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STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF HUMAN SERVICES  
***DIVISION OF FAMILY ASSISTANCE***

Jeffrey A. Meyers  
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9474 1-800-852-3345 Ext. 9474

Christine M. Tappan  
 Associate Commissioner

FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 30, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to exercise renewal options to the **sole source** agreements with the vendors listed below, for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders, have income at or below the 185% Federal Poverty Level, and are homeless, or at risk of becoming homeless, by increasing the price limitation by \$1,500,000 from \$2,962,652 to \$4,462,652 and by extending the contract completion date from June 30, 2018 to June 30, 2019, effective upon Governor and Executive Council approval. 100% Federal Funds

These agreements were originally approved and amended by the Governor and Executive Council as follows:

| Vendor Name                          | Address                                       | Vendor #     | Current Budget     | Increase/ Decrease | New Budget         | G&C Approval  |
|--------------------------------------|---|--------------|--------------------|--------------------|--------------------|---|
| Greater Nashua Council on Alcoholism | 615 Amherst St.<br>Nashua, NH 03063           | 166574 -B001 | \$1,000,000        | \$500,000          | \$1,500,000        | O:09/07/16 (Item #9)<br>A1:04/19/17 (Item #5A)<br>A2: 06/21/17 (Item #20A)        |
| Hope on Haven Hill, Inc.             | 326 Rochester Hill Rd.<br>Rochester, NH 03867 | 275119 -B001 | \$964,238          | \$500,000          | \$1,464,238        | O:08/03/16 (Late Item #A)<br>A1: 04/19/17 (Item # 5A)<br>A2: 06/21/17 (Item #20A) |
| Families in Transition               | 122 Market St.<br>Manchester, NH 03101        | 157730 -B001 | \$998,414          | \$500,000          | \$1,498,414        | O:09/21/16 (Item #11)<br>A1:04/19/17 (Item #5A)<br>A2: 06/21/17 (Item #20A)       |
| <b>Total:</b>                        |   |              | <b>\$2,962,652</b> | <b>\$1,500,000</b> | <b>\$4,462,652</b> |   |

Funds are available in SFY 2019 in the following account.

**05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE TO NEEDY FAMILIES**

| SFY           | Class      | Title                  | Activity Code | Current Budget     | Increase/ (Decrease) | Modified Budget    |
|---------------|------------|------------------------|---------------|--------------------|----------------------|--------------------|
| 2017          | 502-500891 | Payments. to Providers | 45057500      | \$1,481,326        | \$0                  | \$1,481,326        |
| 2018          | 502-500891 | Payments. to Providers | 45057500      | \$1,481,326        | \$0                  | \$1,481,326        |
| 2019          | 502-500891 | Payments. to Providers | 45057500      | \$0                | \$1,500,000          | \$1,500,00         |
| <b>Total:</b> |            |                        |               | <b>\$2,962,652</b> | <b>\$1,500,000</b>   | <b>\$4,462,652</b> |

**EXPLANATION**

The original agreements are **sole source** because these vendors have been identified as having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing their child(ren) to remain in the mother's care.

The purpose for this request is to allow the contractors to continue providing substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders and have income at or below 185% of the Federal Poverty Level, and are homeless, or at risk of becoming homeless. The Department has substantial data that indicates a growing need for residential and/or supportive housing services for pregnant and/or parenting women who have substance use disorders and who are currently homeless or at risk of becoming homeless. Women with substance use disorders who have a child may need low or high intensity residential treatment. More than four hundred (400) people have received services from the Contractors during the current State Fiscal Year, and approximately five hundred (500) are expected to be served in State Fiscal Year 2019.

Utilization patterns and research have shown that women needing housing may not be found eligible for more traditional rapid re-housing services due to substance use disorders. Additionally, women with children who are struggling with substance use disorder issues are less likely to seek help due to concern that seeking help for a substance use disorder could result in separation from their children.

The first statutory purpose of the TANF program is to provide a safety net for children so they can continue to be cared for by their own family. The second statutory purpose of the TANF program is to promote the independence of needy families through work and education. These vendors will address needs of the adults in their care while assuring appropriate care for the children in residence. The program that is funded by this contract is uniquely aligned with the purposes of the TANF program and addresses an urgent need within our community. The vendors are providing services that assist families to reduce and remove barriers that are preventing them from fully participating in the workforce and in the larger community. The services provide assistance to families to reduce or eliminate dependence on public assistance, and secure their ability to provide for their families, while addressing clients' substance use disorders.

The vendors are providing on-site case management, intensive group and individual counseling, and counseling for co-occurring mental health illnesses. Residential treatment will be based on American Society of Addiction Medicine (ASAM) criteria of Six Dimensions of Multidimensional Assessment to create a holistic biopsychosocial assessment of an individual that will be used for service planning and treatment across all services and levels of care. All services are designed to allow children to remain in the mother's care. Services may include, but are not limited to:

- Communication classes
- Anger management classes
- Coping skills
- Childbirth education classes
- Nurturing parenting classes
- Lactation services
-

- Therapeutic play
- Mindfulness, Spirituality and Life Coaching services

The Department is satisfied with the services provided by these vendors. The original agreements established services for one (1) year, and included the option to renew contract services for up to two (2) additional years, based upon continued availability of funding, satisfactory vendor performance, and approval of the Governor and Executive Council. Amendment #1 exercised one (1) of the two (2) years of renewal. This request, if approved, exercises the final year of renewal that is available in the contract.

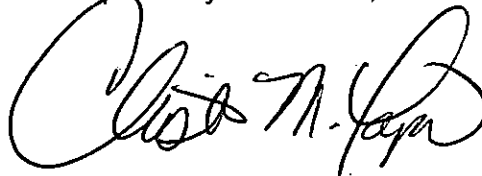
Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children may not receive the substance use disorder treatment services they need.

Area Served: Statewide

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Christine M. Tappan  
Associate Commissioner

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders**

This 3rd Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as "Amendment #3") dated this May 2nd of 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 615 Amherst Street, Nashua, NH 03063.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 7, 2016 (Item #9) as amended on April 19, 2017 (Item #5A) and June 21, 2017 (Item #20A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to two (2) additional years, upon written agreement of the parties and approval of the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,500,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit A, Scope of Services, Section 2, Subsection 2.11, Paragraph 2.11.4, to read:  
2.11.4 Ensure, if the performance of services involves the collection, transmission, storage or disclosure of substance use disorder (SUD) records, information, or data created by a 42 CFR Part 2 provider, that safeguards, including



**New Hampshire Department of Health and Human Services  
OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders**

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consent and notices required by 42 CFR Part 2, are provided prior to any disclosure of Part 2 information.

6. Add Exhibit B-1 Amendment #3 Budget, SFY 2019 Budget.
7. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services  
OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

Christine M. Tappan  
Associate Commissioner

6/1/18  
Date

Greater Nashua Council on Alcoholism

Name: Peter Kelleher  
Title: President and CEO

5/29/18  
Date

Acknowledgement:

State of New Hampshire, County of Hillsborough on 5/29/18, before the undersigned officer, personally appeared the person identified 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.

Signature of Notary Public or Justice of the Peace

Wendy Nichols, Notary  
Name and Title of Notary or Justice of the Peace





**New Hampshire Department of Health and Human Services  
 OPEN DOORS – Homelessness Prevention  
 and Supports for Low Income Pregnant and Parenting Women  
 with Substance Use Disorders**

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

OFFICE OF THE ATTORNEY GENERAL

6/6/18  
 Date

*RWR*  
 Name: *Rebecca W Ross*  
 Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name:  
 Title:

**Exhibit B-1 Amendment #3  
SFY 2019 Budget**

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

**Bidder/Program Name:** TANF Open Doors  
**Budget Request for:** Greater Nashua Council on Alcoholism  
**Budget Period:** July 1, 2018 through June 30, 2019

**Entire Contract Term:** 7/1/2016-6/30/2019  
**Current Term:** 7/1/2018-6/30/2019

| Line Item                        | Total Program Cost |                |               | Funded by DHHS' Contract Share |                |               |
|----------------------------------|--------------------|----------------|---------------|--------------------------------|----------------|---------------|
|                                  | Direct Incremental | Indirect Fixed | Total         | Direct Incremental             | Indirect Fixed | Total         |
| 1. Total Salary/Wages            | \$ 139,519.10      | \$ 13,951.91   | \$ 153,471.01 | \$ 139,519.10                  | \$ 13,951.91   | \$ 153,471.01 |
| 2. Employee Benefits             | \$ 17,480.42       | \$ 1,748.04    | \$ 19,228.47  | \$ 17,480.42                   | \$ 1,748.04    | \$ 19,228.47  |
| 3. Consultants                   | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| 4. Equipment:                    | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Rental                           | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Repair and Maintenance           | \$ 453.94          | \$ 45.39       | \$ 499.33     | \$ 453.94                      | \$ 45.39       | \$ 499.33     |
| Purchase/Depreciation            | \$ 2,529.90        | \$ 252.99      | \$ 2,782.89   | \$ 2,529.90                    | \$ 252.99      | \$ 2,782.89   |
| 5. Supplies:                     | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Educational                      | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Lab                              | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Pharmacy                         | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Medical                          | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Office                           | \$ 2,150.71        | \$ 215.07      | \$ 2,365.78   | \$ 2,150.71                    | \$ 215.07      | \$ 2,365.78   |
| 6. Travel                        | \$ 2,523.75        | \$ 252.37      | \$ 2,776.12   | \$ 2,523.75                    | \$ 252.37      | \$ 2,776.12   |
| 7. Occupancy                     | \$ 14,699.43       | \$ 1,469.94    | \$ 16,169.38  | \$ 14,699.43                   | \$ 1,469.94    | \$ 16,169.38  |
| 8. Current Expenses              | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Telephone                        | \$ 354.71          | \$ 35.47       | \$ 390.18     | \$ 354.71                      | \$ 35.47       | \$ 390.18     |
| Postage                          | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Subscriptions                    | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Audit and Legal                  | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Insurance                        | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| Board Expenses                   | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
| 9. Software                      | \$ 6,000.00        | \$ 600.00      | \$ 6,600.00   | \$ 6,000.00                    | \$ 600.00      | \$ 6,600.00   |
| 10. Client Transportation        | \$ 6,616.91        | \$ 661.69      | \$ 7,278.60   | \$ 6,616.91                    | \$ 661.69      | \$ 7,278.60   |
| 11. Staff Education and Training | \$ 223.81          | \$ 22.38       | \$ 246.19     | \$ 223.81                      | \$ 22.38       | \$ 246.19     |
| 12. Client Assistance            | \$ 202,688.66      | \$ 20,268.87   | \$ 222,957.53 | \$ 202,688.66                  | \$ 20,268.87   | \$ 222,957.53 |
| 13. Child Care Cost              | \$ 59,304.11       | \$ 5,930.41    | \$ 65,234.52  | \$ 59,304.11                   | \$ 5,930.41    | \$ 65,234.52  |
| Indirect As A % of Direct (10%)  |                    | \$ -           | \$ -          |                                | \$ -           | \$ -          |
| <b>TOTAL</b>                     | \$ -               | \$ -           | \$ -          | \$ -                           | \$ -           | \$ -          |
|                                  | \$ 454,545.45      | \$ 45,454.55   | \$ 500,000.00 | \$ 454,545.45                  | \$ 45,454.55   | \$ 500,000.00 |

Indirect As A % of Direct 10%





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

*PV*



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

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

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

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



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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



Exhibit K

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.).



