions;
 - 5.15.4.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and



- 5.15.4.4. The standards of practice and ethical conduct, as determined by licensing and review boards, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 5.16. The Contractor shall ensure that supervision is provided on an individual or group basis, or both, depending on staff needs, experience and skill level, and includes the following:
- 5.16.1. Review of case records;
 - 5.16.2. Observation of interactions with clients;
 - 5.16.3. Skill development; and
 - 5.16.4. Review of case management activities.
- 5.17. The Contractor shall ensure that supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 5.18. The Contractor shall ensure that individuals licensed or certified must receive supervision in accordance with the requirements of their licensure.
- 5.19. The Contractor shall notify the Department in writing of changes in key personnel within five (5) working days of hiring, along with updated resumes and other documentation as needed that clearly indicates the staff member is employed by the Contractor. Key personnel are defined as; those staff for which at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 5.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this Scope of Services is hired to work in the Program, along with a copy of the resume of the employee and other documentation as needed which clearly indicates the staff member is employed by the Contractor.
- 5.21. The Contractor shall notify the Department in writing within fourteen (14) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.
- 5.22. The Contractor shall provide the Department with written notice a minimum of thirty (30) days prior to any changes in:
- 5.22.1. Organization ownership; and/or
 - 5.22.2. Organization Name
- 5.23. The Contractor shall submit to the Department, upon change in the organization name and/or ownership, a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the organization name and/or ownership change.



- 5.24. The Contractor shall ensure student interns sign the DHHS Data Use and Confidentiality Agreement (Appendix H) and complete a Department-approved ethics course and a Department-approved course on the 12 core functions and the *Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice*, prior to beginning their internship.
- 5.25. The Contractor shall ensure unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the *Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice*, within 6 months of hire.
- 5.26. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract Effective Date or the staff person's start date, if after the contract effective date on the following:
 - 5.26.1. The contract requirements;
 - 5.26.2. All other relevant policies and procedures provided by the Department.
- 5.27. The Contractor shall provide pre-approved training on-site or provide the Department with documentation of alternate training conducted off-site; to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually.
- 5.28. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

6. Policies and Procedures

- 6.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided; including but not limited to:
 - 6.1.1. Written policies and procedures to include a code of ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 6.1.2. A written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 6.1.3. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;
 - 6.1.4. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;



- 6.1.5. Client rights, grievance and appeals policies and procedures;
- 6.1.6. Progressive discipline, leading to administrative discharge;
- 6.1.7. Reporting and appealing staff grievances;
- 6.1.8. Policies on client alcohol and other drug use while in treatment;
- 6.1.9. Policies on client and employee smoking that are in compliance with Exhibit H, Certification Regarding Environmental Tobacco Smoke;
- 6.1.10. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
- 6.1.11. Policies and procedure for holding a client's possessions;
- 6.1.12. Secure storage of staff medications;
- 6.1.13. A client medication policy;
- 6.1.14. Urine specimen collection, as applicable, that:
 - 6.1.14.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible; and
 - 6.1.14.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 6.1.14.2.1. Temperature testing;
 - 6.1.14.2.2. Observations by same-sex staff members;
- 6.1.15. Safety and medical procedures on:
 - 6.1.15.1. Medical emergencies;
 - 6.1.15.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 6.1.15.3. Reporting employee injuries;
 - 6.1.15.4. Fire monitoring, warning, evacuation and safety drill policy and procedures;
 - 6.1.15.5. Emergency closings;
 - 6.1.15.6. Posting of the above safety and emergency procedures;



- 6.1.16. Procedures for the protection of client records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 6.1.17. Procedures related to quality assurance and quality improvement.
- 6.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 6.2.1. Organized into related sections with entries in chronological order;
 - 6.2.2. Easy to read and understand;
 - 6.2.3. Complete, containing all the parts; and
 - 6.2.4. Up-to-date, including notes of most recent contacts.
- 6.3. The Contractor shall develop and implement written policies and procedures regarding criminal background checks of prospective staff, including but not limited to:
 - 6.3.1. Requiring prospective staff to sign a release to allow the contractor to obtain the prospective staff's criminal records;
 - 6.3.2. Requiring the administrator or their designee to obtain and review a criminal records check from the New Hampshire department of safety for prospective staff;
 - 6.3.3. Standards regarding the following, a finding of which shall be reason to deny prospective staff employment in order to ensure the health, safety and well-being of clients;
 - 6.3.3.1. Felony convictions;
 - 6.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation of any person.
 - 6.3.4. Standards for waiving findings in 6.3.3 for good cause.
- 6.4. The Contractor shall have written policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract.
- 6.5. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 6.6. The Contractor shall develop, define and implement processes and



procedures for denial of service.

- 6.7. The Contractor shall be responsible for providing the following to any client who is denied services:
 - 6.7.1. Informing the client of the reason for denial;
 - 6.7.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.7.3. Maintaining a detailed record of the information and assistance provided.
- 6.8. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. Personnel files shall include, but are not limited to, the following:
 - 6.8.1. A completed application for employment or a resume, including:
 - 6.8.1.1. Employment Identification data; and
 - 6.8.1.2. The education and work experience of the staff member;
 - 6.8.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 6.8.2.1. Position title;
 - 6.8.2.2. Qualifications and experience; and
 - 6.8.2.3. Duties required by the position;
 - 6.8.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
 - 6.8.4. A signed and dated record of orientation;
 - 6.8.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
 - 6.8.6. Results of communicable disease screenings;
 - 6.8.7. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined to be necessary by a supervisor;
 - 6.8.8. Documentation of annual in-service education;
 - 6.8.9. Information as to the general content and length of all continuing education or educational programs attended;

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- 6.8.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 6.8.11. A statement, which must be signed at the time the initial offer of employment is made and then annually thereafter, stating the staff member:
 - 6.8.11.1. Does not have a felony conviction;
 - 6.8.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 6.8.11.3. Has not had a finding by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
 - 6.8.11.4. Documentation of the criminal records check and any waivers;
- 6.8.12. The Contractor shall have and adhere to, or develop, define and implement a clinical care manual, which includes policies and procedures related to all clinical services provided.

7. Facilities

- 7.1. The Contractor's service site shall:
 - 7.1.1. Have a reception area separate from living and treatment areas;
 - 7.1.2. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 7.1.3. Have secure storage of active and closed confidential client records; and
 - 7.1.4. Have separate and secure storage of toxic substances;
- 7.2. The Contractor shall meet with the Department as often as is required by the Director of the Sununu Youth Services Center or his or her designee to schedule and coordinate the use of all common areas specified in the Lease Agreement referenced in Section 1 above.
- 7.3. The Contractor shall provide the necessary equipment and supplies to ensure the maintenance and operation of the facility and the safety of all staff and participants thereof.



- 7.4. The Contractor shall provide or make arrangements for the provision of laundry services for clients, including but not limited to the cleaning of all linens and other washable items.
- 7.5. The Contractor shall provide or make arrangements for the provision of food services for clients, including but not limited to providing breakfast, lunch, dinner, and up to two (2) snacks per day, per client.
- 7.6. Facilities Licenses:
 - 7.6.1. The Contractor agrees to licensure under RSA 151:2, II, Substance Use Disorder (SUD) treatment services, at the time an appropriate regulatory scheme for the services provided in this Agreement has been adopted by the Department.
 - 7.6.2. All residential services provided in this Contract shall not be considered a child care institution in accordance with RSA 170-E:25.
- 7.7. Upon acceptance of a client known to have a disease reportable under He-P 301, or an infectious disease, the Contractor shall follow the required procedures for the care of clients, as specified by the United States Centers for Disease Control and Prevention 2007; Guideline for Isolation Precautions, Preventing Transmission of Infections Agents in Healthcare settings of June, 2007.

8. Reporting

- 8.1. Subject to Sections 1.16.3. and 1.18., the Contractor shall utilize the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact.
- 8.2. The Contractor shall report on National Outcome Measures (NOMs) data including but not limited to:
 - 8.2.1. 100% of all clients at admission;
 - 8.2.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
 - 8.2.3. 50% of all clients who are discharged for reasons other than completion of treatment or being transferred to another program.
- 8.3. The Contractor shall report all positive tuberculosis test results for staff, including contracted staff, volunteers and student interns, to the Office of Disease Control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 8.4. The Contractor shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a and



RSA 318-B:12.

- 8.5. The Contractor shall, upon request, provide a client or the client's parent, guardian or agent with a copy of the client's record within the confines for 42 CFR Part 2.
- 8.6. The Contractor shall maintain a record of all client screenings, including, but not limited to:
- 8.6.1. Client name;
 - 8.6.2. Client unique identifier;
 - 8.6.3. Date of initial contact from the client or referring agency;
 - 8.6.4. Date of screening;
 - 8.6.5. Result of screening, including the reason for denial of services, is applicable;
 - 8.6.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access points and Regional Hubs and interim services or reason that such a referral was not made;
 - 8.6.7. Record of all client contacts between screening and removal from the waitlist; and
 - 8.6.8. Date client was removed from the waitlist and the reason for removal.
- 8.7. The Contractor shall establish a baseline of National Outcome Measures (NOMs) at the beginning of service, including but not limited to:
- 8.7.1. Access to services provided;
 - 8.7.2. At admission;
 - 8.7.3. Client discharge, distinguished by level of care;
 - 8.7.4. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact;
 - 8.7.5. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact;
 - 8.7.6. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact;



- 8.7.7. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact; and
- 8.7.8. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.
- 8.8. The Contractor shall work with Department staff to ensure compliance with all census requirements as provided for in Section 5 of the Lease Agreement, as applicable.

9. Client Records

- 9.1. The Contractor shall ensure client records are maintained for each client, in accordance with professional standards.
- 9.2. The Contractor shall ensure each client record includes the following components organized as follows:
 - 9.2.1. Section One (1): Intake/Initial Information:
 - 9.2.1.1. Identification data, including the client's:
 - 9.2.1.1.1. Name;
 - 9.2.1.1.2. Date of birth;
 - 9.2.1.1.3. Address;
 - 9.2.1.1.4. Telephone number(s); and
 - 9.2.1.1.5. The last four (4) digits of the client's Social Security number;
 - 9.2.1.2. The date of admission to the program;
 - 9.2.1.3. If either have been appointed for the client, the name and address of:
 - 9.2.1.3.1. The guardian; and/or
 - 9.2.1.3.2. The representative payee;
 - 9.2.1.4. The name, address, and telephone number(s) of the person to contact in the event of an emergency;
 - 9.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 9.2.1.6. The name, address, and telephone number(s) of the primary health care contractor;



- 9.2.1.7. The name, address, and telephone number(s) of the behavioral health care contractor, if applicable;
- 9.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;
- 9.2.1.9. The client's religious preference, if any;
- 9.2.1.10. The client's physical health history;
- 9.2.1.11. The client's mental health history;
- 9.2.1.12. Current medications;
- 9.2.1.13. Reasons for medications and the timing requirements for administration of medication;
- 9.2.1.14. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 9.2.1.15. Signed receipt of initial and annual notification of client rights;
- 9.2.2. Section Two (2): Screening/Assessment/Evaluation:
 - 9.2.2.1. Documentation of all elements of screening, assessments and evaluations;
- 9.2.3. Section Three (3): Treatment Planning:
 - 9.2.3.1. The individual treatment plans, updated at designated intervals; and
 - 9.2.3.2. Signed and dated progress notes and reports from all programs involved;
- 9.2.4. Section Four (4): Discharge Planning:
 - 9.2.4.1. A narrative discharge summary;
- 9.2.5. Section Five (5): Releases of Information/Miscellaneous:
 - 9.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 9.2.5.2. Any correspondence pertinent to the client; and
 - 9.2.5.3. Any other information the Contractor deems significant.

9.3. The Contractor shall utilize tabbed sections if using a paper format client



record system.

- 9.4. The Contractor shall ensure all client records maintained by the Contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, are strictly confidential.
- 9.5. The Contractor shall ensure paper records and external electronic storage media are securely stored and maintained in locked file cabinets:
 - 9.5.1. All electronic files shall be password protected; and
 - 9.5.2. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
- 9.6. Contractors must retain client records after the discharge or transfer of the client for a minimum of seven (7) years after the client reaches the age of majority.

10. Employee Records

- 10.1. The Contractor shall ensure that employee records are established for each employee.
- 10.2. The Contractor shall ensure that employee records maintain any and all documentation, identified as required for employment, including, but not limited to:
 - 10.2.1. Employee resumes;
 - 10.2.2. Job descriptions for position;
 - 10.2.3. Copies of licenses, registrations and/or certifications required for the position;
 - 10.2.4. Signed documentation of completion of orientation;
 - 10.2.5. Signed documentation of completion of annual in-service education.

11. Performance Measures

- 11.1. The Contractor's performance under the Agreement shall be measured and aligned with the Department's quality assurance standards to evaluate that services are mitigating negative impacts of substance use, including but not limited to the opioid epidemic and associated overdoses as follows:
 - 11.1.1. Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening;



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- 11.1.2. Completion: Subject to section 1.16.3, for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module;
- 11.1.3. Performance will be measured against the established baseline and demonstrate a 10% improvement each year. Specific items to be measured, must be, but will not be limited to those defined in Section 8, Reporting, above.



Exhibit B

Payment Schedule

- 1) The Department will not provide payment to the Contractor for services provided by the Contractor under this Agreement.
- 2) The Contractor shall make payments to the Department according to the terms set forth in the Lease Agreement between the Department and the Contractor (referenced in Exhibit A of this Agreement) for premises located at 1056 North River Road in Manchester, New Hampshire, where the Contractor will provide the Residential Adolescent Substance Use Disorder Treatment Services required in this Agreement.
- 3) In consideration of the work to be performed pursuant to Exhibit A herein, the Department granted Contractor the right to lease the premises referenced above in accordance with the Lease Agreement. Contractor agrees that the right to lease the premises as set forth in the Lease Agreement is sufficient consideration under this Agreement.

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SPECIAL PROVISIONS

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

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

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

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

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

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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

Paragraph 14, Insurance, subsection 14.1.1 is amended to read as follows:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate.