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



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/doi/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.



- 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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 
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

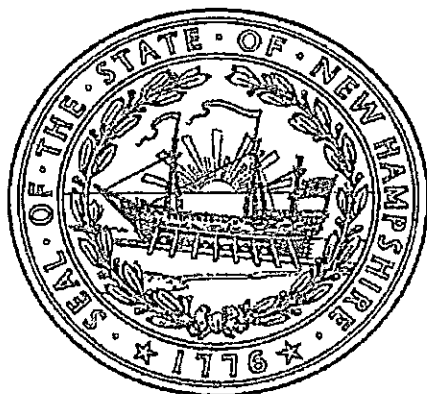
DHHSPrivacy.Officer@dhhs.nh.gov

**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 GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 16, 1983. 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: 74349



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of March A.D. 2018.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, David Aponovich, Asst. Treasurer, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 18, 2018  
(Date)

**RESOLVED:** That the President & CEO  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 29<sup>th</sup> day of May, 2018.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David A. Aponovich  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

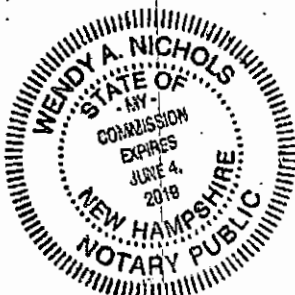
The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2018.

By David Aponovich  
(Name of Elected Officer of the Agency)

Wendy Nichols  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19.





AGENCY CUSTOMER ID: HARHO

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|   |           |   |  |
|---|-----------|---|--|
| AGENCY<br>Eaton & Berube Insurance Agency, Inc. |           | NAMED INSURED<br>Harbor Homes, Inc<br>45 High Street<br>Nashua NH 03060 |  |
| POLICY NUMBER                                   |           | EFFECTIVE DATE:   |  |
| CARRIER   | NAIC CODE |   |  |

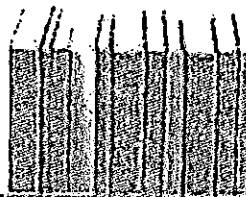
**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280  
Welcoming Light, Inc. -FID# 020481648  
HH Ownership, Inc.  
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

## Web-Library

An Internal Employee Resource Center



Home

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Greater Nashua Council on Alcoholism, Inc. (Keystone Hall)

### Mission Statement

To empower the chemically dependant person to  
Take responsibility toward recovery through  
Professional counseling in a caring environment

### Overview

- Greater Nashua area's only non-medical substance abuse detoxification/assessment center
- Uniquely geared to address needs for the homeless, uninsured and underinsured population
- Established in 1990 to serve both male and female clients

[Back to Mission Statement and Overviews](#)

**GREATER NASHUA  
COUNCIL ON ALCOHOLISM**

Financial Statements

For the Year Ended June 30, 2017

(With Independent Auditors' Report Thereon)

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Greater Nashua Council on Alcoholism

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and

fair presentation of the 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 the entity'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 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 financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Greater Nashua Council on Alcoholism, Inc.'s fiscal year 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 2, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

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

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January 10, 2018 on our consideration of Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

*Melanson Heath*

January 10, 2018

**GREATER NASHUA COUNCIL ON ALCOHOLISM**

Statement of Financial Position

June 30, 2017

(With Comparative Totals as of June 30, 2016)

ASSETS

|  | <u>2017</u>             | <u>2016</u>             |
|--|-------------------------|-------------------------|
| Current Assets:  |                         |                         |
| Cash and cash equivalents                                  | \$ 252,981              | \$ 42,392               |
| Receivables, net   | 1,318,521               | 523,281                 |
| Promises to give   | 3,000                   | -                       |
| Prepaid expenses   | <u>5,088</u>            | <u>7,757</u>            |
| Total Current Assets                                       | 1,579,590               | 573,430                 |
| Noncurrent Assets:   |                         |                         |
| Property and equipment, net of<br>accumulated depreciation | 5,686,027               | 5,689,122               |
| Restricted cash  | 38,482                  | 26,473                  |
| Deferred compensation plan assets                          | <u>-</u>                | <u>6,000</u>            |
| Total Noncurrent Assets                                    | <u>5,724,509</u>        | <u>5,721,595</u>        |
| <br>Total Assets   | <br><u>\$ 7,304,099</u> | <br><u>\$ 6,295,025</u> |

LIABILITIES AND NET ASSETS

|   |                         |                         |
|---|-------------------------|-------------------------|
| Current Liabilities:                                |                         |                         |
| Accounts payable                                    | \$ 76,165               | \$ 48,800               |
| Accrued expenses and other liabilities              | 225,962                 | 165,379                 |
| Due to related organizations                        | 399,615                 | 125,152                 |
| Line of credit                                      | 128,779                 | 182,402                 |
| Current portion of bonds and mortgages payable, net | <u>123,992</u>          | <u>81,263</u>           |
| Total Current Liabilities                           | 954,513                 | 602,996                 |
| Long Term Liabilities:                              |                         |                         |
| Deferred compensation plan liability                | -                       | 6,000                   |
| Bonds and mortgages payable, long term, net         | 3,734,588               | 3,672,120               |
| Mortgages payable, deferred                         | <u>1,885,000</u>        | <u>1,885,000</u>        |
| Total Long Term Liabilities                         | <u>5,619,588</u>        | <u>5,563,120</u>        |
| <br>Total Liabilities                               | <br>6,574,101           | <br>6,166,116           |
| <br>Unrestricted Net Assets                         | <br><u>729,998</u>      | <br><u>128,909</u>      |
| <br>Total Liabilities and Net Assets                | <br><u>\$ 7,304,099</u> | <br><u>\$ 6,295,025</u> |

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

**GREATER NASHUA COUNCIL ON ALCOHOLISM**

Statement of Activities

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

|  | <u>2017</u>       | <u>2016</u>       |
|--|-------------------|-------------------|
| Support and Revenue:                       |                   |                   |
| Support:                                   |                   |                   |
| Bureau of Drug and Alcohol                 | \$ 3,806,540      | \$ 1,275,786      |
| Other federal grants                       | 130,017           | 47,850            |
| State of New Hampshire                     | 59,000            | 32,500            |
| Other grants                               | -                 | 109,348           |
| Contributions                              | 30,741            | 16,700            |
| In-kind donations                          | 57,225            | -                 |
| Revenue:                                   |                   |                   |
| Client services:                           |                   |                   |
| Medicaid                                   | 1,550,194         | 1,142,951         |
| Third party insurance                      | 65,060            | 60,877            |
| Client billings, net                       | 34,465            | 46,522            |
| Contracted services                        | 366,645           | 177,633           |
| Other income                               | 13,723            | 1,630             |
| Interest income                            | <u>620</u>        | <u>48</u>         |
| Total Support and Revenue                  | 6,114,230         | 2,911,845         |
| Expenses:                                  |                   |                   |
| Program services                           | 4,767,612         | 2,602,708         |
| General and administrative                 | 633,487           | 385,731           |
| Fundraising                                | <u>112,042</u>    | <u>34,106</u>     |
| Total Expenses                             | <u>5,513,141</u>  | <u>3,022,545</u>  |
| Change in Net Assets                       | 601,089           | (110,700)         |
| Unrestricted Net Assets, Beginning of Year | <u>128,909</u>    | <u>239,609</u>    |
| Unrestricted Net Assets, End of Year       | <u>\$ 729,998</u> | <u>\$ 128,909</u> |

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

**GREATER NASHUA COUNCIL ON ALCOHOLISM**

Statement of Functional Expenses

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

|                                  | <u>Program</u><br><u>Services</u> | <u>General and</u><br><u>Administrative</u> | <u>Fundraising</u> | <u>2017</u><br><u>Total</u> | <u>2016</u><br><u>Total</u> |
|----------------------------------|-----------------------------------|---|--------------------|-----------------------------|-----------------------------|
| Advertising                      | \$ 1,094                          | \$ 303                                      | \$ -               | \$ 1,397                    | \$ 3,142                    |
| Accounting fees                  | -                                 | 11,309                                      | -                  | 11,309                      | 11,175                      |
| Client services                  | 139,064                           | 207   | -                  | 139,271                     | 35,767                      |
| Client transportation            | 7,369                             | -   | -                  | 7,369                       | 1,886                       |
| Contract services                | 627,117                           | 31,237                                      | -                  | 658,354                     | 26,511                      |
| Depreciation and amortization    | 192,770                           | 27,332                                      | -                  | 220,102                     | 203,431                     |
| Employee benefits                | 294,880                           | 64,120                                      | 3,923              | 362,923                     | 264,002                     |
| Food                             | 98,502                            | 4   | -                  | 98,506                      | 95,639                      |
| Information technology           | 13,835                            | 70,352                                      | -                  | 84,187                      | 11,729                      |
| Insurance                        | 19,834                            | 1,039                                       | -                  | 20,873                      | 19,153                      |
| Interest                         | 141,583                           | 15,239                                      | -                  | 156,922                     | 160,288                     |
| Legal fees                       | 3,249                             | 1,832                                       | -                  | 5,081                       | 6,758                       |
| Miscellaneous                    | 32,953                            | 1,024                                       | 1,266              | 35,243                      | 14,849                      |
| Office supplies                  | 33,259                            | 2,382                                       | -                  | 35,641                      | 23,120                      |
| Operating and maintenance        | 68,051                            | 6,125                                       | -                  | 74,177                      | 89,652                      |
| Operational supplies             | 24,092                            | 125   | -                  | 24,217                      | 50,250                      |
| Payroll taxes                    | 191,246                           | 9,124                                       | 6,127              | 206,497                     | 143,106                     |
| Professional fees                | -                                 | 1,771                                       | 350                | 2,121                       | 2,332                       |
| Rent                             | 185,863                           | 201   | -                  | 186,064                     | 69,577                      |
| Salaries and wages               | 2,513,370                         | 379,588                                     | 100,290            | 2,993,248                   | 1,677,143                   |
| Snow removal                     | 6,793                             | 272   | -                  | 7,065                       | -                           |
| Staff development                | 43,979                            | 596   | 13                 | 44,688                      | 12,849                      |
| Staff travel                     | 13,485                            | 1,955                                       | 73                 | 15,513                      | 7,793                       |
| Telephone                        | 14,019                            | 4,341                                       | -                  | 18,360                      | 7,000                       |
| Utilities                        | 75,898                            | 2,898                                       | -                  | 78,796                      | 67,805                      |
| Vehicle expenses                 | 25,207                            | 10  | -                  | 25,217                      | 17,588                      |
| <b>Total functional expenses</b> | <b>\$ 4,767,612</b>               | <b>\$ 633,487</b>                           | <b>\$ 112,042</b>  | <b>\$ 5,513,141</b>         | <b>\$ 3,022,545</b>         |

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

**GREATER NASHUA COUNCIL ON ALCOHOLISM**

Statement of Cash Flows

For the Year Ended June 30, 2017

(With Comparative Totals as of June 30, 2016)

|  | <u>2017</u>       | <u>2016</u>       |
|--|-------------------|-------------------|
| Cash Flows From Operating Activities:  |                   |                   |
| Change in net assets   | \$ 601,089        | \$ (110,700)      |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities: |                   |                   |
| Depreciation and amortization  | 220,102           | 203,431           |
| Gain on disposal of fixed assets   | (2,180)           | (1,282)           |
| (Increase) Decrease In:  |                   |                   |
| Receivables  | (795,240)         | (189,646)         |
| Prepaid expenses   | 2,669             | 17,239            |
| Promises to give   | (3,000)           | -                 |
| Increase (Decrease) In:  |                   |                   |
| Accounts payable   | 27,365            | 18,878            |
| Accrued expenses and other liabilities   | 60,583            | (40,768)          |
|  | <u>111,388</u>    | <u>(102,848)</u>  |
| Net Cash Provided (Used) By Operating Activities   |                   |                   |
| Cash Flow From Investing Activities:   |                   |                   |
| Purchase of fixed assets   | (214,154)         | (73,599)          |
| Proceeds from sale of fixed assets   | 2,180             | -                 |
|  | <u>(211,974)</u>  | <u>(73,599)</u>   |
| Net Cash Used By Investing Activities  |                   |                   |
| Cash Flows From Financing Activities:  |                   |                   |
| Receipts from related organizations  | 1,362,697         | 298,021           |
| Payments to related organizations  | (1,088,233)       | (356,494)         |
| Proceeds from line of credit   | 221,377           | 213,500           |
| Payments to line of credit   | (275,000)         | (79,000)          |
| Proceeds from long term debt   | 200,000           | -                 |
| Principal payments on long term debt   | (97,657)          | (77,051)          |
|  | <u>323,184</u>    | <u>(1,024)</u>    |
| Net Cash Provided (Used) By Financing Activities   |                   |                   |
| Net Increase (Decrease)  | 222,598           | (177,471)         |
| Cash, Cash Equivalents, and Restricted Cash, Beginning of Year                                     | 68,865            | 246,336           |
| Cash, Cash Equivalents, and Restricted Cash, End of Year   | \$ <u>291,463</u> | \$ <u>68,865</u>  |
| Supplemental disclosures of cash flow information:   |                   |                   |
| Interest paid  | \$ <u>156,922</u> | \$ <u>160,288</u> |

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

# GREATER NASHUA COUNCIL ON ALCOHOLISM

## Notes to the Financial Statements

### 1. **Organization:**

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, genderspecific, and culturally competent. The programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children, and offender re-entry services initiative.

### 2. **Summary of Significant Accounting Policies:**

#### ***Comparative Financial Information***

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2016, from which the summarized information was derived.

#### ***Cash and Cash Equivalents***

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

#### ***Receivables, Net***

Receivables, net consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable receivables is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable.

#### ***Property and Equipment***

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of \$2,500 or more and a



useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

|                           |             |
|---------------------------|-------------|
| Land improvements         | 15 years    |
| Building and improvements | 30 years    |
| Equipment                 | 5 years     |
| Furniture and fixtures    | 5 - 7 years |
| Software                  | 3 years     |
| Vehicles                  | 5 years     |

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the financial statements in the current period.

### **Net Assets**

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Unrestricted Net Assets* – Net assets available for use in general operations.

*Temporarily Restricted Net Assets* – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

*Permanently Restricted Net Assets* – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed.

The Organization has only unrestricted net assets.

### **Revenue and Revenue Recognition**

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

### ***Accounting for Contributions***

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### ***Gifts-in-Kind Contributions***

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fund-raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

### ***Grant Revenue***

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the dis-

allowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

### ***Functional Allocation of Expenses***

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses present that natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### ***Income Taxes***

The Organization is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an Organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. If the Organization has net income that is derived from business activities that are unrelated to its exempt purpose, it would need to file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

### ***Estimates***

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

## ***Fair Value Measurements and Disclosures***

Certain liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of due to related organizations – Level 3.

- Recurring measurement of line of credit – Level 2.
- Recurring measurement of bonds and mortgages payable – Level 2.

The carrying amounts of cash, cash equivalents, and restricted cash, receivables, accounts payable, and accrued expenses and other liabilities approximate fair value due to the short-term nature of the items, and are considered to fall within Level 1 of the fair value hierarchy.

### 3. Receivables, Net:

Receivables at June 30, 2017 consist of the following:

|          | <u>Receivable</u>   | <u>Allowance</u>   | <u>Net</u>          |
|----------|---------------------|--------------------|---------------------|
| Grants   | \$ 1,246,437        | \$ -               | \$ 1,246,437        |
| Medicaid | 84,220              | (9,268)            | 74,952              |
| Other    | <u>23,507</u>       | <u>(26,375)</u>    | <u>(2,868)</u>      |
| Total    | <u>\$ 1,354,164</u> | <u>\$ (35,643)</u> | <u>\$ 1,318,521</u> |

### 4. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

|                                | <u>2017</u>         | <u>2016</u>         |
|--------------------------------|---------------------|---------------------|
| Land                           | \$ 742,500          | \$ 742,500          |
| Construction in progress       | 143,865             | -                   |
| Land improvements              | 1,743               | 1,743               |
| Building                       | 5,646,560           | 5,646,560           |
| Building improvements          | 45,813              | 26,066              |
| Computer equipment             | 21,854              | 11,524              |
| Furniture and fixtures         | 38,711              | 39,628              |
| Software                       | 57,594              | 44,305              |
| Vehicles                       | <u>55,838</u>       | <u>42,797</u>       |
| Subtotal                       | 6,754,478           | 6,555,123           |
| Less: accumulated depreciation | <u>(1,068,451)</u>  | <u>(866,001)</u>    |
| Total                          | <u>\$ 5,686,027</u> | <u>\$ 5,689,122</u> |

Depreciation expense for the years ended June 30, 2017 and 2016 totaled \$217,248 and \$203,431, respectively.

**5. Restricted Cash:**

Restricted cash consists of funds required to be used for the replacement of property, with prior approval by the New Hampshire Housing Finance Authority.

**6. Accrued Expenses and Other Liabilities:**

Accrued expenses and other liabilities consist of the following:

|   | <u>2017</u>       | <u>2016</u>       |
|---|-------------------|-------------------|
| Accrued payroll and related liabilities | \$ 219,476        | \$ 155,716        |
| Accrued interest                        | 6,374             | 5,175             |
| HSA liability                           | <u>112</u>        | <u>4,488</u>      |
| Total                                   | <u>\$ 225,962</u> | <u>\$ 165,379</u> |

**7. Due to Related Organizations:**

Due to related organizations represents short-term liabilities due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2017 are as follows:

|  | <u>2017</u>       | <u>2016</u>       |
|--|-------------------|-------------------|
| Current:                                   |                   |                   |
| Harbor Homes, Inc.                         | \$ 380,115        | \$ 88,464         |
| Healthy at Home, Inc.                      | -                 | 14,210            |
| Milford Regional Counseling Services       | -                 | 406               |
| Southern New Hampshire HIV/AIDS Task Force | <u>19,500</u>     | <u>22,072</u>     |
| Total                                      | <u>\$ 399,615</u> | <u>\$ 125,152</u> |

As discussed in Note 2, the valuation technique used for notes receivable is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

|                                 |                    |
|---------------------------------|--------------------|
| Beginning balance June 30, 2016 | \$ 125,152         |
| Advances                        | 1,362,697          |
| Reductions                      | <u>(1,088,234)</u> |
| Ending balance June 30, 2017    | <u>\$ 399,615</u>  |

**8. Line of Credit:**

At June 30, 2017, the Organization had \$250,000 of credit dated April 27, 2017 available from Merrimack County Savings Bank due on demand, secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to Merrimack County Savings Bank. As of June 30, 2017, the credit line had an outstanding balance of \$128,779 at an interest rate of 5.25%.