Paragraph 14, Insurance, is amended to add subsection 14.1.3 to read as follows:

14.1.3 the Contractor shall maintain business operations coverage to cover professional malfeasance, errors or omission, or other types of liability resulting from the operations by the Contractor under this Agreement, in amounts of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate;

Paragraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 The Contractor may terminate the Agreement at any time with or without cause, 90 days after giving the State written notice that the Contractor is exercising its option to terminate the Agreement. Any notice of early termination of the Agreement provided by the Contractor will constitute notice of termination of the Lease Agreement entered into by the parties for the premises located at the Sununu Youth Services Center, as referenced in Exhibit A of this Agreement. The Agreement and the Lease Agreement will terminate on the same date. Contractor acknowledges and agrees that all clients will be transitioned to a new Contractor in the event of an early termination. The Contractor shall complete and provide the State with a Transition Plan in accordance with Sections 10.3 through 10.6 below.
- 10.3 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.4 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.5 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.6 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Revisions to Standard Exhibit C, Special Provisions

2.1. Delete the following Preamble:

Contractor's Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services

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provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

And replace with the following:

Contractor's Obligations: The Contractor hereby covenants and agrees as follows:

- 2.2. Paragraph 2, Time and Manner of Determination, is deleted in its entirety.
- 2.3. Paragraph 3, Documentation, is deleted and is replaced to read as follows:
The Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require in accordance with appropriate law or regulations or as detailed in the Service Agreement.
- 2.4. Paragraph 4, Fair Hearings, is deleted in its entirety.
- 2.5. Paragraph 6, Retroactive Payments, is deleted and is replaced to read as follows:
Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no retroactive payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided.
- 2.6. Paragraph 7, Conditions of Purchase, is deleted in its entirety.
- 2.7. Paragraph 8; Maintenance of Records, Subparagraph 8.2, Statistical Records, is amended to read as follows:
Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), and records regarding the provision of services.
- 2.8. Paragraph 9, Audit, is deleted and is replaced to read as follows:
Audit: Contractor shall submit an annual audit to the Department within 150 days after the close of the agency fiscal year. It is recommended that the report e prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
9.1 Audit and Review: Contractor shall comply with all access and audit requirements imposed by its various funders, including Medicaid and will maintain, retain and produce records as required by those funder relationships.
- 2.9. Paragraph 10, Confidentiality of Records, is deleted and is replaced to read as follows:
All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor to third parties other than the State, provided however, that pursuant to state laws and the regulations of the State regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information as reasonably required in connection with their official duties and for purposes directly connected to the administration of the services of the Contract.

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The Contractor is a covered entity as defined under 45 CFR 160, 162 and 164 and shall comply with all compliance and confidentiality safeguards set forth in state and federal laws and rules.

The Contractor is a substance use disorder provider as defined under 42 CFR Part 2; the Contractor shall safeguard confidential information as required, and shall ensure compliance with all consent and notice requirements prohibiting redisclosure.

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

2.10. Paragraph 11, Reports, Section 11.2. is deleted and is replaced to read as follows:

11.2. Final Report: A final report shall be submitted within ninety (90) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

2.11. Paragraph 12, Completion of Services, is deleted and is replaced to read as follows:

Disallowance of Costs: Upon termination of the Contract, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate.

2.12. Paragraph 13, Credits, is deleted in its entirety.

2.13. Paragraph 13, Credits, Subparagraph 13.1, is deleted in its entirety.

2.14. Paragraph 15, Operation of Facilities: Compliance with Laws and Regulations, is deleted and is replaced to read as follows:

In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and cooperate with the State in order to comply with all laws, orders, and regulations of federal, state, county and municipal authorities, and shall comply with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the State or Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the parties further acknowledge that the State is responsible for ensuring compliance with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, except that the Contractor acknowledges it is responsible for cooperating with the State to meet the requirements of the State Office of the Fire Marshal.

2.15. Remove and delete the following under "Definitions":

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



3. Revisions to Standard Exhibit I, Business Associate Agreement

The parties agree that the State's standard Exhibit I, Business Associate Agreement, is not applicable to this Agreement and is hereby deleted in its entirety.

4. Renewal

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

KSB
10/1/98

New Hampshire Department of Health and Human Services
Exhibit D



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

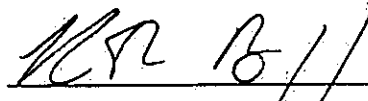
Place of Performance (street address, city, county, state, zip code) (list each location)
1056 North River Road
Manchester, NH 03104

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


Contractor Name: Granite Pathways, Inc.

10/1/18

Date



Name: Kenneth Brezenoff
Title: General Counsel


10/1/18



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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


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

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

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

Contractor Name: Granite Pathways, Inc.

10/1/18
Date


Name: Kenneth Brezenoff
Title: General Counsel



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

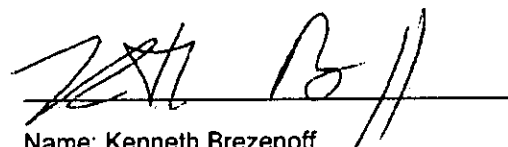
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Granite Pathways, Inc.

10/1/18
Date


Name: Kenneth Brezenoff
Title: General Counsel



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

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

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

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

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

Exhibit G

Contractor Initials

JSB

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

Date

10/1/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Granite Pathways, Inc.

10/1/18
Date

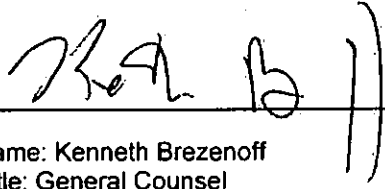

Name: Kenneth Brezenoff
Title: General Counsel

Exhibit G

Contractor Initials KB

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

Date 10/1/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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


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

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

Contractor Name: Granite Pathways, Inc.

10/1/18

Date



Name: Kenneth Brezenoff
Title: General Counsel



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/11/18
Date



Name: Ken Brezinski
Title: 10/11/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

ASB
10/1/14



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I

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

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

1530

10/1/78



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

Granite Pathways, Inc.

The State

Name of the Contractor

[Handwritten Signature]

Signature of Authorized Representative

Signature of Authorized Representative

Kenneth Brezenoff

Name of Authorized Representative

Name of Authorized Representative

General Counsel

Title of Authorized Representative

Title of Authorized Representative

10/1/18

Date

Date



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

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

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

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

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

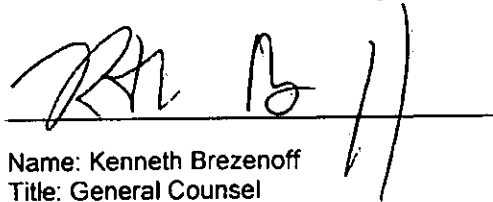
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name: Granite Pathways, Inc.

10/1/18

Date


Name: Kenneth Brezenoff
Title: General Counsel



FORM A

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

1. The DUNS number for your entity is: 019392707
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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



Exhibit K

DHHS Information Security Requirements

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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Exhibit K

DHHS Information Security Requirements

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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Exhibit K

DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Exhibit K

DHHS Information Security Requirements

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/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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State of New Hampshire

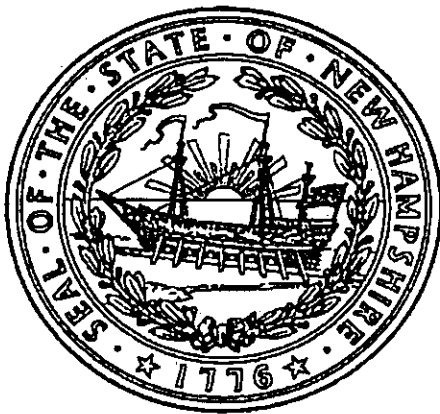
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE PATHWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2009. 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: 613581

Certificate Number: 0004073785



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services LLC, 333 Westchester Ave, Suite 102, White Plains, NY 10604, 914 459-6200. CONTACT NAME: Khalil Elaoui, PHONE: 914 459-6200, FAX: 610 537-4220, E-MAIL: khalil.elaoui@usi.com. INSURER(S): Berkshire Hathaway Specialty Ins Co., National Liability & Fire Insurance Co., Technology Insurance Company, Inc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Professional Liab, and Abuse & Molestat.

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

Proof of insurance: Umbrella is scheduled with no limitations over the following coverages: GL-PL-Auto & Employer liability. Abuse & Molestation limit \$15,000,000

CERTIFICATE HOLDER: State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Ullie Scott

CERTIFICATE OF AUTHORITY

I, Karen Wegmann, do hereby certify that:

1. On September 28, 2018, I was the duly elected Chief Financial Officer of Fedcap Rehabilitation Services, Inc. On September 28, 2018, Fedcap Rehabilitation Services, Inc. was the sole member of Granite Pathways, Inc.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of Fedcap Rehabilitation Services on December 13, 2017 which remained in effect on September 28, 2018 and authorized Kenneth Brezenoff to sign the Lease with the State of New Hampshire:

"Four. Approval of Authorities

***RESOLVED**, that the Board does hereby authorizes to act as signatories for the Corporation and its subsidiaries: Christine McMahon, President & Chief Executive Officer; Karen Wegmann, Chief Financial Officer; and Kenneth Brezenoff, General Counsel; and further authorizes the designation of authorized representatives in accordance with corporate policy."*

3. I am the duly elected Chief Financial Officer of the Fedcap Group, Inc. (the "Corporation"). On October 1, 2018, Fedcap Rehabilitation Services, Inc. became the sole member of Granite Pathways, Inc.;
4. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation held on July 24, 2018 which remained in effect on October 1, 2018 and authorized Kenneth Brezenoff to sign the Final Contract Binder for RFP-2018-BDAS-11-RESID with the State of New Hampshire.

"Five. Approval of Authorities

***RESOLVED**, that the following individuals, or their appropriately authorized designees, are hereby approved as authorized representatives and officers for [[The Fedcap Group, Inc.]] in accordance with Exhibit C: Christine McMahon, President & CEO, Karen Wegmann, Chief Financial Officer and Kenneth Brezenoff, General Counsel."*

*"Eleven. **RESOLVED**, that [[The Fedcap Group, Inc.]] Agrees and accepts to become the sole member of ... each of the below corporation's as of October 1, 2018 and authorizes the management of [[The Fedcap Group, Inc.]] to take any action necessary to complete the [[Fedcap Group, Inc.]] becoming the sole member of each corporation as contemplated by these resolutions:... Granite Pathways..."*

5. Except as expressly described above, the foregoing resolutions have not been amended or revoked, and remain in full force and effect as of this 2nd day of October, 2018.

Signed and executed this 2nd day of October, 2018,

Karen Wegmann

Name: Karen Wegmann
Title: Chief Financial officer

STATE OF New York
COUNTY OF New York

On 10/2/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Notary Seal

Amy Reisner
Signature of Notary or Justice of the Peace

Amy Reisner, Notary
Name/Title of Notary or Justice of Peace

My Commission Expires: 12/28/21





Powered by **FEDCAP**

MISSION STATEMENT

Granite Pathways, a subsidiary of Fedcap Rehabilitative Services, Inc., develops innovative, creative and sustainable solutions that help people surmount barriers, work toward economic independence and effect change in their families and communities. Our mission is to support individuals with mental illness and substance use disorder in building personal equity and achieve their life goals as valued members of their community. We also support, families, friends communities and business impacted by substance use disorder and mental illness.

Consolidated Financial Statements Together with
Report of Independent Certified Public Accountants

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

September 30, 2017 and 2016

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
FEDCAP Rehabilitation Services, Inc.:

We have audited the accompanying consolidated financial statements of FEDCAP Rehabilitation Services, Inc. and Subsidiaries (collectively, "FEDCAP"), which comprise the consolidated statements of financial position as of September 30, 2017 and 2016, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's responsibility for the financial statements

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

Auditor's responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to FEDCAP's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of FEDCAP's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of FEDCAP Rehabilitation Services, Inc. and Subsidiaries as of September 30, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other matters

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Grant Thornton LLP

New York, New York
May 11, 2018

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Financial Position
As of September 30, 2017 and 2016

ASSETS	2017	2016
CURRENT ASSETS		
Cash and cash equivalents	\$ 14,353,025	\$ 10,969,236
Accounts receivable (net of allowance for doubtful accounts of approximately (\$1,476,000 in 2017 and \$2,080,000 in 2016))	42,224,021	33,441,617
Contributions receivable (net of allowance for uncollectible contributions of approximately \$0 and \$115,000 in 2017 and 2016)	3,085,378	1,041,133
Inventories, net	402,669	414,939
Prepaid expenses and other assets	5,120,104	2,298,491
Total current assets	65,185,197	48,165,416
LONG-TERM ASSETS		
Investments	14,724,135	17,345,073
Fixed assets, net	74,924,787	75,855,170
Art objects	21,750	21,750
Beneficial interest in remainder trust	628,759	575,912
Other assets	108,000	575,020
Total assets	\$ 155,592,628	\$ 142,538,341
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 32,382,996	\$ 26,530,000
Deferred revenues	5,064,293	1,156,919
Loans and advances from government contracts	1,500,000	-
Current portion of revolving loans	14,653,273	-
Current portion of obligations under capital leases	1,672,075	1,663,775
Current portion of long-term debt	674,420	754,995
Total current liabilities	55,947,057	30,105,689
LONG-TERM LIABILITIES		
Obligations under capital leases	34,867,513	35,008,645
Long-term debt, net of current portion	22,750,756	23,415,325
Long-term revolving loans	3,000,000	16,486,698
Other liabilities	3,407,780	2,191,849
Total liabilities	119,973,106	107,208,206
Commitments and contingencies		
NET ASSETS		
Unrestricted	32,810,556	33,176,435
Temporarily restricted	2,224,538	1,569,272
Permanently restricted	584,428	584,428
Total net assets	35,619,522	35,330,135
Total liabilities and net assets	\$ 155,592,628	\$ 142,538,341

The accompanying notes are an integral part of these consolidated financial statements.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Activities
For the years ended September 30, 2017 and 2016