**9. Bonds and Mortgages Payable:**

Bonds and mortgages payable as of June 30, 2017 were as follows:

|   |                     |
|---|---------------------|
| \$3,963,900 in New Hampshire Health and Education Facilities Authority bonds, dated September 15, 2014, due in monthly installments of \$19,635, including principal and interest at 4.00%, maturing in 2042, secured by real property owned and guaranteed by Harbor Homes, Inc. | \$ 3,740,421        |
| \$200,000 loan from New Hampshire Health and Education Facilities Authority, dated March 6, 2017, due in monthly installments of \$3,419, including principal and interest at 1.00%, maturing in 2022, secured by real property, and guaranteed by Harbor Homes, Inc.             | 190,235             |
| Less: debt issuance costs, net  | <u>(72,076)</u>     |
| Total   | 3,858,580           |
| Less amount due within one year   | <u>(123,992)</u>    |
| Long term debt, net of current portion  | <u>\$ 3,734,588</u> |

The following is a summary of future payments on the previously mentioned long-term debt.

| <u>Year</u> | <u>Amount</u>       |
|-------------|---------------------|
| 2018        | \$ 123,992          |
| 2019        | 130,860             |
| 2020        | 134,586             |
| 2021        | 139,226             |
| 2022        | 133,390             |
| Thereafter  | <u>3,268,602</u>    |
| Total       | <u>\$ 3,930,656</u> |

Debt issuance costs, net of accumulated amortization, total \$72,076 as of June 30, 2017, and are related to the New Hampshire Health and Education Facilities Authority bonds described above. The debt issuance costs on the above bonds are being amortized over the life of the bonds. Amortization expense for fiscal year 2017 was \$2,855.

In 2017, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2015-03, *Interest – Imputation of Interest (Subtopic 835-30)*. The effect of this change in fiscal year 2017 was to reclassify debt issuance expenses in the amount of \$72,026 from other assets to a reduction in long-term debt. The financial statements for 2016 have been retroactively restated for the change, which resulted in a decrease to other assets and a corresponding decrease to long-term debt of \$72,026. There is no effect on net income for either year.

**10. Mortgages Payable, Deferred:**

The Organization received special financing as partial funding for a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. Certain covenants apply related to eligibility and use of the mortgaged property. The balance of these notes at June 30, 2017 is as follows:

|   |                     |
|---|---------------------|
| Federal Home Loan Bank of Boston - Affordable Housing Program | \$ 385,000          |
| New Hampshire Housing Finance Authority                       | <u>1,500,000</u>    |
| Total   | <u>\$ 1,885,000</u> |

**11. Net Assets Released from Restriction:**

There were no restricted net assets during the year ended June 30, 2017 and, as a result, no net assets were released from restrictions.

**12. Deferred Compensation Plan:**

In fiscal year 2017, the Organization discontinued its 403(b) plan and deferred compensation plan for certain employees and directors, and it implemented a 401(k) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization will contribute as a matching contribution an amount equal to 100% of employees' contributions that is not in excess of 6% of their contribution. Total matching contributions paid by the Organization for the year ended June 30, 2017 were \$50,561.



**13. Transactions with Related Parties:**

The Organization offers counseling services to the clients of related organizations. These services are provided whenever requested.

The Organization is a corporate guarantor for Harbor Homes, Inc., related to the mortgage on their Northeastern Boulevard property. The guaranty consists of one mortgage in the amount of \$1,125,000.

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization. The Organization also receives payroll services from the related organization, billed at actual cost.

The Organization rents space from Harbor Homes, Inc., a related organization. Rent expense for the year under this agreement was \$41,250.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met and, therefore, more meaningful separate statements have been prepared.

**14. Concentration of Risk:**

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2017, the State of New Hampshire accounted for 63% and Medicaid account for 25% of total revenues.

**15. Supplemental Disclosure of Cash Flow Information:**

In fiscal year 2017, the Organization early adopted Accounting Standard Update (ASU) No. 2016-18, *State of Cash Flows (Topic 203): Restricted Cash*. The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year of restricted cash as part of the total cash and cash equivalents.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the State of Financial Position to the same such amounts reported in the Statement of Cash Flows.

|  | <u>2017</u>       | <u>2016</u>      |
|--|-------------------|------------------|
| Cash and Cash Equivalents  | \$ 252,981        | \$ 42,392        |
| Restricted Cash  | <u>38,482</u>     | <u>26,473</u>    |
| Total Cash, Cash Equivalents, and<br>Restricted Cash shown in the Statement<br>of Cash Flows | <u>\$ 291,463</u> | <u>\$ 68,865</u> |

**16. Subsequent Events:**

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2017 through January 10, 2018, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

**17. Change in Net Assets:**

During fiscal year 2017, the Organization received \$400,000 in grant funding for infrastructure. This one-time grant contributed to the change in net assets (approximately \$148,000) for fiscal year 2017.

GRAND NARRAGANSSETT COUNCIL ON ALCOHOLISM  
 Schedule of Program Services Expenses  
 For the Year Ended June 30, 2017

|                                     | 79 Day Residential CHAMLET | 90 Day Residential CHAMLET | Cash for Care Center | Opport. Day Family Center CHAMLET | Financially Insecure | Homeless Outreach | Hillsborough County DOC | HUD Transitional Units | Intervention - ICE | Intervention - OIE | Intervention - SMI | Intensive Outpatient | Open Outpatient | Project Home | Recovery Support | Non OHS    | Total      |              |
|-------------------------------------|----------------------------|----------------------------|----------------------|-----------------------------------|----------------------|-------------------|-------------------------|------------------------|--------------------|--------------------|--------------------|----------------------|-----------------|--------------|------------------|------------|------------|--------------|
| Advertising                         | -                          | -                          | -                    | -                                 | -                    | -                 | -                       | -                      | -                  | -                  | -                  | -                    | -               | -            | -                | -          | -          |              |
| Accounting fees                     | 3,077                      | 2,482                      | 1,094                | 24,622                            | -                    | -                 | -                       | 211                    | -                  | -                  | 125                | -                    | 101,841         | 5,280        | -                | 1,041      | 133,044    |              |
| Cell services                       | 243                        | 34,356                     | -                    | 1,313                             | -                    | -                 | -                       | 81                     | -                  | -                  | 725                | -                    | 4,483           | -            | -                | 47         | 11,271     |              |
| Commodities                         | 58,171                     | 35,159                     | -                    | 96,678                            | -                    | -                 | -                       | 25                     | -                  | 15,510             | -                  | 149                  | -               | 20,080       | -                | 2,170      | 658,354    |              |
| Depreciation                        | 60,070                     | 20,433                     | 1,538                | 63,941                            | -                    | -                 | -                       | 3,917                  | -                  | 33,817             | -                  | 149                  | -               | 182,770      | -                | 182,770    | 220,102    |              |
| Employee benefits                   | 29,501                     | 17,181                     | -                    | 47,589                            | -                    | -                 | -                       | 3,378                  | -                  | 2,970              | -                  | 17,310               | 1,520           | 1,939        | 22,035           | 17,472     | 802,913    |              |
| Food                                | 2,084                      | 2,092                      | -                    | 4,281                             | -                    | -                 | -                       | 4                      | -                  | 5,031              | -                  | 75                   | -               | -            | -                | 259        | 9,322      |              |
| Insurance                           | 4,584                      | 2,727                      | -                    | 7,311                             | -                    | -                 | -                       | 4                      | -                  | 161                | -                  | 75                   | -               | 61           | 180              | 282        | 84,115     |              |
| Information technology              | 41,584                     | 1,123                      | 1,234                | 70,851                            | -                    | -                 | -                       | 3,272                  | -                  | -                  | -                  | 75                   | -               | 185          | 180              | 282        | 148,834    |              |
| Legal fees                          | 231                        | 107                        | -                    | 365                               | -                    | -                 | -                       | 29                     | -                  | -                  | -                  | 69                   | 4,662           | -            | 5                | 2,585      | 5,243      |              |
| Miscellaneous                       | 737                        | 3,375                      | 11                   | 2,418                             | -                    | -                 | -                       | 130                    | -                  | -                  | 21,520             | 69                   | 4,662           | 375          | 5                | 2,398      | 32,953     |              |
| Office supplies                     | 9,690                      | 12,151                     | 1,070                | 33,254                            | -                    | -                 | -                       | 136                    | -                  | -                  | 222                | 69                   | 1,310           | -            | -                | 2,928      | 32,953     |              |
| Operating and maintenance           | 18,857                     | 4,123                      | 539                  | 11,110                            | -                    | -                 | -                       | 1,361                  | -                  | -                  | -                  | 20                   | -               | -            | -                | 281        | 4,672      |              |
| Operational supplies                | 35,145                     | 11,123                     | 21,843               | 30,077                            | -                    | -                 | -                       | 1,168                  | -                  | 1,978              | 7,567              | 6,143                | 6,502           | 4,876        | 8,380            | 18,614     | 181,248    |              |
| Professional fees                   | -                          | -                          | -                    | -                                 | -                    | -                 | -                       | -                      | -                  | -                  | -                  | -                    | -               | -            | -                | -          | 2,121      |              |
| Rent                                | -                          | 346,282                    | -                    | 592,403                           | -                    | -                 | -                       | 1,829                  | -                  | 80,730             | 10,053             | 10,053               | 6,304           | 62,182       | 108,163          | 61,513     | 195,363    |              |
| Salaries and wages                  | 434,072                    | 1,981                      | 289,935              | 3,334                             | -                    | -                 | -                       | 1,829                  | -                  | 293,523            | 118,313            | 10,053               | 14,243          | 62,182       | 108,163          | 22,902     | 2,593,248  |              |
| Share retirement                    | 2,072                      | 1,821                      | 59                   | 3,334                             | -                    | -                 | -                       | 103                    | -                  | 29,447             | -                  | 69                   | 6,304           | -            | -                | 8,298      | 379,338    |              |
| Staff development                   | 1,504                      | 628                        | 146                  | 1,254                             | -                    | -                 | -                       | 27                     | -                  | 95                 | -                  | 718                  | 1,188           | 40           | -                | 6,979      | 998        |              |
| Telephone                           | 2,095                      | 1,412                      | 340                  | 3,729                             | -                    | -                 | -                       | 72                     | -                  | 2,814              | 578                | -                    | 1,259           | 333          | 16               | 4,471      | 13,495     |              |
| Travel                              | 18,072                     | 12,945                     | 903                  | 34,727                            | -                    | -                 | -                       | 130                    | -                  | 90                 | -                  | -                    | 239             | 409          | 742              | 3,473      | 14,013     |              |
| Vehicle expenses                    | 2,254                      | 2,337                      | 2                    | 5,648                             | -                    | -                 | -                       | 7                      | -                  | -                  | -                  | -                    | 150             | -            | -                | 6,481      | 15,600     |              |
| Total program services expenses     | \$ 724,898                 | \$ 538,718                 | \$ 320,490           | \$ 671,998                        | \$ 178,700           | \$ 379,042        | \$ 72,035               | \$ 17,295              | \$ 210,282         | \$ 34,597          | \$ 306,613         | \$ 153,918           | \$ 221,378      | \$ 234,041   | \$ 98,578        | \$ 151,505 | \$ 151,148 | \$ 4,787,612 |
| General and Administrative Expenses | 329                        | 277                        | -                    | 27                                | -                    | -                 | -                       | -                      | -                  | -                  | -                  | -                    | -               | -            | -                | -          | 13         | 188,084      |
| Expenses                            | 10                         | 13                         | -                    | 13                                | -                    | -                 | -                       | -                      | -                  | -                  | -                  | -                    | -               | -            | -                | -          | 13         | 2,092,248    |
| Total                               | \$ 725,227                 | \$ 538,995                 | \$ 320,490           | \$ 672,025                        | \$ 178,700           | \$ 379,042        | \$ 72,035               | \$ 17,295              | \$ 210,282         | \$ 34,597          | \$ 306,613         | \$ 153,918           | \$ 221,378      | \$ 234,041   | \$ 98,578        | \$ 151,505 | \$ 151,148 | \$ 4,975,944 |