	2017					2016				
	Unrestricted	Temporarily Restricted	Permanently Restricted	Adjustment	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Adjustment	Total
REVENUES										
Contract services and products	\$ 102,267,073	\$ -	\$ -	\$ -	\$ 102,267,073	\$ 102,312,128	\$ -	\$ -	\$ -	\$ 102,312,128
Rehabilitation and vocational programs	137,272,899	-	-	-	137,272,899	120,306,703	-	-	-	120,306,703
Contributions	13,067,009	1,434,417	-	-	14,501,426	3,416,316	140,000	-	-	3,556,316
Inherent contribution	1,985,805	-	-	-	1,985,805	202,380	-	-	-	202,380
Unrealized gains on investments	976,558	-	-	-	976,558	129,415	-	-	-	129,415
Interest income	319,607	-	-	-	319,607	124,717	-	-	-	124,717
Miscellaneous revenue	1,180,845	-	-	-	1,180,845	1,797,383	-	-	-	1,797,383
Net assets released from restrictions	779,151	(779,151)	-	-	-	745,820	(745,820)	-	-	-
Total revenues	257,848,947	655,266	-	-	258,504,213	229,034,862	(605,820)	-	-	228,429,042
EXPENSES										
Program services:										
Contract services and products	91,718,680	-	-	-	91,718,680	90,986,554	-	-	-	90,986,554
Rehabilitation and vocational programs	131,181,632	-	-	-	131,181,632	105,862,539	-	-	-	105,862,539
	<u>222,900,312</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>222,900,312</u>	<u>196,849,093</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>196,849,093</u>
Supporting services:										
Management and general	33,702,035	-	-	-	33,702,035	29,504,519	-	-	-	29,504,519
Development	1,612,479	-	-	-	1,612,479	1,676,578	-	-	-	1,676,578
	<u>35,314,514</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>35,314,514</u>	<u>31,181,097</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>31,181,097</u>
Total expenses	258,214,826	-	-	-	258,214,826	228,030,190	-	-	-	228,030,190
Change in net assets	(365,879)	655,266	-	-	289,387	1,004,672	(605,820)	-	-	398,852
Net assets at beginning of year	33,176,433	1,569,272	584,428	-	35,330,135	32,171,763	2,175,092	584,428	-	34,931,283
Net assets at end of year	\$ 32,810,556	\$ 2,224,538	\$ 584,428	\$ -	\$ 35,619,522	\$ 33,176,435	\$ 1,569,272	\$ 584,428	\$ -	\$ 35,330,135

The accompanying notes are an integral part of these consolidated financial statements.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
For the years ended September 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 289,387	\$ 398,852
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation and amortization	4,116,984	3,918,260
Bad debt provision	299,600	1,046,376
Inherent contribution	(1,985,805)	(202,380)
Unrealized gain on investments	(976,558)	(129,415)
Changes in assets and liabilities:		
Accounts receivable	(8,829,574)	(4,741,245)
Contribution receivable	(594,742)	1,292,092
Inventories	12,270	258,879
Prepaid expenses and other assets	(1,951,224)	(527,750)
Beneficial interest in remainder trust	(52,847)	152,897
Accounts payable and accrued liabilities	3,181,808	(1,455,478)
Deferred revenue	1,421,674	74,331
Other liabilities	822,186	221,501
Net cash (used in) provided by operating activities	<u>(4,246,841)</u>	<u>306,920</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	8,015,797	6,000,000
Purchase of investments	(4,415,301)	(6,283,333)
Cash received in acquisition	4,470,103	10,202
Capital expenditures	<u>(2,228,568)</u>	<u>(2,627,789)</u>
Net cash provided by (used in) investing activities	<u>5,842,031</u>	<u>(2,900,920)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase (decrease) in loan and advance from government contracts	1,500,000	(1,800,000)
Change in revolving loans	1,166,575	4,020,068
Repayment of long-term debt	(745,144)	(738,317)
Repayment of capital lease obligations	<u>(132,832)</u>	<u>(130,071)</u>
Net cash provided by financing activities	<u>1,788,599</u>	<u>1,351,680</u>
 Increase (decrease) in cash and cash equivalents	 3,383,789	 (1,242,320)
CASH AND CASH EQUIVALENTS		
Beginning of year	<u>10,969,236</u>	<u>12,211,556</u>
End of year	<u>\$ 14,353,025</u>	<u>\$ 10,969,236</u>
Supplemental disclosure of cash flow information:		
Cash interest paid during the year	<u>\$ 1,443,501</u>	<u>\$ 1,079,151</u>

The accompanying notes are an integral part of these consolidated financial statements.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2017 and 2016

1. ORGANIZATION AND NATURE OF ACTIVITIES

Fedcap Rehabilitation Services, Inc. ("FRS") is a private, nonprofit organization incorporated under the laws of New York State. FRS is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

FRS was founded to provide a comprehensive range of vocational and related services to individuals with disabilities and other work-related disadvantages who face significant barriers to employment. FRS's goal is to help each person achieve independence, integration into the community and full participation in the economic mainstream.

FRS provides contract services and products within custodial, homecare, office services, and industrial divisions of FRS. The primary customers in these divisions are federal, and New York State and City agencies and certified home health agencies, that contract with FRS for services.

As part of FRS's rehabilitation and vocation programs, FRS provides vocational evaluations, training, and employment services and other government-funded employment and job search programs. Evaluations combine aptitude tests, computerized assessments, and vocational counseling. After evaluation, FRS offers training in mail clerk/messenger services, building/custodial services, culinary arts/food services, data entry, office skills, document imaging, hospitality operations, and security operations. FRS then seeks to employ individuals who have successfully completed FRS's rehabilitation and vocational programs. FRS also offers the Chelton Loft, a voluntary clubhouse program for people with a history of serious mental illness. FRS also has a vocational education program and a licensed mental health program.

On July 1, 2011, FRS acquired and became the sole member of Wildcat Services Corporation ("Wildcat"), a nonprofit entity located in New York City that provides employment training, jobs placement and "supportive employment" opportunities for individuals with barriers to employment.

On October 1, 2012, FRS acquired and became the sole member of ReServe Elder Service, Inc. ("ReServe"), a nonprofit entity located in New York City that matches continuing professionals age 55+ with organizations that need their expertise. ReServe provides direct services, administrative support, and capacity-building expertise in schools, social service agencies, cultural institutions, and public agencies.

On October 1, 2013, FRS acquired and became the sole member of Community Workshops, Inc. (d/b/a Community Work Services) ("CWS"), a nonprofit corporation located in Boston, Massachusetts, whose mission is to help people who have barriers to work obtain employment and achieve greater self-sufficiency through job training, placement, and support services.

On September 1, 2015, FRS acquired and became the sole member of Easter Seals New York, Inc. ("ESNY"), a nonprofit entity whose purpose is to provide program and services for people with disabilities, assistance to people with disabilities and their families, assistance to communities in developing necessary and appropriate resources for residents, and a climate of acceptance for people with disabilities which will enable them to contribute to the well-being of the community.

On May 1, 2016, ESNY received a contribution in the form of a Red Mango franchise, incorporated as 1184 Deer Park Ave., Inc. ("1184"). 1184 is currently managed as a for profit corporation, and operates as a social enterprise which includes a training center and employment opportunities for veterans.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

September 30, 2017 and 2016

On May 1, 2016, FRS acquired and became the sole member of Granite Pathways, Inc. ("GP"), a nonprofit entity whose mission is to provide services to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, and meaningful relationships.

On September 1, 2016, FRS acquired and became the sole member of Easter Seals Rhode Island, Inc. ("ESRI"), a nonprofit entity whose purpose is to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

On November 1, 2016, GP became the sole member of Seacoast Pathways, Inc ("Seacoast") a nonprofit entity whose mission is to support adults living with mental illness on their paths to recovery through the work-ordered day.

On February 1, 2017, FRS became the sole member of Single Stop USA Inc. ("SS"), a nonprofit entity that provides coordinated services to holistically connect people to the resources they need to attain higher education, obtain good jobs, and achieve financial self-sufficiency.

Collectively, FRS, Wildcat, ReServe, CWS, ESNY, 1184, GP, ESRI, Seacoast and SS are referred to as "FEDCAP."

2. SUMMARY OF ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements of FEDCAP have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") using the accrual basis of accounting. All intercompany accounts and transactions have been eliminated in the accompanying consolidated financial statements.

Accordingly, FEDCAP's consolidated financial statements distinguish between unrestricted, temporarily restricted and permanently restricted net assets and changes in net assets as follows:

Unrestricted Net Assets - consist of all funds which are expendable, at the discretion of FEDCAP's management and Board of Directors, for carrying on daily operations. These funds have neither been restricted by donors nor set aside for any specific purpose.

Temporarily Restricted Net Assets - net-assets that have been limited by donor-imposed stipulations that either expire with the passage of time or can be fulfilled and removed by the actions of FEDCAP pursuant to those stipulations.

Permanently Restricted Net Assets - net assets subject to donor-imposed stipulations that require resources to be maintained as funds of a permanent duration.

Cash Equivalents

FEDCAP considers all highly liquid debt instruments with a maturity of three months or less at the date of purchase, including investments in short-term certificates of deposit and certain money market funds, to be cash equivalents.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2017 and 2016

Contribution and Grant Revenue

FEDCAP records contributions of cash and other assets when an unconditional promise to give such assets is received from a donor. Contributions are recorded at the fair value of the assets received and contributions with donor stipulations that limit the use of donated assets are classified as either permanently restricted if FEDCAP is required to maintain the contribution permanently or temporarily restricted if the stipulation limits the use of the contribution to specific purposes or a time period. Contributions with donor restrictions that are received and met in the same fiscal year are recorded as unrestricted contributions. Otherwise, once stipulated time restrictions end or purpose restrictions are accomplished, temporarily restricted net assets are reclassified to unrestricted net assets as "net assets released from restrictions" in the accompanying consolidated statements of activities.

Revenue Recognition and Deferred Revenue

FEDCAP's revenue primarily relates to contract services and products, and rehabilitation and vocational programs. FEDCAP recognizes such revenue ratably over a contract's term for those with fixed rates. For performance-based contracts, revenues are recognized in the period when related expenditures have been incurred, milestones have been achieved, or services have been performed in compliance with the respective contracts. FEDCAP also generates revenue from the sale of related products, which is recognized at the time of shipment.

Deferred revenue represents cash received in advance of services and will be recognized as the services are performed. Deferred revenue amounted to \$5,064,293 and \$1,156,919 as of September 30, 2017 and 2016, respectively.

Allowance for Doubtful Accounts

The carrying value of contributions and accounts receivable are reduced by an appropriate allowance for uncollectible accounts, and therefore approximates net realizable value. FEDCAP determines its allowance by considering a number of factors, including the length of time receivables are past due, FEDCAP's previous loss history, the donor's current ability to pay its obligation, and the condition of the general economy and the industry as a whole. Receivables outstanding longer than the payment terms are considered past due. FEDCAP writes off accounts receivables when they become uncollectible, and payments subsequently received on such receivables are recorded as income in the period received.

Inventories

Inventories, mainly consisting of distress marker light products and related components, are valued at the lower of cost or market. Cost is determined principally by the first-in, first-out method.

Fixed Assets

Fixed assets purchased for a value greater than \$1,000 and with depreciable lives greater than one year are carried at cost, net of accumulated depreciation. Depreciation is provided over the estimated useful life of the respective asset and ranges from 3 to 40 years. Significant additions or improvements extending asset lives are capitalized; normal maintenance and repair costs are expensed as incurred. Leasehold improvements are amortized based on the lesser of the estimated useful life or remaining lease term.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2017 and 2016

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Commissions

FEDCAP pays commissions to an unrelated not-for-profit entity and a New York State entity to provide information on government contracts that need competitive bids for services. The contracts provide for commissions to be paid to these organizations in the range of 0.88% to 3.85% of the contract amount. Commissions paid relating to these contracts amounted to \$2,568,642 and \$1,728,663 for the years ended September 30, 2017 and 2016, respectively, and is included within contract services and products expense in the accompanying consolidated statements of activities.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. These estimates and assumptions relate to estimates of collectability of accounts receivable, accruals, useful life of property, plant, and equipment, and impairment of long-lived assets. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The fair value of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other liabilities approximates their carrying value due to their short-term maturities. The fair value of long-term debt approximates carrying value based on current interest rates for similar instruments.

Fair Value Measurements

FEDCAP follows guidance for fair value measurements that defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the inputs used to measure fair value and enhances disclosure requirements for fair value measurements. It maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the observable inputs be used when available.

Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from independent sources. Unobservable inputs reflect assumptions that market participants would use in pricing the asset or liability based on the best information available in the circumstances.

The hierarchy is broken down into three levels based on the transparency of inputs as follows:

- Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the measurement date. A quoted price for an identical asset or liability in an active market provides the most reliable fair value measurement because it is directly observable to the market.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

September 30, 2017 and 2016

- Level 2 - Pricing inputs other than quoted prices in active markets, which are either directly or indirectly observable as of the measurement date. The nature of these securities include investments for which quoted prices are available but traded less frequently and investments that are fair valued using other securities, the parameters of which can be directly observed.
- Level 3 - Securities that have little to no pricing observability as of the measurement date. These securities are measured using management's best estimate of fair value, where the inputs into the determination of fair value are not observable and require significant management judgment or estimation.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the entity. FEDCAP considers observable data to be that market data that is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to FEDCAP's perceived risk of that instrument.

Beneficial Interest in Remainder Trusts

Donors have established and funded trusts held by third parties under which specified distributions are to be made to a designated beneficiary or beneficiaries over the trusts' term. Upon termination of the trusts, FEDCAP will receive the assets remaining in the trusts. Trusts are recorded as increases to net assets at the fair value of trust assets, less the present value of the estimated future payments to be made under the specific terms of the trusts. At September 30, 2017 and 2016, FEDCAP's interest in these trusts is reflected at fair value in the accompanying consolidated statements of financial position and is classified as Level 3 within the fair value hierarchy.

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 575,912	\$ 693,049
Contributions and purchases	8,578	7,930
Sales and distributions	(13,516)	(10,580)
Appreciation (depreciation)	<u>57,785</u>	<u>(114,487)</u>
Balance, end of year	<u>\$ 628,759</u>	<u>\$ 575,912</u>

Impairment of Long-lived Assets

FEDCAP reviews the carrying values of its long-lived assets, including property and equipment and other assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be fully recoverable. Recoverability of long-lived assets is assessed by a comparison of the carrying amount of the asset to the estimated future net cash flows expected to be generated by the asset.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2017 and 2016

If estimated future net cash flows are less than the carrying amount of the asset, the asset is considered impaired and an expense is recorded in an amount to reduce the carrying amount of the asset to its fair value.

Tax-Exempt Status

FRS, Wildcat, ReServe, CWS, ESNY, 1184, GP, ESRI, Seacoast, and SS follow guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the financial statements if the position is “more-likely-than-not” to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

FRS, Wildcat, ReServe, CWS, ESNY, GP, ESRI, Seacoast, and SS are exempt from federal income tax under IRC section 501(c)(3), though they are subject to tax on income unrelated to their respective exempt purpose, unless that income is otherwise excluded by the Code. These organizations have processes presently in place to ensure the maintenance of their tax-exempt status; to identify and report unrelated income; to determine their filing and tax obligations in jurisdictions for which they have nexus; and to identify and evaluate other matters that may be considered tax positions. FRS, Wildcat ReServe, CWS, ESNY, GP, ESRI, SS and Seacoast and have determined that there are no material uncertain tax positions that require recognition or disclosure in the consolidated financial statements.

1184, a for-profit corporation, commenced business operations in May of 2016; the organization has not calculated a tax provision as the projected tax liability is immaterial from a financial statement perspective. In addition, 1184 has determined that there are no material uncertain tax positions that require recognition or disclosure in the consolidated financial statements.

Reclassifications

Certain reclassifications were made to the 2016 consolidated financial statements to conform to the 2017 presentation. Such reclassifications did not change total assets, liabilities, revenues, expenses or changes in net assets as previously reflected in the 2016 consolidated financial statements.

3. CONTRIBUTIONS RECEIVABLE

At September 30, 2017 and 2016, contributions receivable, net of the allowance for doubtful accounts, consisted of the following:

	<u>2017</u>	<u>2016</u>
Amounts due within one year	\$ 3,074,667	\$ 656,133
Amounts due in one to five years	<u>10,711</u>	<u>500,000</u>
	3,085,378	1,156,133
Less: allowance for uncollectible receivables	<u>-</u>	<u>(115,000)</u>
	<u>\$ 3,085,378</u>	<u>\$ 1,041,133</u>

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2017 and 2016

Approximately 69% of the contributions receivable (gross) is due from two donors at September 30, 2017.
 Approximately 89% of the contributions receivable (gross) is due from one donor at September 30, 2016.

4. INVESTMENTS

Investments, at fair value, consisted of the following at September 30:

	<u>2017</u>	<u>2016</u>
Money market funds	\$ 3,176,676	\$ 10,492,741
Mutual funds	<u>11,547,459</u>	<u>6,852,332</u>
	<u>\$ 14,724,135</u>	<u>\$ 17,345,073</u>

FEDCAP's mutual fund investments are classified as Level 1 within the fair value hierarchy. FEDCAP's money market fund investments do not meet the definition of a security under US GAAP, and as such, the disclosure requirements for fair value measurements are not applicable.

5. INVENTORIES

Inventories consisted of the following at September 30:

	<u>2017</u>	<u>2016</u>
Inventories:		
Raw materials	\$ 369,867	\$ 382,137
Work-in-process and finished goods	122,802	122,802
Reserve	<u>(90,000)</u>	<u>(90,000)</u>
	<u>\$ 402,669</u>	<u>\$ 414,939</u>

6. FIXED ASSETS, NET

Fixed assets, net, consisted of the following at September 30:

	<u>2017</u>	<u>2016</u>
Fixed assets:		
Land	\$ 1,017,809	\$ 1,017,809
Building improvements	531,382	498,951
Buildings	33,280,420	33,280,420
Capital lease - building	35,918,547	35,918,547
Furniture, fixtures and computer systems	11,509,522	9,023,535
Leasehold improvements	<u>7,002,207</u>	<u>6,357,782</u>
	89,259,887	86,097,044
Less: accumulated depreciation	<u>(14,335,100)</u>	<u>(10,241,874)</u>
	<u>\$ 74,924,787</u>	<u>\$ 75,855,170</u>

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
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Depreciation and amortization expense for the years ended September 30, 2017 and 2016 was \$4,116,984 and \$3,918,260, respectively.

7. CAPITAL LEASES

In May of 2014, FRS entered into a condominium leasehold agreement in a building located at 205 East 42nd Street in New York City for 64,303 square feet of space consisting of the entire second and third floor and a portion of the ground floor. FRS began occupying the space in December 2014 and the agreement expires in fiscal 2043. The interest rate is fixed at 4.20%. FRS accounted for this agreement as a capital lease, and as such, the related cost of \$35,918,547, representing the present value of the total future minimum lease payments due at the inception of the agreement, is included within "Fixed assets, net" in the accompanying consolidated statements of financial position at September 30, 2017 and 2016. FRS occupied the condominium in December 2014 and recorded depreciation expense of \$1,238,571 in fiscal 2017 and 2016. The outstanding principal balance on the lease as of September 30, 2017 and 2016, is \$36,461,573 and \$36,564,980, respectively.

During fiscal 2015, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$22,074, principal and interest are paid monthly. As of September 30, 2017, and 2016, accumulated depreciation associated with this lease agreement is \$11,037 and \$6,662, respectively. The outstanding principal balance on the lease as of September 30, 2017 and 2016, is \$11,038 and \$15,452, respectively. The maturity date is March 31, 2020 and the interest rate is fixed at 6.73%.

During fiscal 2015, CWS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$44,464, principal and interest are paid monthly. As of September 30, 2017, and 2016, accumulated depreciation associated with this lease agreement is \$22,232 and \$12,893, respectively. The outstanding principal balance on the lease as of September 30, 2017 and 2016, is \$22,233 and \$31,125, respectively. The maturity date is March 31, 2020 and the interest rate is fixed at 6.73%.

During fiscal 2015, ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of \$80,785, principal and interest are paid monthly. As of September 30, 2017, and 2016, the accumulated depreciation balance was \$36,040 and \$19,922, respectively. The outstanding principal balance on the lease as of September 30, 2017 and 2016, was \$44,745 and \$60,863, respectively. The maturity date is June 30, 2020 and the interest rate is fixed at 6.97%.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2017 and 2016

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the net minimum lease payments as of September 30, 2017:

Year Ending September 30,	
2018	\$ 1,672,075
2019	1,672,075
2020	1,888,151
2021	1,911,084
2022	1,911,084
Thereafter	<u>54,589,528</u>
Total minimum lease payments	63,643,997
Less: Amount representing interest	<u>(27,104,409)</u>
Present value of net minimum lease payments	<u>\$ 36,539,588</u>

8. REVOLVING LOANS

Israel Discount Bank of New York

FRS entered into a revolving loan agreement with Israel Discount Bank of New York ("IDB") to finance working capital needs with an aggregate principal amount not to exceed \$15,000,000. The line is collateralized by FRS's accounts receivable and matures on July 2018. The interest rate for the revolving loan agreement is the Prime Rate. As of September 30, 2017, and 2016, FEDCAP had borrowings on this line of credit of \$14,653,273 and \$13,453,272, respectively, at an interest rate of 4.25% and 3.50%, respectively.

RBS Citizens Bank, N.A.

ESNY has an agreement with RBS Citizens Bank, N.A for a \$3,500,000 revolving line of credit with FRS as the co-borrower. The line of credit matured on December 15, 2016 and was extended to mature on December 15, 2018, at which time the line was decreased to \$3,000,000. As of September 30, 2017, and 2016, ESNY had borrowings on this line of credit of \$3,000,000 and \$3,033,426 at an interest rate of 3.50% and 2.77%, respectively.

9. LONG-TERM DEBT

Notes Payable

In conjunction with leasing space for a program operated in the Bronx, New York, FRS borrowed \$220,000 during fiscal 2012 from the landlord, LMKW L.P., for the costs to build out the space. This loan is being repaid over a period of six years at an interest rate of 5%. As of September 30, 2017, and 2016, the principal balance outstanding was \$-0- and \$55,544, respectively.

On January 1, 2013, CWS borrowed \$219,181 from the Georgianna Goddard Eaton Memorial Fund ("Eaton Fund"), a related party, to fund leasehold improvements. Under the terms of the note, payments, including interest at a rate of 3%, are due on a monthly basis commencing on April 1, 2013 and ending on January 1, 2017. At September 30, 2017 and 2016, the principal balance outstanding was \$-0- and \$28,989, respectively.

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On September 15, 2014, ESNY entered into a \$63,045 note payable to finance the purchase of computers. The interest rate charged on the outstanding borrowings is fixed at a rate equal to 3.15%. Monthly principal and interest payments of \$1,841 commenced November 2014 and in October 2017 all remaining outstanding principal and interest were due. The note is secured by the computers. At September 30, 2017 and 2016, the principal balance outstanding was \$-0- and \$21,475, respectively.

On December 5, 2014, ESNY entered into a \$1,980,000 mortgage note payable to finance the acquisition of certain property located in Valhalla, New York. The note was secured by the property and is guaranteed by FRS. The interest rate is 3.66% for the first 60 months then, as of the first day of the sixty-first month, the interest rate will reset to 1.75% in excess of the then bank's five-year Cost of Funds. In no event shall the reset rate be less than 3.66%. Principal and interest of \$9,153 is payable monthly through the maturity date of January 1, 2025. At September 30, 2017 and 2016, the outstanding principal balance was \$1,874,696 and \$1,914,257, respectively.

Bonds Payable

In December 2013, FRS entered into a Loan Agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the purchase of the sixth floor of a building located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$18,450,000 of tax-exempt revenue bonds ("Series 2013A"). Monthly payments of interest commenced in June 2014. The Series 2013A bonds have a coupon rate of 4.2% with a maturity date of December 1, 2033. The Series A bonds were placed with IDB and, as part of the bond purchase and continuing covenant agreement between FRS and IDB, FRS must maintain a minimum balance with IDB of \$4,000,000, which is included within investments in the accompanying consolidated statements of financial position at September 30, 2017 and 2016. At September 30, 2017 and 2016, the outstanding principal balance of the Series 2013A bonds was \$17,520,000 and \$17,995,000, respectively.

In December 2010, ESNY in connection with the Monroe County Industrial Development Corporation and RBS Citizens Bank, N.A. issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds ("Series 2010"). The Series 2010 bonds were used to finance the acquisition of certain property located in Irondequoit, New York and to refinance certain ESNY debt. The Series 2010 bonds are secured by a mortgage on all properties and improvements financed by the bond and are guaranteed by FRS. ESNY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee as defined in the agreement. The agreement also requires bank approval prior to ESNY incurring additional indebtedness. The Series 2010 bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016 and thereafter every five years through June 1, 2036. At September 30, 2017 and 2016, the outstanding principal balance of the Series 2010 bonds was \$4,537,395 and \$4,683,050, respectively.

On February 23, 2011, ESNY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Bonds. The swap agreement had an outstanding notional amount of \$4,526,910 and \$4,929,360 at September 30, 2017 and 2016, respectively. The outstanding notional amount decreases, in conjunction with bond principal reductions, until the agreement terminates in January 2031. ESNY remits interest at fixed rate of 2.99% and receives interest at a variable rate (68% of the sum of the monthly LIBOR rate plus 2.65% (2.99% and 1.93% at September 30, 2017 and 2016, respectively)). The fair value of the interest rate swap agreement as of September 30, 2017 and 2016 reflected a liability of \$625,315 and \$977,731, respectively. The swap is included within other liabilities in the accompanying consolidated statement of financial position, and is classified as Level 2 within the fair value hierarchy.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
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The following is a summary of minimum principal payments due on the notes and bonds at September 30, 2017:

	<u>Notes Payable</u>	<u>Bonds Payable</u>	<u>Total</u>
Year Ending September 30,			
2018	\$ 40,967	\$ 633,453	\$ 674,420
2019	42,513	657,500	700,013
2020	43,934	681,670	725,604
2021	45,776	706,050	751,826
2022	47,504	735,490	782,994
Thereafter	<u>1,654,002</u>	<u>18,643,232</u>	<u>20,297,234</u>
Total	<u>\$ 1,874,696</u>	<u>\$ 22,057,395</u>	<u>\$ 23,932,091</u>
Less: current portion			674,420
Less: bond issuance cost			<u>506,915</u>
Long-term debt, net of current portion			<u>\$ 22,750,756</u>

10. LOANS AND ADVANCES FROM GOVERNMENT CONTRACTS

On August 1, 2012, FRS entered in a contract with New York City Human Resources Agency ("HRA") to operate HRA's WeCare program in the Boroughs of Brooklyn and Queens. Under the terms of the contract, HRA may make advances for working capital purposes. These advances are non-interest bearing and will be recouped during the course of the contract in accordance with HRA policy, but no later than the last year of the contract. On July 13, 2015, HRA made an advance of \$1,800,000 for working capital purposes. This advance was non-interest bearing and was to be recouped during the course of the contract in accordance with HRA policy beginning January 2016, but no later than July of 2016. This advance was fully recouped in fiscal year ending September 30, 2016.

On September 29, 2017 FRS received a loan of \$1,500,000 from the Fund for the City of New York to cover operating expenses pending contract registration and receipt of funds from HRA. This loan is non-interest bearing and will be repaid no later than 30 days from the date of the loan, upon receipt of the funds from HRA or on demand for payment by the Fund for the City of New York. At September 30, 2017, the balance from this loan was \$1,500,000. This loan was repaid in November of 2017.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

September 30, 2017 and 2016

11. COMMITMENTS AND CONTINGENCIES

FEDCAP has leases for offices, program related facilities, and equipment expiring at various dates through 2032. The approximate future minimum lease commitments under existing operating leases are as follows:

Year Ending September 30,	
2018	\$ 10,159,601
2019	5,691,351
2020	3,448,781
2021	2,853,460
2022	2,543,432
Thereafter	<u>6,307,258</u>
Total	<u>\$ 31,003,883</u>

Certain office leases contain renewal and escalation clauses. For leases with escalation clauses, FEDCAP recognized rent expense on a straight-line basis and recognized a deferred rent liability of \$1,773,782 and \$1,161,996 at September 30, 2017 and 2016, respectively, which is included in other liabilities in the accompanying consolidated statements of financial position. In addition to the base rents, FEDCAP is obligated to pay additional amounts for increased operating costs.

Rent expense was \$11,208,061 and \$10,118,415 for the years ended September 30, 2017 and 2016, respectively.

CWS sublets a portion of its facilities to tenants under operating leases that expire between April 2017 and May 2020. For the years ended September 30, 2017 and 2016, rental income from these subleases was \$293,318 and \$324,857, respectively. The future minimum sublease rental payments to be received are as follows:

Year Ending September 30,	
2018	\$ 242,815
2019	170,000
2020	<u>57,500</u>
Total	<u>\$ 470,315</u>

FEDCAP is engaged in various lawsuits incidental to its operations. In the opinion of management, the ultimate outcome of pending litigation will not have a material adverse effect on the consolidated financial position and results of operations of FEDCAP.

FEDCAP participates in a number of federal and state programs. These programs require that FEDCAP comply with certain requirements of laws, regulations, contracts, and agreements applicable to the programs in which it participates. All funds expended in connection with government grants and contracts are subject to audit by government agencies. While the ultimate liability, if any, from such audits of government contracts by government agencies is presently not determinable, it should not, in

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
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the opinion of management, have a material effect on FEDCAP's financial position or change in net assets. Accordingly, no provision for any such liability that may result has been made in the accompanying consolidated financial statements.