See Independent Auditor's Report



**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counselling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - (6/19)

[REDACTED]

**Asst. Treasurer**

- (Finance Committee)
- (Facilities Committee)
- (Executive Committee)

[REDACTED]

Thomas I. Arnold, III - (6/20)

[REDACTED]

Jared Freilich - (6/20)

[REDACTED]

**Treasurer**

- (Chair, Finance Committee)

[REDACTED]

Laurie Goguen - (6/20)

[REDACTED]

**Asst. Secretary**

- (HCC Oversight Committee)

[REDACTED]

Jack Balcom - (6/18)

[REDACTED]

- (Facilities Committee)

[REDACTED]

Nathan Goodwin - (6/19)

[REDACTED]

- (Governance Committee)
- (RDP Committee)

[REDACTED]

Vijay Bhatt - (6/20)

[REDACTED]

Joel Jaffe - (6/20)

[REDACTED]

**Secretary**

- (Executive Committee)

[REDACTED]

Vincent Chamberlain - (6/18)

[REDACTED]

- (Executive Committee)

[REDACTED]

Lynn King - (6/19)

[REDACTED]

- (Chair, RDP Committee)
- (Executive Committee)

[REDACTED]

Dr. Vijay Dav'e - (6/18)

[REDACTED]

- (HCC Oversight Committee)

[REDACTED]

Ed McDonough - (6/19)

[REDACTED]

- (Governance Committee)

[REDACTED]

Laurie Des Rochers - (6/18)

[REDACTED]

- (Facilities Committee)
- (Governance Committee)

[REDACTED]

Naomi Moody - (6/19)

[REDACTED]

- (Ade Moody Annual Fundraising Campaign)

[REDACTED]

Phil Duhaime - (6/20)

[REDACTED]

- (Chair, Governance Committee)
- (Executive Committee)

[REDACTED]

Rick Plante - (6/20)

[REDACTED]

- (Chair, Facilities Committee)
- (RDP Committee)

[REDACTED]

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

Dan Sallet - (6/20)



**Chair of the Board**  
- (Finance Committee)



Trent Smith - (6/18)



**Vice Chair**  
- (Chair Executive Committee)  
- (Chair, HCC Oversight Committee)  
- (RDP Committee)



Eileen M. Fiori, LICSW, LADC

[REDACTED]  
[REDACTED]  
[REDACTED]

**CAREER OBJECTIVES:** To obtain position in which I can utilize my varied clinical experiences in a professional setting. Credentialed as MA-LICSW #117722, NH-LICSW #155, NH-LADC #142.

**EXPERIENCE:**

**CLINICAL:** I have provided direct treatment to children, adolescents, adults, families and couples. Treatment included individual, family and group psychotherapy, as well as crisis intervention and case management. Treatment settings include mental health and social service agencies, foster homes, residential treatment centers, schools, substance abuse treatment agencies and patient/clients homes. Consultation and case management included contact with treatment specialists, schools, police, courts, probation departments, attorneys and hospitals. Certified to administer Global Appraisal of Individual Needs-GAIN-I; Substance Abuse Subtle Screening Inventory-SASSI; and to implement evidence based practices such as the Adolescent Community Reinforcement Approach-ACRA, CBT, Motivational Interviewing, Family Education and Support, ACT teams and Supported Employment.

**PROGRAM DEVELOPMENT AND PLANNING:** I have planned, developed, implemented and monitored programs providing substance abuse, social and medical services. Each program required definition of program goals, identification of client population, including special needs/services, budget considerations, policy development, staff development and training, resource mobilization, program promotion, coordination with existing programs and consultation with community providers.

**ADMINISTRATION:** I have served in a number of administrative positions, including as Executive Director of the Farnum Center, Clinical Director of that same facility and as clinical supervisor in other settings. In these various positions, responsibilities included oversight of staff, development of agency budgets, grant proposals and responses to requests for proposals. Other administrative responsibilities included clinical supervision of staff at all levels of professional development, student interns, paraprofessionals and volunteers. I served as adjunct faculty at Notre Dame College providing courses in Addictive Disorders, Family Therapy and Ethics. I served as a member of the NH Board of Licensing for Alcohol and other Drug Use Professionals for six years and continue as a rehabilitative supervisor for the NH Board of Mental Health Practice.

**CURRENT EMPLOYMENT:**

WestBridge

**PAST EMPLOYMENT HISTORY:**

|   |                  |
|---|------------------|
| Child & Family Services of NH in Manchester | Center           |
| for Life Management                         | Col-             |
| Fiori Counseling Associates                 | Farnum           |
| Center                                      | New Hampshire    |
| Department of Health and Human Services     | Greater Lawrence |
| Mental Health Center                        | McLean Hospital  |

References available upon request.

***Tina Gallant***

**Employment History:**

*May 2016-Present*

Homecare Assistance

**Position:** Home Health Aide

**Responsibilities:** Assisting clients with activities of daily living, Alzheimer's and dementia care.

*May 2006 – May 2016*

Massachusetts General Physician's Organization Bedford, NH

**Position:** Reimbursement Representative

**Responsibilities:** Managing the accounts receivable for physician's services, telephone collection calls to various medical insurance companies, writing appeal letters, tracking payment and denial trends.

**Volunteer Work:**

September 2009 - Present

Thresholds Program

Southern New Hampshire Services, Inc. Manchester, NH 03102

**Position:** Counselor

**Responsibilities:** Teaching prison inmates a curriculum of making better life decisions.

**Education:**

Rivier University -- graduation expected 2020

Nashua, NH

Currently attending

Master's Degree program for Clinical Mental Health Counseling

Granite State College

Concord, NH

Graduation: June 2009

Bachelor's Degree - Human Resources Management

**References:**

Provided upon request.



# MARY BETH LAVALLEY, M.A.

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## PROFESSIONAL EXPERIENCE

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### KEYSTONE HALL/GREATER NASHUA COUNCIL ON ALCOHOLISM

9/16 - present

Acting Vice President, 9/29/2017

Compliance/Quality Assurance Director

- ◆ Assume all duties of the Vice President that includes developing new and expanding existing services/programs by networking with other agencies. Also fosters relationships in the community, monitors and prepare budgets, supervises and evaluates directors, approves expenses, and other related duties. Responsible for the overall operations of the programs, facilities and staffing.
- ◆ Monitor all grant funded programs to ensure compliance including tracking and reporting data as specified by the funder.
- ◆ Ensure compliance with federal and state laws related to substance abuse treatment programs.
- ◆ Prepare data and narrative reports and analyze program metrics to determine ways to improve processes and procedures.
- ◆ Facilitate Clinical Billing team meetings.
- ◆ Oversee the CARF reaccreditation process including preparing plans, updating policies and procedures and ensuring that all programs meet CARF and state licensure requirements.
- ◆ Represent the agency on the Nashua/Integrated Delivery Network's full committee meetings.
- ◆ Develop policies and procedures to maximize billing.
- ◆ Develop and implement plans and protocols for new programs.

### EASTER SEALS NH/FARNUM CENTER

Vice President, Substance Abuse Services

7/15 – 9/16

- ◆ Plan, develop and direct the implementation and on-going evaluation of inpatient and outpatient programs.
- ◆ Assist with reports on administrative, financial, professional and programmatic information and statistics.
- ◆ Develop policies and procedures for substance abuse programs.
- ◆ Conduct on-site reviews of all substance abuse programs. Ensure compliance with state and federal regulations as well as with CARF (Commission on the Accreditation of Rehabilitation Facilities).
- ◆ Establish and maintain positive effective relationships with public and private agencies in NH.
- ◆ Represent Easter Seals NH on the Region 4 Integrated Delivery Network (1115 Medicaid Waiver).
- ◆ Prepare a monthly dashboard for the Board of Directors.
- ◆ Provide consultation and facilitation for teams involved in strategic initiatives and priority projects.
- ◆ Assist with the implementation and oversight of budgets.
- ◆ Oversee the recruiting, hiring, training and performance of staff including consultants.

#### Exemplary Accomplishments:

- ◆ Secured a \$1.67 million infrastructure grant to expand substance abuse treatment services.
- ◆ Ensured agency programs and facilities were prepared for the CARF re-accreditation survey. Facilities awarded a 3-year accreditation.

### THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH

12/03 – 7/15

Director of Strategic Planning, 12/03-9/23/05

Vice President, Strategic Planning and Business Development; as of 9/25/06

- ◆ Researched and analyzed potential new business opportunities.
- ◆ Maintained the agency's dashboard, closely monitored the metrics and developed plans for improvement.
- ◆ Developed strategic plans for new business development that included marketing plans and financial projections.
- ◆ Oversaw education, consultation, research and behavioral health staffing contracts.

# MARY BETH LAVALLEY, M.A.

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- ♦ Supervised and provided direction, leadership and technical assistance to Strategic Planning Department staff.
- ♦ Attended Strategic Planning meetings of the Board of Directors, and provided monthly updates.
- ♦ Developed long-range plans for programs and services and evaluated their effectiveness.
- ♦ Served on the Executive Committee of the Manchester Sustainable Access Project (MSAP), a planning initiative of Healthy Manchester Leadership Council as well as on MSAP's Oral Health, Westside Neighborhood Health Center and Behavioral Health Integration Subcommittees. Served as Chairperson for the Oral Health and Behavioral Health Integration subcommittees.
- ♦ Represented the agency at community meetings and served on a number of collaborative.
- ♦ Oversaw the Mental Health First Aid Program including marketing in the community and maintaining data.
- ♦ Served as the chairperson for the agency's Marketing/Public Relations Committee four years.

## Exemplary Accomplishments:

- ♦ Led the Oral Health Committee in efforts to select, purchase and implement an Electronic Dental Record for the three partnering agencies: Catholic Medical Center's Poisson Dental Clinic; Easter Seals' Dental Clinic; and the Manchester Health Department's school-based oral health program. Services expanded from serving kindergarten children to children at all of the Title IX schools in Manchester and establishing a dental clinic at Dartmouth-Hitchcock Manchester.
- ♦ Negotiated and secured behavioral health integration contracts with several area health care organizations expanding the availability of behavioral health services into community settings. Some of the agencies included Dartmouth-Hitchcock Manchester, Manchester Community Health Center/Child Health Services, and Easter Seals NH.
- ♦ Built an integrated Naturopathic Practice that increased from 4 hours a week to business requiring a Naturopathic Doctor 4 to 5 days a week. Secured a grant from the Ittleson Foundation to assist with marketing the program and documenting how to integrate naturopathic medicine in a behavioral health setting.
- ♦ Served on a statewide committee to develop a model for community mental health centers to serve as health homes.
- ♦ Established a satellite mental health clinic at Derry Medical Center.

## PRIVATE CONSULTANT

summer / fall 2001; summer 2003

Assisted community coalitions to develop strategic plans and to secure grant funds. Prepared grant proposals and provided technical assistance regarding prevention programming.

## LORETTO, Syracuse, NY

10/01 – 08/03

### Director of Grant and Research Development

- ♦ Researched local, state and national funding sources to meet program and facility needs.
- ♦ Conducted needs assessments to identify resource needs and developed strategic plans for new programming.
- ♦ Prepared narrative and financial reports based on statistical information and other project information.
- ♦ Supervised the grant writer and administrative assistant.
- ♦ Prepared narrative and financial reports for funders and monitored programs and expenses for compliance.

## Exemplary Accomplishments:

- ♦ Secured over \$3.0 Million in funds to enhance training programs, renovate facilities to the needs of the frail elderly, and to establish enhanced programs for the frail elderly and their caregivers.
- ♦ Created and implemented protocols to monitor program progress and ensure grant objectives, financial spend down and reporting requirements were met.
- ♦ Established excellent reputation among state and federal agencies, securing opportunities for future funding.

## SYRACUSE ONONDAGA DRUG & ALCOHOL ABUSE COMMISSION, Syracuse, NY

11/99 – 08/01

# MARY BETH LAVALLEY, M.A.

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## Executive Director

- ♦ Developed programs, action plans, policies and direction for the promotion and education of substance abuse prevention and treatment in the City of Syracuse and Onondaga County.
- ♦ Monitored and evaluated effectiveness of projects.
- ♦ Served as liaison to local coalitions and chaired committees.
- ♦ Developed and monitored budgets.
- ♦ Hired, supervised, trained and evaluated staff.

### Exemplary Accomplishments:

- ♦ Re-energized the Commission by securing members, establishing committees, developing a strategic plan, and securing federal grant funds to hire staff and expand programming.
- ♦ Secured approximately \$275,000 in funding.

## SCOTTSDALE UNIFIED SCHOOL DISTRICT, Scottsdale, AZ

11/97 – 06/99

### Prevention Specialist

Grant funded position through Title IV Safe and Drug Free Schools.

- ♦ Oversaw prevention programs at 29 schools.
- ♦ Monitored and distributed the district's prevention funds, responded to compliance issues, completed reports, and developed prevention plans.
- ♦ Managed expenditure of prevention funds, made recommendations on best practices, and evaluated results.
- ♦ Assisted in coordinating community responses to prevention by working with coalitions.

### Exemplary Accomplishments:

- ♦ Developed and implemented training and structure of peer mediation and mentor programs.
- ♦ Created and established application process used by schools to obtain funds.

## WILSON ELEMENTARY SCHOOL DISTRICT, Phoenix, AZ

12/96 – 10/97

### Prevention Education Coordinator

Temporary position funded through the City of Phoenix Community Impact Initiative Grant.

- ♦ Developed, implemented and evaluated prevention education programs for high at-risk population.
- ♦ Coordinated prevention/early intervention activities of internal and external staff.
- ♦ Served as member of Student Assistance Team and the Wilson Community Coalition.
- ♦ Editor of *The Wilson Ways*, a monthly school newsletter.

### Exemplary Accomplishments:

- ♦ Developed and established peer mediation and mentor programs.
- ♦ Established and maintained strong linkages with community organizations and businesses.

## RAPPAHANNOCK AREA COMMUNITY SERVICES BOARD, Fredericksburg, VA

11/88 – 10/96

### Director of Prevention/Public Information

- ♦ Developed, coordinated and evaluated research-based prevention programs.
- ♦ Created and maintained budgets and program statistics. Monitored progress and ensured funding source compliance.
- ♦ Served as Executive Director of Rappahannock Area Kids on the Block, Inc., a non-profit agency that educated youth on disabilities, differences and social concerns.
- ♦ Marketed Kids on the Block program, scheduled performances, and organized fund raising and promotional events.
- ♦ Promoted agency through organizing speakers' bureau, brochures, annual reports, quarterly newsletters, and special events.

### Exemplary Accomplishments:

# MARY BETH LAVALLEY, M.A.

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- ♦ Expanded prevention department from one staff person to 14 through conducting a community needs assessment, developing a long-range plan and securing funds through grant writing.
- ♦ Developed and successfully implemented nine prevention programs dealing with substance abuse, drop out, violence, teen pregnancy, and child abuse and developmental disabilities.

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## EDUCATION

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Texas Woman's University, Denton TX  
M.A., School Health Education

Franklin Pierce University, Concord, NH  
B.S., Business Management

University of Great Falls, Great Falls, MT  
A.S., Computer Science

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## COMMUNITY/VOLUNTEER ACTIVITIES

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- ♦ Volunteer organizer for the Out of the Darkness Walks in Portsmouth for 11 years
- ♦ Organize an annual Pampered Chef fundraiser to benefit a local animal shelter/rescue organization
- ♦ Volunteer at church with fundraisers, teaching religious education, greeting, and hospitality and have served as a Eucharistic Minister

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## REFERENCES

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Kris McCracken, President/CEO, Manchester Community Health Center  
[REDACTED]

Jane Guilmette, Vice-President of Quality Improvement & Corporate Compliance, The Mental Health Center of Greater Manchester  
[REDACTED]

Marc Guilmette, Director of the Office of Catholic Identity, Catholic Medical Center  
[REDACTED]

Arlene Robbins, Retired Chief Financial Officer, The Mental Health Center of Greater Manchester  
[REDACTED]

Paul Mertzic, Executive Director Primary Care & Community Health Services, Catholic Medical Center  
[REDACTED]

# KATHERINE LAVOIE

## LICENSURE

LADC ELIGIBLE: EXAM DATE 12/28/17 – SCORE 645/800

## WORK EXPERIENCE

FEBRUARY 2018 – PRESENT

### SUBSTANCE USE CLINICIAN, KEYSTONE HALL

- **Treatment:** Provide direct services to clients and manage caseload of 20+ including intakes, crisis prevention and management, and individual sessions. Perform intakes, assessments and evaluations to assess client needs and determine goals for treatment. Coordinate care with psychiatrists, medical doctors, social workers and other treatment parties to collaborate on treatment goals/discharge plans and to advocate for client.
- **Documentation:** Complete required documentation efficiently and on-time including but not limited to; substance use treatment plans, progress notes, discharge summaries, intake assessments, and reports needed for the State regarding the program spending and waitlist.
- **Training:** Contribute to weekly treatment team staff meeting with colleagues as well as weekly individual supervision. Remain current on all training hours on topics such as HIPAA/42 CFR Part 2, ethics and boundaries, HIV/AIDS, cultural competence, etc.

JUNE 2017 – FEBRUARY 2017

### CLINICAL CASE MANAGER, KEYSTONE HALL

- **Case Management:** Managed a caseload of 25+ clients who are pregnant/parenting and currently in recovery from a substance use disorder. Assist clients in obtaining housing, jobs, childcare, community services; and treatment services. Identify and use effective treatment strategies to meet the needs of the clients. Develop treatment plans with clinician to promote independence and enhance the clients' quality of life. Establish and maintain positive relationships with coworkers, clients, families and agencies. Perform and read results of observed UAs on clients on a random basis and send them to a lab for further testing if needed.
- **Documentation:** Maintained up-to-date and clinically relevant notes on client sessions within the company software as well as WITS. Ensure paperwork within the charts meets CARF and other grant standards. Process all paperwork and notes in a timely fashion for billing. Track and keep record of the financial assistance being provided to clients on a daily/weekly/monthly basis.