12. TUITION REVENUE

FRS receives funding for the Career Design School from the New York State Education Department, administered by the Bureau of Proprietary School Supervision. Gross tuition income, which equaled net tuition income, was \$1,094,605 and \$1,158,080 for the years ended September 30, 2017 and 2016, respectively, and has been included within rehabilitation and vocational programs in the accompanying consolidated statements of activities.

13. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets were restricted for the following purposes as of September 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
For use in future periods for:		
Employment and job search programs	\$ 602,111	\$ 413,139
Time restricted	<u>1,622,427</u>	<u>1,156,133</u>
Total	<u>\$ 2,224,538</u>	<u>\$ 1,569,272</u>

Net assets released from restrictions during the years ended September 30, 2017 and 2016 were as follows:

	<u>2017</u>	<u>2016</u>
Employment and job search programs	<u>\$ 779,151</u>	<u>\$ 745,820</u>

14. PERMANENTLY RESTRICTED NET ASSETS

Permanently restricted net assets are comprised of the following as of September 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Easter Seals endowment	\$ 509,428	\$ 509,428
ReServe endowment	<u>75,000</u>	<u>75,000</u>
	<u>\$ 584,428</u>	<u>\$ 584,428</u>

15. RELATED PARTY TRANSACTIONS

Members of the Board of Directors of FEDCAP are associated with a law firm that has provided legal services to FEDCAP with fees of \$312,012 and \$285,776 during the years ended September 30, 2017 and 2016, respectively.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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A CWS Board member is a trustee of the Eaton Fund, the holder of the CWS promissory note (refer to Note 9). CWS also leases its facilities from the Eaton Fund. Rent paid to Eaton Fund for the years ended September 30, 2017 and 2016 was \$129,996.

16. EMPLOYEE BENEFIT PLANS

Effective January 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the Internal Revenue Code for employee voluntary salary reduction contributions. Employees are eligible to participate in the plan as of their employment date.

Effective October 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the Internal Revenue Code for employees working on government contracts with a defined contribution pension plan based on a contractual formula. Employees are eligible to participate in the plan upon satisfactory completion of a three-month probationary period.

Effective October 1, 1994, FEDCAP established a Defined Contribution Plan under Section 403(b) of the Internal Revenue Code for qualified participants, primarily employees who do not work on contracts. In November 1, 2010, the Defined Contribution Plan was amended to allow all employees to participate in the plan immediately upon hire. FEDCAP matches employee contributions up to 3% of their salaries. Employer matching contributions fully vest after three years of employment.

Plan contributions are invested in one or more of the funding vehicles available to participants under the plans. Each participant is fully and immediately vested in employee contributions. Employer contributions to the plans amounted to \$6,186,322 and \$6,492,132 for the years ended September 30, 2017 and 2016, respectively.

17. ACQUISITION

Effective February 1, 2017, FRS entered into a combination agreement with Single Stop USA, Inc. to become its sole member. The determination to acquire Single Stop USA, Inc. was predicated on the similarities in mission. Single Stop provides coordinated services to holistically connect people to the resources they need to attain higher education, obtain good jobs, and achieve financial self-sufficiency. This acquisition was affected without the transfer of consideration, and as such an inherent contribution of \$1,947,081 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
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The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition:

Cash and cash equivalents	\$ 4,434,379
Accounts receivable, net	252,430
Contributions receivable	1,449,503
Prepaid expenses and other assets	131,553
Other assets	271,816
Fixed assets	958,033
Accounts payable and accrued expenses	(2,671,188)
Deferred revenue	(2,485,700)
Other liabilities	<u>(393,745)</u>
	<u>\$ 1,947,081</u>

Effective November 1, 2016, GP entered into a combination agreement with Seacoast Pathways, Inc. to become its sole member. The determination to acquire Seacoast Pathways, Inc. was predicated on the similarities in mission and a geographic expansion of services in the New England Region. The mission of Seacoast Pathways is to support adults living with mental illness on their paths to recovery through the work-ordered day.

This acquisition was effected without the transfer of consideration, and as such an inherent contribution of \$38,724 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition:

Cash and cash equivalents	\$ 35,724
Investments	<u>3,000</u>
	<u>\$ 38,724</u>

18. CONCENTRATIONS

FEDCAP provides building services for federal buildings, which comprised 20% and 21% of total revenues during the years ended September 30, 2017 and 2016, respectively. FEDCAP provides offsite data entry personnel, custodial and other services to various branches of the state and city government through one New York State organization, which comprised 5% and 10% of total revenues during the years ended September 30, 2017 and 2016, respectively. FEDCAP provides homecare services to one customer comprising 1.1% and 2% of total revenues during the years ended September 30, 2017 and 2016, respectively.

Financial instruments that potentially subject FEDCAP to concentrations of credit and market risk consist principally of cash and cash equivalents on deposit with financial institutions, which from time to time may exceed the Federal Deposit Insurance Corporation ("FDIC") limit. Management does not believe that a significant risk of loss exists due to the failure of a financial institution.

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19. SUBSEQUENT EVENTS

FEDCAP evaluated its September 30, 2017 consolidated financial statements for subsequent events through May 11, 2018, the date the consolidated financial statements were available for issuance. Except as discussed in Note 8, above, and the subsequent paragraphs, FEDCAP is unaware of any events which would require recognition or disclosure in the accompanying consolidated financial statements.

On October 31, 2017, FRS entered into a combination agreement with Benevolent to become its sole member. This combination was predicated on the similarities of mission and enhancement of our ability to provide economic wellbeing for the individuals we serve. The combination further diversifies funding to individuals and families in need, through non-government sources.

On November 21, 2017, FRS entered into a combination agreement with MVLE to become its sole member. MVLE provides employment, support and rehabilitation services to individuals with disabilities in the Northern Virginia and Washington, D.C. area. This combination was predicated on the synergies of mission and geographic expansion of services in the Mid-Atlantic Region.

On January 3, 2018, FRS entered into a combination agreement with Easter Seals Central Texas ("ESCT") to become its sole member. ESCT provides services to individuals with disabilities throughout the life cycle through outpatient medical rehabilitation, workforce development and community housing and integration programs in the Central Texas region. This combination was predicated on the similarities of mission and geographic expansion of services into the Southwest Region. The addition of ESCT expands the core services to the populations served through our Easter Seals brand whose current operations are in New York and Rhode Island.

In December 2017, FRS entered into a Loan Agreement with Build NYC, a local development corporation, for Build NYC to issue bonds to finance the renovations of the headquarters site located at 633 Third Avenue in New York City, program operations site located at 210 East 43 Street in New York City and the acquisition and installation of equipment for Oracle enterprise resource planning infrastructure. Build NYC issued \$9,280,000 of tax-exempt revenue bonds ("Series 2017A") and \$715,000 of taxable revenue bonds ("Series 2017B") carrying an interest rate of 3.912% and 4.53%, respectively. Monthly payment of interest and principal commenced on February 1, 2018, with a maturity date of December 1, 2042. The Series 2017A and 2017B bonds were placed with TD Bank.

On April 4, 2018, FRS entered into a combination agreement with Easter Seals North Texas ("ESNT") to become its sole member. ESNT provides services to individuals with disabilities throughout the life cycle through early childhood programs, outpatient rehabilitation, home care, employment and veterans integration programs in the North Texas region. This combination was predicated on the similarities of mission and geographic expansion of services into the Southwest Region. The addition of ESNT expands the core services to the populations served through our Easter Seals brand whose current operations are in New York and Rhode Island.

SUPPLEMENTARY INFORMATION

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidating Statement of Financial Position
As of September 30, 2017

	Fedcap Rehabilitation Services, Inc.	Wildcat Services Corporation	ReServe	Community Work Service	Easter Seals NT	Granite Pathways	Red Manop	Easter Seals RI	Single Step	Senecetal	Eliminations	Consolidated
ASSETS												
CURRENT ASSETS												
Cash and cash equivalents	\$ 10,262,461	\$ 244,613	\$ 260,312	\$ 275,387	\$ 1,435,019	\$ 167,716	\$ (12,933)	\$ 182,885	\$ 1,466,781	\$ 66,784	\$ -	\$ 14,353,025
Accounts receivable (net of allowance for doubtful accounts of approximately \$1,476,600 in 2017 and \$2,090,000 in 2016)	70,930,249	4,660,940	816,271	791,660	4,203,462	200,840	-	615,599	-	-	-	42,224,021
Intercompany accounts receivable	80,443,447	19,823,436	3,600,038	10,282,564	18,002,231	1,550,418	608,223	533,655	20,971,903	3,103	(160,718,818)	-
Contributions receivable (net of allowance for uncollectible contributions of approximately \$0 in 2017 and \$115,000 in 2016)	722,339	-	-	-	16,454	274	-	22,278	2,324,083	-	-	3,045,378
Inventories, net	394,677	-	-	-	7,992	-	-	-	-	-	-	402,669
Prepaid expenses and other assets	1,877,576	14,913	1,607	25,110	121,848	1,751	8,965	3,704	46,380	3,250	-	5,120,104
Total current assets	127,630,749	24,743,902	9,678,228	11,374,721	21,806,006	1,920,999	604,255	1,362,871	24,709,147	73,137	(160,718,818)	65,165,197
Investments	14,433,682	-	115,742	-	160,580	-	-	11,131	-	3,000	-	14,724,135
Food assets, net	66,085,440	6,017	29,999	387,582	7,344,881	(20,174)	111,874	37,494	801,326	-	-	74,924,787
Art objects	21,750	-	-	-	-	-	-	-	-	-	-	21,750
Beneficial interest in remainder trust	37,810	-	-	-	554,460	-	-	36,489	-	-	-	628,759
Other assets	108,000	-	-	-	-	-	-	-	-	-	-	108,000
Total assets	\$ 208,317,431	\$ 24,749,919	\$ 9,823,969	\$ 11,762,303	\$ 31,865,927	\$ 2,041,173	\$ 716,129	\$ 1,447,985	\$ 25,510,473	\$ 76,137	\$ (160,718,818)	\$ 153,592,628
LIABILITIES AND NET ASSETS												
CURRENT LIABILITIES												
Accounts payable and accrued liabilities	\$ 26,061,807	\$ 259,316	\$ 23,060	\$ 279,340	\$ 1,323,423	\$ 59,603	\$ 13,276	\$ 75,001	\$ 4,283,971	\$ 200	\$ -	\$ 32,382,996
Intercompany payable	74,651,262	25,817,847	10,338,099	11,348,823	20,274,124	1,607,137	781,832	1,182,078	13,756,745	121,631	(160,718,818)	-
Deferred revenues	228,743	19,269	-	-	1,105	-	1,157	-	4,814,019	-	-	5,064,293
Loans and advance from government contracts	1,500,000	-	-	-	-	-	-	-	-	-	-	1,500,000
Current revolving loans	14,653,273	-	-	-	-	-	-	-	-	-	-	14,653,273
Current portion of obligations under capital leases	1,672,075	-	-	-	-	-	-	-	-	-	-	1,672,075
Current portion of long-term debt	495,003	-	-	-	179,417	-	-	-	-	-	-	674,420
Total current liabilities	119,262,163	29,095,632	10,361,159	11,668,163	21,778,069	1,666,739	796,285	1,561,079	22,854,735	121,831	(160,718,818)	53,947,057
LONG-TERM LIABILITIES												
Obligations under capital leases	34,820,335	-	-	22,333	44,745	-	-	-	-	-	-	34,867,513
Long-term debt, net of current portion	16,683,320	-	-	-	6,067,436	-	-	-	-	-	-	22,750,756
Revolving loans	-	-	-	-	3,000,000	-	-	-	-	-	-	3,000,000
Other liabilities	2,296,795	-	-	34,637	653,578	-	-	-	420,770	-	-	3,407,780
Total liabilities	173,042,613	29,095,632	10,361,159	11,725,033	31,545,828	1,666,739	796,285	1,561,079	23,275,505	121,831	(160,718,818)	119,974,106
NET ASSETS												
Unrestricted	34,480,406	(1,345,713)	(1,168,099)	25,502	(151,561)	374,434	(80,156)	(113,094)	800,351	(45,714)	-	32,810,536
Temporarily restricted	794,212	-	(4,091)	-	-	-	-	-	1,434,417	-	-	2,224,538
Permanently restricted	-	-	75,000	7,768	501,660	-	-	-	-	-	-	584,428
Total net assets	35,274,618	(1,345,713)	(1,097,190)	37,270	328,099	374,434	(80,156)	(113,094)	2,234,768	(45,714)	-	33,619,522
Total liabilities and net assets	\$ 208,317,431	\$ 24,749,919	\$ 9,823,969	\$ 11,762,303	\$ 31,865,927	\$ 2,041,173	\$ 716,129	\$ 1,447,985	\$ 25,510,473	\$ 76,137	\$ (160,718,818)	\$ 153,592,628

This statement should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidating Statement of Activities
For the year ended September 30, 2017