JUNE 2015 – JUNE 2017

### FINANCIAL SPECIALIST, HEALTHY AT HOME

- **Payroll Coordination:** Responsible for payroll of 100+ employees for bi-weekly period and processing of manual checks. Entering of new hires, employee changes, etc. Calculate new hire pay, termination pay, bonuses, etc. Knowledge of wage and hour laws. Ensure that computing, withholding and deductions are done correctly.

- **Billing:** Prepare and send invoices, bills and bank deposits. Compare billing accounts with account receivable ledger in order to ensure all payments are properly posted and accounted for. Verify discrepancies by clients and resolve their billing issues. Perform insurance checks on clients and complete the steps necessary to get authorization for services. Follow up on unpaid claims by insurance companies to resolve outstanding issues. Understanding and following the CMS protocols in order to efficiently bill Medicare Part A. Knowledge of CMS rules and regulations, including OASIS coding and entry. Knowledge of ICD-10 coding.
- **Accounts Payable:** Processing and payment of business invoices and accounts. Handling all business accounts directly related to accounts payable. Documenting, tracking and creating history of all accounts payable transactions. Knowledge of business financials and assisting with audits once a year. Creating new or unique ways to save the business money.

**NOVEMBER 2014 – PRESENT**

**GUARDIAN AD LITEM, CASA OF NEW HAMPSHIRE**

- **Case Management:** Maintain a varied caseload of mixed population and circumstanced children, including but not limited to issues with poverty, domestic violence, sexual assault, drug addiction, deportation, legal trouble or incarceration, mental disabilities, physical disabilities, psychological disorders, and neglect
- **Advocacy:** Advocate in court for the best interest and needs of the children on the case, including but not limited to medical care, educational needs, safety needs, foster care concerns or needs, and permanency planning. Visiting with the children on each case a minimum of monthly in a variety of settings, or twice monthly for any child 12 years or older.
- **Court Presence:** Attend all court hearings from beginning to end of case, speak individually on behalf of the children on the case in the courtroom, advocate needs/ concerns/experiences of the children on the case in the courtroom

**EDUCATION**

**MAY 2019**

**M.A. CLINICAL MENTAL HEALTH COUNSELING, RIVIER UNIVERSITY**

GPA: 3.95

Affiliations: Psi Chi International Honor Society, American Psychological Association.

**MAY 2014**

**B.A. CHILD & ADOLESCENT PSYCHOLOGY, SOUTHERN NEW HAMPSHIRE UNIVERSITY**

GPA: 3.8

Affiliations: Psi Chi International Honor Society

**INTERNSHIP EXPERIENCE**

**JANUARY 2017 – MAY 2017**

**HOUSING INTAKE COORDINATOR, FAMILIES IN TRANSITION**

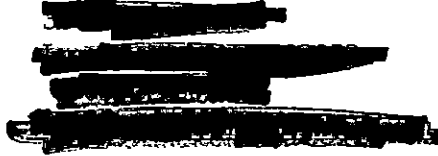
- **Intake Processes:** Work closely with the intake coordinator to observe, document and participate in the intake process of the homeless in the Manchester, Concord and Dover areas of NH. Gather the appropriate documentation needed to process and approve a file for the waitlist. Determine the proper

eligibility of the client in order to better address which services will benefit their current circumstances the most.

- **Documentation:** Meticulously track and document all communications with participants on the waitlist or in-process to ensure their file is as up-to-date as possible. Read and scan through medical documentation to pull out prominent diagnoses or disabilities that are relevant to the client's housing situation and eligibility for the program. Request medical files from a variety of sources including but not limited to mental health centers, hospitals, rehabilitation centers, and government agencies.

- **Community Relations:** Under the guidance of the intake coordinator, go into the community of Manchester homeless shelters to gather documentation for existing in-process files, perform new intakes, and educate those within the shelters about the services Families in Transition offers. Work closely with shelter and other government agency staff to work cooperatively together in order to best meet the needs of the client.

**Kathleen A. Byrne**



**OBJECTIVE**

Continue my life long goals in working in education to promote a positive learning environment that fosters student growth and provide therapeutic interventions to assist students in developing effective coping skills for life's challenges.

**EDUCATION**

Certification program for School Counseling, Rivier University May 2013

Master's in Special Education, Rivier College Sept 2005

Master's in Mental Health Counseling Southern NH University currently attending

**Internship: Alvirne High School 2012-2013**

- I conducted two sessions of Career Cruising with the sophomore English classes. This program is designed to help students explore various career options. I implemented classroom guidance lessons utilizing the book 7 Habits of Highly Effective Teens.
- Activities were geared towards helping students become more aware of developing more effective habits in school and in their home life. I met with students and provided therapeutic supports. I also assisted with crisis management for students on my case load and for the other counselors in the department.

**Special Education & 504:** Attended special education for students on my case load. Presented a student to the team who qualified for special services.

**Professional Development:** NHHEAF Workshop for Guidance Interns Nov.2012

NHHEAF Workshop College 101 February 2013 Teacher in Service Training Oct 2012

Teacher in service Training March 2013, Restraint and seclusion March 2106, 51A Training May 2016

**CPI Training January 2015**

**CPR Training January 2015**

**TCI Training June 2015/ March 2016**

**Common Core Training**



**WORK HISTORY**

**St. Ann's Home March 2016- Dec. 2016**

**Residential Counselor / Teacher June 2017-Present**

- Implement behavioral supports to adolescent girls; collaborate with therapists, school personnel and the judicial system to ensure students are meeting their goals. Provide direct instruction to students in a residential school setting, attend meetings, collaborate with therapists and residential personnel to ensure total wellness for the students served.

**Mt Prospect Academy Classroom teacher/Counselor**

**Dec. 2014- March 2016**

**Dec.2016- May 2017**

- I provided academic instruction and counseling for adolescent boys in a residential facility. I collaborated with the clinical staff, court advocates, judicial system and the sending public school districts to ensure these young men are successfully meeting their goals academically, socially and emotionally.

**Nashua School District**

**Behavioral Specialist**

**October 2015- March 2016**

- Implemented behavioral supports for students in K-5. Collaborated with team teachers to institute social skills groups, lunch bunches and co taught guidance and academic curriculum in the classroom setting.

**Windham School District**

**Instructional Assistant**

**October 2013- Nov. 2014**

- I assisted students at the middle school in implementing strategies to be successful learners. We also worked on social interactions and self-advocacy skills.

**Plus, Company Literacy Program**

**Rivier College, Nashua N.H.**

**Sept. 2003-April2004**

**Sept. 2010- April 2015**

- I taught five adults with developmental disabilities learn basic Reading and writing skills. I created lesson plans, which utilized graphic organizers to assist the students with planning their ideas. I utilized books on the Kindle to enhance reading skills. I implemented lesson plans that also focused on life skills such as time management and organization.

**Jaffrey Rindge Middle School**

**Aug. 2008 --June 2009**

**Special Educator/Learning Specialist**

**Jaffrey, New Hampshire**

- Special Education teacher and case manager for 6<sup>th</sup> grade students in the learning center. Creation and implementation of IEP's and taught pullout instruction in the areas of math, writing, and reading.

Newport Middle/High School  
Special Educator  
Newport, New Hampshire

Aug.2006- June2008

- Special Education teacher and case manager for multi-handicapped students grades 6-8. Creation and implementation of IEP, behavior and transition plans for special education students. Taught small group instruction to students in the multi-handicapped classroom. Created academic curriculum to meet the needs of these diverse learners

Academy of Learning and Technology  
Teaching Assistant. Nashua School District

October 2005-June 2006

- I provided reading and writing instruction for at risk students in an alternative educational setting. I implemented behavioral strategies and therapeutic supports for these students

Program Instructor 21<sup>st</sup> Century after School  
Mount Pleasant School, Nashua N.H.

Sept. 2003-August 2006

- I taught students to enhance their reading, writing and math
- Skills through group reading, math challenge games, and writing workshops. I have taught classes that focused on improving good nutrition and health. I worked at the 21<sup>st</sup> Century summer camp program held in July.

### COMMUNITY EXPERIENCES

- Volunteer at Southern Regional Medical Center.
- Walk-a-thon and Bowl for Kid's Sake for March of Dimes
- Salvation Army Christmas Drive, Kid's Café
- Nashua Soup Kitchen, Toys for Tots

Partners in Education with New Searles School taught reading to second graders

### PROFESSIONAL ASSOCIATIONS

NHSCA

NEA

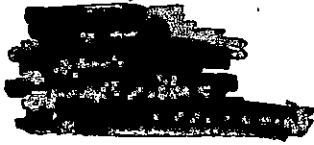
### References:

Dr. Carol Langelier, Director of Graduate Counseling and Psychology Programs,  
Rivier University [REDACTED]

Meghan Duschense, Director Roseland St. Home St. Ann's Home and School [REDACTED]  
Leni Hodgins, Director of Adult Education, PLUS Company, [REDACTED]  
[REDACTED]

Ziba Kolhs Shams Assistant Director Roseland St. Home St. Ann's Home and School [REDACTED]  
[REDACTED] cell

**Kimberly Gordon**



**License, Certifications, and Education**

Licensed Clinical Mental Health Counselor (LCMHC New Hampshire)

Licensed Mental Health Counselor (LMHC Massachusetts)

Passed MLADC Exam and licensing application is in process

Child and Adolescent Needs and Strengths (CANS) Certified

Masters Degree in Counseling Psychology, Massachusetts School of Professional Psychology, *June 2009*, Cumulative GPA 3.72

Bachelor Degree in Psychology, Merrimack College, *May 2006*, Member of Psi Chi National Honor Society in Psychology, Spring 2006