	Unrestricted										
	Fedcap Rehabilitation Services Inc.	Wildcat Services Corporation	ReServe	Community Work Services	Easter Seals New York	Granite Pathways	Red Mango	Easter Seals Rhode Island	Single Stop	Seacoast Pathways	Consolidated
REVENUES											
Contract services and products	\$ 92,797,810	\$ 8,099,132	\$ -	\$ 1,031,783	\$ -	\$ -	\$ 338,348	\$ -	\$ -	\$ -	\$ 102,267,073
Rehabilitation and vocational programs	94,972,785	2,357,692	1,256,483	3,372,165	23,393,174	1,430,302	-	1,034,780	1,419,367	35,746	137,272,899
Contributions and grants	1,933,479	1,000	93,610	419,704	456,063	125,647	-	211,168	9,812,958	11,240	13,067,009
Inherent contribution	-	-	-	-	-	-	-	-	1,947,081	38,724	1,985,805
Unrealized gains on investments	976,558	-	-	-	-	-	-	-	-	-	976,558
Interest income	296,917	-	357	640	19,364	-	-	-	-	-	319,607
Miscellaneous revenue	766,496	4,931	2,287	110,611	296,416	-	-	-	2,129	-	1,180,845
Net assets released from restrictions	513,093	-	46,170	-	219,888	-	-	-	54	-	779,131
Total revenues	192,257,138	10,464,805	1,399,112	4,934,903	29,385,205	1,555,989	338,348	1,246,048	13,181,619	85,710	257,848,947
EXPENSES											
Program services											
Contract services and products	83,130,225	7,274,833	-	1,293,570	52	-	-	-	-	-	91,718,680
Rehabilitation and vocational programs	80,802,229	2,371,489	1,818,954	2,554,076	26,304,023	1,251,058	535,056	1,010,905	11,398,414	131,424	131,181,632
	163,932,454	9,646,322	1,818,954	3,847,646	26,304,075	1,251,058	535,056	1,010,905	11,398,414	131,424	222,900,312
Supporting services											
Management and general	27,508,867	1,203,176	182,815	1,190,977	2,654,030	30,503	-	134,110	795,555	-	31,702,035
Development	1,083,683	-	-	84,520	1,239	-	-	245,868	187,169	-	1,612,479
	28,592,550	1,203,176	182,815	1,285,497	2,655,269	30,503	-	379,978	982,724	-	35,314,514
Total expenses	192,545,001	10,851,500	3,001,769	5,133,137	28,963,344	1,281,571	535,056	1,390,883	12,381,138	131,424	258,214,826
Change in net assets - unrestricted	(287,866)	(386,695)	(602,657)	(198,234)	421,861	274,418	(196,703)	(144,835)	800,551	(45,714)	(365,879)
Net assets at beginning of year - unrestricted	34,768,772	(959,018)	(305,443)	227,736	(603,422)	100,016	116,352	31,741	-	-	33,176,455
Net assets at end of year - unrestricted	\$ 34,480,906	\$ (1,345,713)	\$ (1,108,099)	\$ 29,502	\$ (181,561)	\$ 374,434	\$ (80,356)	\$ (113,094)	\$ 800,551	\$ (45,714)	\$ 32,810,556
Temporarily Restricted											
REVENUES											
Contributions and grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,434,417	\$ -	\$ 1,434,417
Net assets released from restrictions	(513,093)	-	(46,170)	-	(219,888)	-	-	-	-	-	(779,131)
Total revenues	(513,093)	-	(46,170)	-	(219,888)	-	-	-	1,434,417	-	655,266
Change in net assets - Temporarily Restricted	(513,093)	-	(46,170)	-	(219,888)	-	-	-	1,434,417	-	655,266
Net assets at beginning of year - Temporarily Restricted	1,307,305	-	41,079	-	219,888	-	-	-	-	-	1,569,272
Net assets at end of year - Temporarily Restricted	\$ 794,212	\$ -	\$ (4,091)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,434,417	\$ -	\$ 2,224,538

This statement should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Schedule of Functional Expenses
For the year ended September 30, 2017 (with comparative totals for the year ended September 30, 2016)

	2017						2016	
	Program Services			Supporting Services			Total Expenses	Total Expenses
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total		
Salaries and related expenses	\$ 62,495,423	\$ 75,531,865	\$ 138,027,288	\$ 13,885,828	\$ 747,382	\$ 16,633,210	\$ 154,660,498	\$ 141,026,223
Professional fees	61,093	14,117,593	14,178,691	2,739,261	173,008	2,912,269	17,090,960	6,108,672
Professional development and evaluation	5,212	566,041	571,253	87,949	1,785	89,734	660,987	612,999
Materials and supplies	4,005,974	1,350,142	5,356,116	265,167	8,043	273,210	5,629,326	6,504,743
Commissions	2,933,502	-	2,933,502	10,018	-	10,018	2,943,520	2,550,631
Telephone	95,865	737,298	833,163	432,274	5,911	438,185	1,271,348	1,274,436
Postage and shipping	802,608	118,708	921,316	99,807	1,073	100,880	1,022,196	1,199,494
Insurance	1,055,962	870,960	1,926,922	443,601	1,187	444,788	2,371,710	2,614,504
Occupancy costs	547,684	13,734,382	14,282,066	1,358,804	115,357	1,474,161	15,756,227	13,642,766
Equipment rental and maintenance	631,204	500,178	1,131,382	385,369	3,431	388,800	1,520,182	889,987
Equipment purchases	274,331	649,616	923,947	38,797	243	39,040	962,987	330,557
Client transportation and travel	154,761	4,409,347	4,564,108	1,057,626	46,886	1,104,512	5,668,620	4,632,240
Subscription and printing	61,372	87,672	149,044	84,032	18,046	102,078	251,122	254,946
Technology	196,552	1,196,688	1,393,240	1,842,067	49,130	1,891,197	3,284,437	2,451,276
Interest expense and bank charges	11,212	43,878	55,090	3,023,970	90	3,024,060	3,079,150	3,476,490
Bad debt provision (recovery)	-	5,093	5,093	294,507	-	294,507	299,600	1,046,376
Subcontractor expense	17,653,581	10,109,133	27,762,714	45,193	-	45,193	27,807,907	27,191,804
Stipends	29,786	3,748,285	3,778,071	46,575	10,395	56,970	3,835,041	4,428,846
Security guard expense	1,225	891,233	892,458	31,673	-	31,673	924,131	750,358
Other	553,609	1,718,014	2,271,623	2,356,558	429,712	2,786,270	5,057,893	3,124,582
Total expenses before depreciation and amortization	91,570,956	130,386,131	221,957,087	30,529,076	1,611,679	32,140,755	254,097,842	224,111,930
Depreciation and amortization	147,724	795,501	943,225	3,172,959	800	3,173,759	4,116,984	3,918,260
Total expenses	\$ 91,718,680	\$ 131,181,632	\$ 222,900,312	\$ 33,702,035	\$ 1,612,479	\$ 35,314,514	\$ 258,214,826	\$ 228,030,190

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.



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BOARD OF DIRECTORS

William Rider, Interim Chairman

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Heather Blumenfeld, SHRC Peer Leadership Council

ROBIN FISK, JD, MHCDS
SENIOR VICE PRESIDENT OCCUPATIONAL HEALTH

QUALIFICATIONS

- Experienced health lawyer with a demonstrated record working with teams to build networks, projects and companies
 - A practical visionary working on health delivery system transformation,
 - Functioned as in-house counsel for managed care companies in metro New York, Texas and Massachusetts
 - Served as lead counsel for 4 insurer start-ups, several service line and service area expansions and as contract counsel to a national provider
 - Detail-oriented draftsman, experienced with designing and documenting complex health system structures and financial risk arrangements
 - Served as specialty counsel to system legal departments.
 - Incorporates her big picture view and coaching style into her work
 - Compliance-minded professional with demonstrated capability managing regulatory relationships
-

EXPERIENCE

2017 to present Senior Vice President, Occupational Health Fedcap Rehabilitation Services, Inc.

- Responsible for overall division management, program expansion, and development, fiscal integrity, quality compliance and external relationships

2016 to 2017 Corporate Counsel, Apria Healthcare, LLC

- Advised on managed care contracts for national durable medical equipment company

2000 to 2016 Fisk Law Office, PLLC

- Represented health providers, insurers and health plans with an emphasis on commercial, Medicare & Medicaid plans, business arrangements, contract negotiations, claim payment, compliance and regulatory relations
- Functioned as in-house counsel for managed care companies in metropolitan New York, Texas and Massachusetts
- Served as lead counsel for 4 insurer start-ups, several service line and service area expansions and as contract counsel to a national provider

2008 to 2015 Adjunct Instructor, Health Law & Ethics, Plymouth State University MBA Program

2006 to 2011 Contributor, Managed Care Contracting and Provider Payment

- Author of online column on managed care contracting and issues between payers and providers
-

EDUCATION AND CERTIFICATIONS

- Dartmouth College, Tuck School - The Dartmouth Institute, Master of Health Care Delivery Science, 2017
- Boston University School of Law, Boston, MA. J.D.
- University of Pittsburgh, Pittsburgh, PA, B.A.

- Additional Courses: Courses toward LLM in Taxation at the University of Baltimore School of Law.
Courses in Financial and Managerial Accounting, Harvard University Extension

CERTIFICATIONS

Law Licenses in Maryland (inactive); New Hampshire

CRAIG S. STENNING

SENIOR VICE PRESIDENT NEW ENGLAND REGION

QUALIFICATIONS

- Founder and CEO of CODAC Behavioral Health Centers in Rhode Island
- Credited with growing agency to become the largest outpatient provider of recovery services in the New England region
- Extensive government experience, appointed in 2000, as the State of Rhode Island's first Director for the Office of Behavioral Healthcare; in 2004, as the Director of Developmental Disabilities and in 2008, as the Director of the Department of Behavioral Health, Developmental Disabilities and Hospitals—serving in that capacity for two different administrations
- Credited for implementing the "Employment First" initiative in Rhode Island, which transitioned individuals from sheltered workshops to integrated community employment

EXPERIENCE

2017 to present Executive Director, Community Work Services (CWS) and EasterSeals RI; Senior Vice-President for the New England Region, Fedcap Rehabilitation Services, Inc.

- Responsible for overall program management, program expansion and development, fiscal integrity, quality compliance and external relationships
- Oversight day to day operations of New England division of Fedcap's support services

2015 to 2017 Executive Director, Easter Seals NY and RI; Senior Vice-President for Occupational Health, Fedcap Rehabilitation Services, Inc.

- Responsible for the development, funding, licensing and quality assurance of a community based system of care for individuals with substance use disorders and mental health issues – residential, partial hospitalization, intensive outpatient and outpatient; development, funding, licensing and quality assurance of a community based system of care for individuals with intellectual disabilities; and oversight and director of the state's only public medical and psychiatric hospital.

2008 to 2015 Director, RI Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (formerly MHRH)

- Appointed and Confirmed under two administrations

2000 to 2008 Executive Director, Division of Behavioral Health Care Services MHRH – State of Rhode Island

EDUCATION AND CERTIFICATIONS

- University of Rhode Island, B.A. Degree in Political Science and Urban Studies
- University of Rhode Island, Master's Degree in Public Administration
- Honorary Doctor of Health Sciences, 2011 Rhode Island College

CERTIFICATIONS

- Kennedy School of Public Policy, Harvard University, Senior Leadership Training Program.

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- University of Miami and National Institute of Mental Health, Drug Abuse Training Center, Clinical Course
- Yale University, Drug Dependence Institute
- University of Rhode Island, College of Business, Administrative Planning for Non-Profit Agencies
- Leadership Rhode Island, Community Leadership Development Program

D O R E E N S H O C K L E Y
DIRECTOR OF PROGRAMS AND SERVICES

QUALIFICATIONS

- Well organized, innovative and intensely motivated with ability to set priorities and allocate limited resources
- Skilled at managing communications and complex relationships with multiple stakeholders who have varying priorities and professional competencies
- Proficient in conducting gaps analyses and identify opportunities for capacity building
- Experienced in program implementation and budgeting

EXPERIENCE

- 2017 to present Director of Programs and Services, Granite Pathways Concord, NH**
- Responsible for overseeing program implementation, overall performance evaluation, and program budgets
 - Manage and organize documentation and reporting for any procurement processes, program compliance reports, and program metrics
 - Oversight of a range of programs ensuring strong program implementation from a higher level of planning, execution, performance evaluation, and strategic growth management
 - Ensure targeted program goals and outcome measures are being met by
 - Ensure all staff executes requirements consistently with contract/policy
 - Build partnerships, develop and ensure Memorandums of Understanding are executed with appropriate organizations across the state
 - Participate in maintaining an up to date staffing plan including any recruitment, hiring, or on-boarding of new staff
 - Direct liaison to the State Bureau of Drug and Alcohol Services; Continuum of Care Network, and other assigned statewide stakeholder groups
 - From a high level, analyze performance metrics and steer strategy and operations towards innovation for seamless care, targeted outcomes, and long-term sustainability
 - Regular monitoring and identification of national, state, and local grant opportunities
- 2016 to 2017 Project Director, Harbor Homes, Inc. Peer Recovery Support Services (PRSS) facilitating organization (FO) contract Nashua, NH**
- Responsible for completion of an environmental scan in the state of New Hampshire to identify the readiness of PRSS for accreditation by the Council on Accreditation of Peer Recovery Services (CAPRSS) in Recovery Community Organizations (RCO)
 - Subcontracting with at least 5 organizations that are the “most ready” for CAPRSS accreditation
 - Assist each organization with the CAPRSS accreditation process
 - Provide technical assistance to contracted RCOs to enroll in Medicaid upon the establishment of a Peer Recovery Program provider type by the New Hampshire Medicaid Program based on Federal Center for Medicaid and Medicare Services (CMS) and other federal and state requirements
 - Determine the RCOs ability to establish a recovery center
 - Develop individual RCO training, technical assistance and back office functional support
 - Provide ongoing back office functions as needed (HR, financial, billing, etc.)
 - Encourage communication and cooperation among RCOs through a “community of practice”

- Assist RCOs to engage with Regional Public Health Network continuum of care development work

2014 to 2016 Departmental Administrator, University of South Florida USF Health Morsani College of Medicine Department of Psychiatry and Behavioral Neurosciences Tampa, Florida

- Coordinated all financial activities within the department
- Prepared and presented the departmental all source budget (over \$10 million) to Dean's Office
- Monitored and safeguarded compliance of each cost center within the department
- Managed the recruitment of faculty and staff
- Responsible for personnel management of department staff including recruiting, interviewing, hiring, training, evaluating, counseling, disciplining and terminating employees (20+ faculty and 40+ staff)
- Assisted faculty in finding, applying, obtaining and administering sponsored research awards (federal, state and privately sponsored)
- Identified inefficiencies to streamline and improve business processes while reducing overall costs,
- Met regularly with faculty and non-faculty clinical providers to review financial status; provide encouraging feedback for positive financial contribution and recommend techniques to improve negative financial contribution to overall department
- Developed and implemented communication to all faculty and staff to confirm all are informed
- Monitored procedural billing codes and compare to local, state and national benchmarks
- Developed practice support guidelines to facilitate improved efficiency, patient care and customer satisfaction
- Monitored scheduling, missed appointments, gross slots available, used/vacant slots, clinical changes/cancellations, payer mix, charge capture, timely charge entry and other parameters to maximize utilization and reimbursements

2012 to 2014 Assistant Director, University of South Florida Health Morsani College of Medicine Business Office Tampa, FL

- Responsible for providing the USF Health College of Medicine nineteen departments support with all financial questions for all funding sources
- Responsible for all compliance matters for USF Health related to procurement and other audit related issues for all funding sources
- Completed the annual financial accreditation report for the USF College of Medicine Liaison Committee on Medical Education (LCME) for FY 2012 requiring coordination and collaboration with nineteen departments within the College of Medicine
- Worked very closely with departments on all research related matters including the administration of clinical trials
- Cooperated with central offices at USF, UMSA/MSSC, Research Foundation and USF Foundation on financial matters that crossed entities
- Served on the USF Expenditure Policy Committee as the USF Health Representative overseeing financial matters and USF business processes that relate to purchasing, accounts payable, PCard and Property matters for all funding sources

2000 to 2012 USF Research Financial Management, Controllers Office Tampa, FL

- Training and managing a team of three lead grant financial administrators and eleven grant financial administrators
- Responsible for the financial set up in USF system of record and administration of all sponsored awards at the university

- Assisting with the preparation of site visits as well as being available during site visits,
- Oversaw all aspects of the daily financial administration to ensure compliance with federal, state, sponsor and USF guidelines, regulations and policies
- Developed and implemented business processes to ensure consistency, accuracy and efficiency while safeguarding all stakeholders were made aware

EDUCATION

- University of South Florida, Master of Arts, Rehabilitation and Mental Health Counseling, in progress
- University of South Florida, Master of Arts, Gerontology
- University of South Florida, Bachelors of Arts, Gerontology

PATRICIA M. REED
NEW HAMPSHIRE STATE DIRECTOR

QUALIFICATIONS

Demonstrated Executive with nearly 30 years' experience serving individual in children and youth services, addiction services, residential treatment and disabilities

EXPERIENCE

2018 New Hampshire State Director, Fedcap Rehabilitation Services, Inc., Manchester, NH

- Responsible for overall program management, program expansion and development, fiscal integrity, quality compliance and external relationships in New Hampshire for Granite Pathways, Inc.

2017 to 2018 Consultant

- Provide system analysis and consultation for a variety of entities providing services to individuals with intellectual and other developmental disabilities and behavioral health needs
- Led three NH regional agencies serving this population to plan for youth with challenging behaviors to receive adult services to meet their needs in a community based context

2015 to 2017 Vice President and Chief Operating Officer, Lakeview Management, Inc., Austin TX

- Responsible to provide program and operations consultation and support to Lakeview Specialty Hospital and Rehabilitation Center in Waterford, WI
- Directed to develop relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources
- Represented the company in all matters for New England, New Jersey and Pennsylvania

2015 Executive Director, Lakeview Neurorehabilitation Center, Inc., Effingham, NH

- Responsible to provide program and operations consultation and support to Lakeview Specialty Hospital and Rehabilitation Center in Waterford, WI
- Directed to develop relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources
- Represented the company in all matters for New England, New Jersey and Pennsylvania

2014 to 2015 Children's Director, NH Bureau of Behavioral Health, Concord, NH

- Responsible to provide leadership in planning and development of the state children's behavioral health system, act as liaison between CMHC Children's programs and the state office for program and client specific information exchange and problem solving
- Provided support to implement statewide initiatives
- Represented the Department of Health and Human Service on the Children's Behavioral Health Collaborative Executive Committee, Steering Committee and various workgroups
- Co-coordinated the Safe Schools/Health Students grant with the Department of Education

2011 to 2014 Project Director, Health Profession Opportunity Project, NH Office of minority Health and Refugee Affairs, Concord, NH

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- Directed and implemented a five-year, \$12 million-dollar healthcare workforce development grant to recruit, train and place low income individuals in healthcare jobs
- Developed RFP's, negotiated and managed contracts, and monitored grant and contractor budgets
- Worked closely with regional health care providers to understand their workforce needs; partnered with educational programs and other community groups to ensure that the individuals are well prepared to meet employer expectations for technical and soft skills
- Provided leadership and direction to develop innovative strategies to overcome system based barriers to education, training and self-sufficiency for NH citizens
- Collaborated with other NH workforce programs to efficiently use available resources to achieve shared employment goals

2002 to 2010 Senior Director of Clinical Services, Easterseals of NH, Manchester, NH

- Provided leadership and oversight for the design, organization and delivery of clinical services for the Easterseals NH, including the development of Autism Services, an adolescent program for dual disorder treatment, residential DBT program and management of a residential treatment program for adults with substance abuse issues
- Provided oversight for the DCYF Administration Case Review contract
- Developed and monitored budgets for programs
- Worked collaboratively with Easterseals Development to write federal, state, and foundation grants, progress reports and budget monitoring
- Directed to developed relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources

EDUCATION

- Boston College, Chestnut Hill, MA: Graduate School of Arts and Science Department of Sociology (Four Year Doctoral Work)
- B.A. Norte Dame College, Manchester, NH Major- Behavioral Science/ Minor- English Summa Cum Laude, Dean's List

RESEARCH EXPERIENCE

Contracted to assist staff and clients on three community based residential facilities in the development of client self-government programs through participant observation and didactics. Responsible for both training and evaluation. Sites included Seacoast Mental Health Center- Portsmouth, NH and Greater Manchester Mental Health Center- Manchester, NH. Responsible for leading the research design, data collection and reporting for the evaluation of a partial Hospital Program. The primary methodology was intensive interviewing.

A M A N D A K O G U T - R O S E N A U

CONTINUOUS QUALITY IMPROVEMENT

OR CANDIDATE WITH SIMILAR EXPERIENCE

QUALIFICATIONS

- Experienced professional with extensive Quality Assurance and Operations knowledge

EXPERIENCE

2011 to present Operations Manager, Fedcap Rehabilitation Services, Inc. New York, NY

- Coordinate data collection, reporting and analysis on key performance indicators across the organization's four Practice Areas to insure maximum operational efficiencies.
- Monitor spending and perform financial analysis to insure effective stewardship of agency funds and resources
- Research and identify best value vendors for procurement
- Analyze and align agency financial, human resources and IT systems insure accurate interfacing to support infrastructure
- Research and identify areas for new business development and expansion and create and launch new business offerings
- Author board reports and other documents to communicate Fedcap's progress toward its strategic plan and development goals
- Manage interdepartmental program development and proposal writing initiatives

2013-2015 Quality Assurance Analyst, Fedcap WeCARE Brooklyn, NY

- Managed quality assurance practices for 28M dollar program providing medical assessment, vocational rehabilitation and workforce development services to over 28,000 individuals annually across 6 program sites in Brooklyn and Queens
- Authored and implemented program's Quality Assurance Plan, Quarterly Reports and Standard Operating Procedures
- Performed internal audits, focus quality reviews and program and cost-benefit analysis
- Utilized findings to inform operational enhancements update and create standard operating procedures and train staff
- Prepared for and responded to external audits; crafted and implemented corrective action plans as needed
- Designed and facilitated staff training and professional development strategy and activities
- Developed and conducted surveys measuring customer satisfaction and self-perception of health and ability to work

2012-2013 Strategic Operations Coordinator, Employment Works Career Center, New York, NY

- Developed winning \$45M grant proposal provide workforce development services to individuals with conviction histories
- Oversaw all start-up operations including planning, location build-out, staffing, program implementation, and quality assurance
- Supervised 15-member staff

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- Designed job order, fulfillment and customer tracking systems to facilitate efficient and timely matches of qualified candidates to job orders
- Oversaw all data capture and management activities and reports to monitor adherence to internal standards and performance to contractual goals
- Created Corrective Action Plans to insure program's progress is appropriately trending to meet contractual goals
- Lead member of agency's **Metrics That Matter** working group to train program and business units on key performance indicators and data collection to implement Metrics That Matter quality assurance practices across the organization
- Member of interdivisional team to scope, test and implement *Salesforce* database to monitor performance across all workforce development programs

2011 to 2012 Business Analyst, The Wildcat Service Corporation (Currently a division of Fedcap)

- Co-authored winning proposal to administer HRA's Back to Work program servicing New York City's homeless population
- Designed program evaluations to measure organization's alignment and progress toward strategic goals
- Built out and implemented Efforts to Outcomes data management system to support program evaluation
- Performed quantitative and qualitative research to support program and proposal design and development strategies
- Performed labor market and economic research and analysis to create targeted business and program development strategies

2010 to 2011 Strategic Operations Coordinator, Bronx Workforce1 Career Center New York, NY

- Oversaw operations of a transitional living program for 190 homeless individuals and families
- Responsible for meeting with and cultivating relationships with all prospective donors
- Coordinated Public Relations Campaigns when necessary
- Interviewed, supervised and trained all staff including Masters level supervisors
- Directly supervised 9 Masters Level Employees
- Responsible for overseeing the development of 41 Bachelor Level Case Managers
- Developed and maintained an annual budget of over \$18 million
- Created training presentations for professionals in the field of Social Services
- Responsible for creating and maintaining safe therapeutic environment
- Completed Annual HUD Grant Reports

2009 to 2010 Director of Partner Engagement, Public Allies New York, NY

- Managed relationships with over 30 partner organizations hosting Allies in apprenticeships; expanded relationships to support twenty percent growth in program participants
- Managed a team of 13 Allies in public service apprenticeships in 12 partner organizations; guided team service project; provided career coaching and professional development to 13 team members
- Designed and facilitated public policy, leadership and capacity building trainings

2007 to 2009 Associate, Harris, Rand, Lusk New York, NY

- Successfully located and placed senior managers in finance, educational administration, development, and general management functions in not-for profit, government, and educational institutions

- Performed market research and analysis; crafted job descriptions; managed communications and advertising

2007 to 2008 Project Associate, The Congressional Research Service Washington, DC

- Served on 5-person team researching forms of Chinese Development Assistance in Africa, Latin America, and Southeast Asia.
- Identified and reviewed financial, academic, media sources and interviewed individuals to secure data. Created working database to capture and report on data and perform trend analysis. Produced written report and final oral presentation to CRS senior staff. Team analysis was cited in CRS's official report to Congress

2007 to 2008 Coordinator, Service Partner Support, September 11 Recovery Program New York, NY

- Designed and implemented a fee-for-service case management program delivering individual and community recovery activities to over 800 clients through 23 agencies in 7 states.
- Developed quality assurance benchmarks, audit instruments and procedures, conducted site visits.

EDUCATION

- **2008 New York University, Robert Wagner School of Public Service, NY, NY: M.P.A**
- **2008 NYU Howard Newman Award for Teamwork:** Project team selected from 70 teams by graduate faculty panel for exemplary teamwork, client relations, and deliverable.
- **2006 The George Washington University, Washington, D. C: M.S. Project Management, The Project Management Institute.**
- **2005 NYU International Trauma Studies Program, NY, NY: Trauma and Planning for Community Recovery**
- **1998 Hamilton College, Clinton, NY: B.A., Major: Creative Writing, Minor: East Asian Studies**

SILVIA ESTRADA

RESIDENTIAL MANAGER LEAD

OR CANDIDATE WITH SIMILAR EXPERIENCE

QUALIFICATIONS

- Accomplished Executive Manager with wide-ranging experience designing, implementing and managing diverse social service projects in supportive housing, training and consulting, criminal justice, mental health, substance abuse, homeless services, employment, and hospital based service settings
 - Solid expertise in managing cross-functional staff and teams; meeting competing goals with multiple demands, and improving performance and outcomes
 - Strong fiscal management skills with proven ability to lead projects with multi-million dollar budgets, consistently within or under budget
-

EXPERIENCE

2016 to present

Deputy Director of Wellness, WeCARE Region I Fedcap Rehabilitation Services, Inc.

New York, NY

- Manage, direct, and ensure proper administration of all wellness program services, staff and activities provided by the department including the formulation and implementation of policy, compliance with standards and contractual requirements, liaison with WeCARE Medical, Non-Clinical and Vocational Rehabilitation Services Programs to deliver exceptional quality of service to all Participants
- Ensure successful implementation and ongoing provision of all WeCARE wellness services and intensive case management services. Develop, implement, and maintain departmental procedures and policies to ensure sound and consistent administration of department personnel, programs, and services
- Assist in preparation and submission of all statistical data and reports required and requested by contract agencies. Prepare all information required for audits and maintain accurate billing. Monitor and review programming to ensure that deliverables are met and guidelines are followed

2014 to 2016

Director of Health Homes, HeartShare Wellness

Brooklyn, NY

- Executed daily operations of Health Homes Medicaid reimbursed case management program
- Monitored and reviewed programming in order to ensure that deliverables were met and guidelines were followed
- Trained and managed over 30 staff in new policies and procedures
- Performed personnel duties such as hiring and firing of staff, conflict resolution; salary determination, staff development, and evaluation of work performance
- Served as a liaison between lead Health Homes and the organization
- Conducted fiscal oversight including budget monitoring, forecasting expenditures, and reviewing and approving budget changes for the program
- Developed statistical reports

2011 to 2014

**Managing Director of El Faro Day Treatment Program, Harlem United
New York, NY**

- Executive authority and responsibility for the operation of El Faro Day Treatment Program including: Medical, Nursing, Psychiatric, Social work, Substance Use, Rehabilitative, Nutritional and support services
- Supervised Management team of Day Treatment Program including Clinical Director, Directors of Operations, Nurse Manager and Art Therapy Coordinator
- Performed personnel duties such as hiring and firing of staff, conflict resolution; salary determination, staff development, and evaluation of work performance
- Conducted fiscal oversight including monitoring \$2.8 million budget, forecasting expenditures, and reviewing and approving budget changes for the program. Developed financial reports
- Worked with the Senior Director of Financial Operations to prepare and administer the program's annual budget
- Oversight of maintenance, improvement of the physical environment, and adherence to safety procedures
- Oversight of group facilitation calendar including medical, HIV specific, substance use and behavioral health groups
- Facilitated substance use groups for individuals seeking recovery from addictive disorders
- Facilitated weekly care plan meetings with interdisciplinary team
- Actively participated in the on-going Utilization review process of identifying problems relative to the provision of treatment in order to insure the achievement of high quality client care through the program
- Ensured provision of substance use treatment and referral services to other modalities were available as appropriate to clients' needs
- Developed statistical weekly and monthly reports for Senior Management and the board of directors
- Trained and managed staff in new policies and procedures. Chaired agency's Risk Assessment and Policy Committees

2010 to 2011

**Director of Community Case Management Services, Harlem United
New York, NY**

- Executed daily operations of COBRA Medicaid reimbursed case management program.
- Evaluated new and existing programming for suitability to assess needs for change by utilizing CQI practices. Directed and coordinated activities of CQI practices on a monthly basis. Trained and managed staff in new policies and procedures
- Monitored and reviewed programming in order to ensure that schedules were met, guidelines were adhered to and performances were of adequate quality
- Performed personnel duties such as hiring and firing of staff, conflict resolution; salary determination, staff development, and evaluation of work performance

- Served as a liaison between AIDS Institute and the organization
- Conducted fiscal oversight including monitoring budget, forecasting expenditures, and reviewing and approving budget changes for the program

2003 to 2010

Senior Site Supervisor, HELP/Project Samaritan

Jamaica, NY

- Responsible for supervising seven case management teams. Supervision included meeting with the case managers weekly, providing support with day-to-day tasks, providing resources, discussing performance concerns, developing corrective action plans, and when appropriate disciplining staff
- Supported case management teams/staff with crisis intervention and conflict resolution
- Oversaw day to day operations for the program
- Conducted quality assurance assessments of service plans. Prepared monthly reports for Queens location

EDUCATION

- Masters of Arts in Organizational Management, Ashford University
- Bachelor of Professional Studies in Human Services, Metropolitan College of New York

ANGELA WHITING

DIRECT CARE RECOVERY COACH

OR CANDIDATE WITH SIMILAR EXPERIENCE

QUALIFICATIONS

- Ability to learn new skills and operating procedures quickly while working in a team environment
- Team player with ability to take direction, who also works efficiently independently
- Maintains appropriate certifications, and willing to acquire necessary ones

EXPERIENCE

2017 to present Volunteer and Program Coordinator, Safe Harbor Recovery Center Portsmouth, NH

- Encourage and assist supervision of peer volunteer participation in all aspect of the recovery center
- Assist in managing weekly programs, events, outreach, and fundraising activities
- Assist in managing administrative and reporting functions of the recovery center
- Assist with keeping program calendars and promotional flyers up to date on our website and other social media
- Assist with keeping membership and volunteer databases up to date
- Assist with additional special projects as they arise

2015 Business Analyst and Website Content Management, Liberty Mutual Insurance

Portsmouth, NH

- Gathered business requirements from multiple sources and authored business requirement documents
- Edited copy decks which contain the content to be used on the website
- Provided support to other Business Analysts, Developers, and Designers
- Constructed and published content from CMS to Staging, Test, UAT, and Production environments
- Helped to create mobile responsive redesigned Personal Insurance website
- Assisted with monthly website releases and performed post-production validation testing
- Fixed defects and bugs found on website and republished from CMS to Staging, Test, UAT, and Production environments
- Trained new employees on processes and procedures

2006 to 2015 Senior E-Business Marketing Analyst, Long Term Care Partners Portsmouth, NH

- Business requirements gathering and authoring business requirement documents
- Website development, maintenance and administration
- Online and Email Marketing
- Website Reporting
- Search engine optimization and reporting
- Train new employees on processes and procedures

EDUCATION AND CERTIFICATIONS

- **1990** Graduated from McIntosh College, Cataract Avenue, Dover, New Hampshire 03820
Received an Associate Degree in Business Science of Office Technology

HEATHER BLUMENFELD

DIRECT CARE RECOVERY COACH

OR CANDIDATE WITH SIMILAR EXPERIENCE

QUALIFICATIONS

- Focused, Passionate, individual with ability to prioritize, organize, and respond in high pressure situations
 - Excellent communication skills- written and verbal
-

EXPERIENCE

2017 to present Family Recovery Support Advocate, Safe Harbor Recovery Center Portsmouth, NH

- Support and coordinate family recovery programs
- Consult individuals and families regarding recovery enhancement goals
- Assist in daily center operations
- Received CRSW credential 5/2017
- Completed Recovery Basics for Parents TOT 8/2017

2016 to 2017 Volunteer Recovery Coach, Safe Harbor Recovery Center Portsmouth, NH

- Assist clients in accessing resources for recovery journey
 - Handle client need identification and facilitate with addressing identified needs
 - Network with the community to evangelize the mission to help spark "Turning the Tide" in substance abuse disorders for the Seacoast area
 - Working toward CRSW credential with over 100 hours earned since 04/2016
-

EDUCATION AND CERTIFICATIONS

- **University of New Hampshire, Durham, NH Completed 2 Years Towards Bachelor of Arts Degree**

CERTIFICATIONS

- Received CRSW credential 5/2017
- Completed Recovery Basics for Parents TOT 8/2017
- Completed Recovery Coach Academy Class
- Completed Ethical Considerations Class

KIM HYSLOP

Direct Care Recovery Coach

OR CANDIDATE WITH SIMILAR EXPERIENCE

QUALIFICATIONS

- Experienced substance abuse professional with 10+ years of experience in the human services field
- Experienced in maintaining ethical practices and client confidentiality
- Ability to work with and understand diverse populations

EXPERIENCE

2015 to present New Hampshire National Guard, Substance Abuse Prevention Coordinator, Accenture Federal Services NH

- Facilitate annual training with National Guard service members to meet substance abuse requirements in the Army
- Facilitates Unit Risk Inventory surveys with service members. Uses data to create a risk mitigation plan to share with Commanders and works with the Commanders to target their Units specific prevention needs
- Responsible for case management, assisting service members struggling with alcohol and drugs
- Reports case updates to commanders weekly or monthly
- Creates and spreads prevention messaging specific to military service members
- Completes numerous annual online trainings such as DOD Information Assurance Awareness, DOD /Watch Antiterrorism, ethics and compliance, HIPAA/privacy act, clinical training, operations security awareness, alcohol & drug, Army culture and more (certificates furnished upon request)
- Represents AFS and the National Guard at numerous community meetings, including, but not limited to, Suicide Prevention Council, Family Member Support Suicide Prevention, Training Advisory Committee, coordination of services for Military/Veterans Sub-Committee
- Promote community health/resilience, risk and reduction, Governors Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment
- Record prevention education and submits reports to the Army National Guard and Accenture Federal Services databases on a regular basis

2008 to 2015 Training Coordinator New Hampshire Training Institute on Addictive Disorders and the New Hampshire Alcohol and Drug Abuse Counselors Association NH

- Performed multiple functions needed to implement regularly scheduled substance abuse treatment, recovery and prevention training events. Assisted in choosing topics, contacting presenters, preparing materials, participant registration, equipment set up, room setup and presenter support
- Served as a resource for addiction professionals, mental health professionals and the general public.
- Completed Continuing Education Unit (CEU) applications for scheduled events, monitored CEU information and served as the agency's contact person

- Responsible for being the key support for presenters including but not limited to Scheduling the event, securing accommodations, collecting handouts, presenter assistance and more.
- Summarized evaluation data for quality assurance, as well as tracked statistics, feedback and report preparation
- Was responsible for marketing a clearinghouse of NH professional development resources
- Applied creative photography and desktop publishing skills in the production of various documents/applications
- Created and maintained several extensive databases for training events.
- Tracked payment of registration fees as well as invoiced participants and/or agencies for payment. Tracked and monitored credit card applications, online payments and registration fees.
- Performed general clerical duties to include but not limited to: directing phone calls, mass emailing/marketing, photocopying, faxing, mailing and filing
- Created and maintained social networking through Facebook as well as updating and maintaining www.nhadaca.org.
- Attended numerous training events that are drug and alcohol related
- Coordinated, managed and recorded webinar trainings
- Proficient in Adobe Connect, Adobe In Design, Adobe Photoshop, PowerPoint, Microsoft Excel, Outlook, Publisher, Access and Word

EDUCATION AND CERTIFICATIONS

- Currently Enrolled Granite State College, Human Services, Bachelor's Degree
- 2016 to 2018 Certified Recovery Support Worker, NH Board of Licensing for Alcohol and Other Drug Use Professionals
- 2015 Bachelors Degree, Human Services, Lakes Region Community College
- 2014 Associates Degree, Human Services, Lakes Region Community College
- 2001 Associate in Science, Restaurant Management, Serve-Safe Certificate
- 2013 On24 Webinar Academy Webinar Pro Certificate

RYAN FOWLER

DIRECT CARE RECOVERY COACH

OR CANDIDATE WITH SIMILAR EXPERIENCE

QUALIFICATIONS

- Motivated, organized and committed to helping people with substance use disorders
- Trained and certified Recovery Coach working towards CRSW
- Natural leader with experience educating people
- Dependable and dedicated; willing and eager to do what it takes to succeed
- Well-spoken and articulate- experienced speaking in public forums

EXPERIENCE

2017 to present Recovery Access Point Services (RAPS) Specialist, Granite Pathways Manchester, NH

- Aide residents struggling with addiction, to get the timely, supportive services helping both individuals and families navigate the complex systems of care to real solutions

Helping Hands Safe Station Respite Care, Granite Pathways Manchester, NH

- Handle case management for 300+ monthly clients, twice monthly phone or in person contacts
- Provide counseling to self-referred clients for recovery support counseling individual sessions
- Work as a collaborative team to run the counseling and IDCMP office
- Provide support staff coverage during the weekend overnight education programs in Northwood location

2015 Residential Support Specialist, Riverbend Concord, NH

- Provided Medication and support services to clients in their home and community
- Arranged and coordinate the direct care and activities of residents
- Trained in daily living skills
- Provided client care and supervision at all times to ensure that residents are safe and needs are met according to their developmental level, age, and emotional or behavioral needs

2014 to 2015 Psychiatric Adolescent Residential Instructor, Easter Seals Manchester, NH

- Provided social and living skill-development training to increase individual independence
- Assisted in developing and adjusting individualized services plans and treatment plans, strengthening natural supports and providing access to community services and programs
- Performed quality management/assurances activities, as applicable

2013 to 2014 Assistant Teacher, Main Street Kids Connection Goffstown, NH

- Created structure using child development skills necessary for growth

2011 to 2013 Substitute Teacher, Manchester School District Manchester, NH

- Worked closely with children affected by autism, Asperger's Syndrome and behavioral issues

2011 to 2013 Parent Aide, Child and Family Services Manchester, NH

- Worked with biological parents and their children on addiction support counseling, behavior management, family based counseling, nutrition education, household management, community resource and support, health care management and child development education

2009 Intern, Serenity Detox Center Manchester, NH

- Performed intake and discharge on clients who were detoxing from addiction

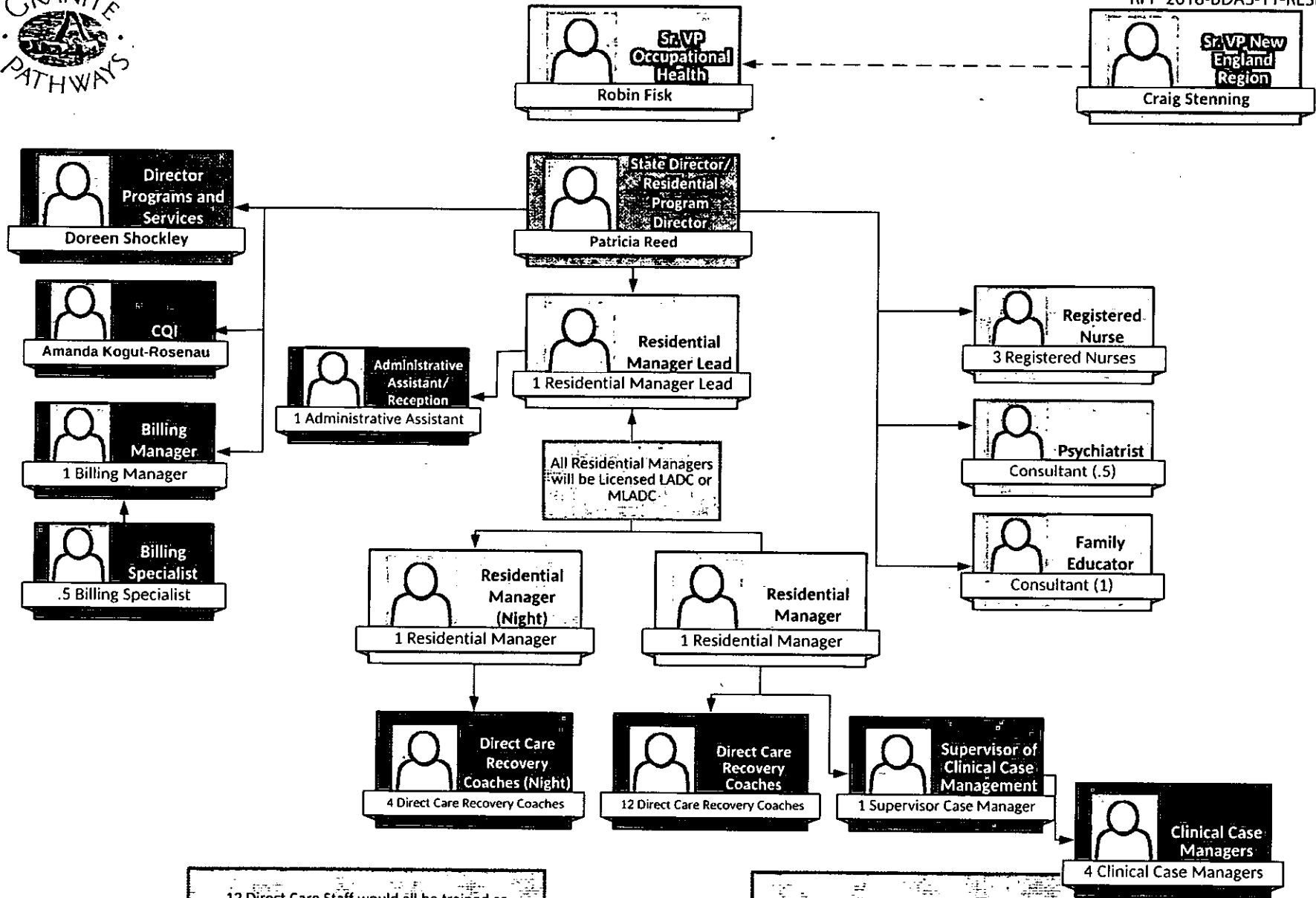
EDUCATION AND CERTIFICATIONS

- 2006 to 2009 Bachelor of Science: Psychology, Associate of Science: Chemical Dependency, Keene State College- Keene, NH
- 2004 Central High School -Manchester, NH



Granite Pathways, Inc
Residential Adolescent SUD
Treatment Services Staffing Plan

State of New Hampshire
 Department of Health and Human Services
 Residential Adolescent Substance Use Disorder Treatment Services
 RFP-2018-BDAS-11-RESID



12 Direct Care Staff would all be trained as Recovery Coaches as well as staff will have expertise and provide services to participants in the following areas: Recreational Specialists, Independent Living Skills, Workforce Readiness and Medication Nursing Assistant. They will work day and evening shifts with shift overlap to ensure effective transition.

2 Clinical Case Managers will be Masters Level Clinicians. All be trained in Recovery Coaching and would also work with family members in support groups.