**Employment History**

**Keystone Hall Outpatient Services**

45 High Street Nashua NH 03060

Outpatient Clinician / Intake Clinician

- Provide individual substance abuse treatment to clients seeking services
- Complete Intake Evaluations and Level of Care Assessment to appropriately place incoming clients
- Manage clients referred to Keystone Hall for after care services from other providers within the community
- Case management services for an average caseload of 40-60 clients

**National Family Institute of Massachusetts (NFI-MA)**

76 Winter Street Haverhill MA

Senior Outpatient Clinician

- Provide outpatient therapy to a caseload of 20-30 adults and children treating both mental health and substance abuse
- Responsible for tracking client's session units and submitting authorizations to insurance providers, as well as other standard clinical paperwork

**Lahey Health Behavioral Services**

60 Merrimack Street Haverhill, MA

#### Outpatient Clinician

- Provided outpatient therapy to a case load of 20-25 adults on a weekly basis

#### **Child and Family Services of New Hampshire – Adolescent Substance Abuse Treatment Program**

99 Hanover Street, Manchester NH

#### Community and Office based Clinician

- Provided substance abuse treatment therapy for adolescents between the ages of 12-21 that were residents of Rockingham County in New Hampshire.
- Therapy sessions often included people considered to be professional and personal support for the client, such as family, friends, caregivers, JPPO, and/or coordinating therapists.
- Obtained research evidence and information for Chestnut Health Systems using their evidence based model of Adolescent Community Reinforcement Approach (ACRA).
- Facilitated a weekly “Continuing Care” treatment group that allowed clients who had previously completed 12 weeks of the Intensive Outpatient Program (IOP) group to continue with group therapy.

#### **Child and Family Services of New Hampshire -Early Supports and Services Program / Healthy Families Program**

9 Hampton Road, Exeter, NH

#### Community and office based Intern-Clinician

- Provided therapy to family members who had children receiving services through CFS.
- Mostly home based therapy was provided to young female mothers living with moderate to severe mental illness.
- Couples counseling was provided throughout the year to several clients and their spouses.
- Offices responsibilities included client evaluations, service coordination, extensive session notes, which in specific cases were provided for court documentation.
- New parenting techniques, gathered from outside training, and coping strategies were offered to all clients.

#### **Health and Education Services – Cornerstone Adult Day Treatment Program**

60 Merrimack Street Haverhill, Massachusetts

#### Case Manager/ Group Facilitator

- Assisted licensed clinician with caseload responsibilities throughout the year, such as writing intake evaluations, bimonthly reports, weekly group check-in meetings, and daily individual check-in meetings.
- Intake evaluations of potential clients including the one-to-one verbal interview as well as the follow up written report.
- Facilitated groups with foundations in Dialectical Behavioral Therapy (DBT), such as meditation, mindful walking, expressive art/music therapy, interpersonal skills, as well as groups specifically pertaining to the dual diagnosis population.
- Developed and lead a 16 week parenting group based on helping parents develop skills to maintain or build a stronger relationship with their child.

- Internship extended through the academic year and a hired position was offered for the summer.

**CONTRACTOR NAME**

Key Personnel

| Name               | Job Title        | Salary | % Paid from this Contract | Amount Paid from this Contract |
|--------------------|------------------|--------|---------------------------|--------------------------------|
| Katherine Lavoie   | Case Manager     | 47,000 | 85%                       | 39,950                         |
| Eileen Fiori       | Clinician        | 32,448 | 85%                       | 27,580                         |
| Kathleen Byrne     | Clinician        | 35,880 | 85%                       | 30,498                         |
| Kimberly Gordon    | Program Manager  | 65,000 | 10%                       | 6,500                          |
| Tina Gallant       | Case Manager     | 35,360 | 85%                       | 30,056                         |
| Mary Beth LaValley | VP of Operations | 98,700 | 5%                        | 4,935                          |



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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
***DIVISION OF FAMILY ASSISTANCE***

Jeffrey A. Meyers  
Commissioner

Terry R. Smith  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9474 1-800-852-3345 Ext. 9474  
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 6, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to amend **sole source** agreements with the vendors listed below, for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless in Strafford County, by increasing the price limitation by \$1,481,326 from \$1,481,326 to \$2,962,652 effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later, through June 30, 2018. These agreements were originally approved by the Governor and Executive Council on August 3, 2016 (Late Item A), September 7, 2016 (Item#9), and September 21, 2016 (Item#11) and were subsequently amended on April 19, 2017 (Item#5A). 100% Federal Funds.

| Vendor Name                          | Address                                       | Vendor #    | Current Budget     | Increase/ (Decrease) | New Budget         |
|--------------------------------------|---|-------------|--------------------|----------------------|--------------------|
| Greater Nashua Council on Alcoholism | 615 Amherst St.<br>Nashua, NH 03063           | 166574-B001 | \$500,000          | \$500,000            | \$1,000,000        |
| Hope on Haven Hill, Inc.             | 326 Rochester Hill Rd.<br>Rochester, NH 03867 | 275119-B001 | \$482,119          | \$482,119            | \$964,238          |
| Families in Transition               | 122 Market St.<br>Manchester, NH 03101        | 157730-B001 | \$499,207          | \$499,207            | \$998,414          |
| <b>Total:</b>                        |   |             | <b>\$1,481,326</b> | <b>\$1,481,326</b>   | <b>\$2,962,652</b> |

Funds are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

in residence. The program being funded by this contract is uniquely aligned with the purposes of the TANF program and addresses an urgent need within our community. The vendors are providing services that assist families with reducing and removing barriers that are preventing them from fully participating in the workforce and in the larger community. The services support families in ending their dependence on public assistance, and securing their ability to provide for their families, while addressing participants' substance use disorders.

The vendors are providing on-site case management, intensive group and individual counseling, and counseling for co-occurring mental health illnesses. Residential treatment will be based on American Society of Addiction Medicine (ASAM) criteria of Six Dimensions of Multidimensional Assessment to create a holistic biopsychosocial assessment of an individual that will be used for service planning and treatment across all services and levels of care. All services are designed to allow children to remain in the mother's care. Services may include, but are not limited to:

- Communication classes
- Anger management classes
- Coping skills
- Childbirth education classes
- Nurturing parenting classes
- Lactation services
- Therapeutic play
- Mindfulness, Spirituality and Life Coaching services

The Department is satisfied with the services provided by these vendors. The original agreements call for the provision of these services for one (1) year, with the option to renew for up to two (2) additional years, based upon continued availability of funding, satisfactory vendor performance, and approval of the Governor and Executive Council. The previous amendment renewed the contract for one (1) year, leaving one (1) additional year of renewal.

As stated in Exhibit A, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children not receive the substance use disorder treatment services they need.

Area Served: Statewide

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF





**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders Contract**

This 2nd Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as "Amendment #2") dated this May 10th of 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 615 Amherst Street, Nashua, NH 03063.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 7, 2016 (Item#9) and amended by an agreement approved by the Governor and Executive Council on April 19, 2017 (Item#5A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties and approval of the Governor and Executive council; and

WHEREAS, the parties agree to increase the price limitation without extending the completion date of the contract; and

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

1. Amend Form P-37, Block 1.8, to increase Price Limitation by \$500,000 from \$500,000 to read: \$1,000,000



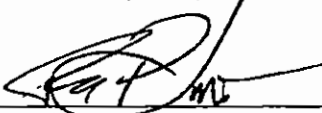
New Hampshire Department of Health and Human Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/7/17  
Date

  
Terry Smith  
Director

Contractor Name: Greater Nashua Council on Alcoholism


5/31/17  
Date

  
Name: Peter Kelleher  
Title: President and CEO

Acknowledgement:  
State of New Hampshire, County of Hillsborough on 5/31/17,  
before the undersigned officer, personally appeared the person identified 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.

Signature of Notary Public or Justice of the Peace

**WILLIAM C. MARTIN**  
Justice of the Peace - New Hampshire  
My Commission Expires November 4, 2020

  
Name and Title of Notary or Justice of the Peace

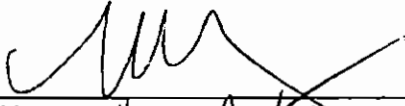
New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 6/8/17

  
Name: Myra A. Kelly  
Title: Asst. Atty. Gen.

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

5A mac



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
DIVISION OF FAMILY ASSISTANCE

Jeffrey A. Meyers  
Commissioner

Terry R. Smith  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9474 1-800-852-3345 Ext. 9474  
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 23, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to exercise a no-cost renewal option for sole source agreements with the vendors listed below, for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless in Strafford County, effective upon Governor and Executive Council approval from July 1, 2017 through June 30, 2018. This is a no-cost amendment. These agreements were originally approved by the Governor and Executive Council on August 3, 2016 (Late Item A), September 7, 2016 (Item #9), and September 21, 2016 (Item #11). 100% Federal Funds.

| Vendor Name                          | Address                                       | Vendor #    | Current Budget     |
|--------------------------------------|---|-------------|--------------------|
| Greater Nashua Council on Alcoholism | 615 Amherst St.<br>Nashua, NH 03063           | 166574-B001 | \$500,000          |
| Hope on Haven Hill, Inc.             | 326 Rochester Hill Rd.<br>Rochester, NH 03867 | 275119-B001 | \$482,119          |
| Families in Transition               | 122 Market St.<br>Manchester, NH 03101        | 157730-B001 | \$499,207          |
| <b>Total:</b>                        |   |             | <b>\$1,481,326</b> |

Funds to support this request are available in the following account for State Fiscal Year 2017.

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE  
TO NEEDY FAMILIES

| State Fiscal Year | Class      | Title                 | Activity Code | Amount             |
|-------------------|------------|-----------------------|---------------|--------------------|
| 2017              | 502-500891 | Payments to Providers | 45057500      | \$1,481,326        |
| <b>Total:</b>     |            |                       |               | <b>\$1,481,326</b> |

**EXPLANATION**

The purpose for this request is renew services for an additional year at no additional cost in order to provide substance use disorder treatment services; residential and/or supportive housing; and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless. The original agreements were sole source because these vendors have been

Executive Council. This amendment shall renew the contract for one (1) year, leaving one (1) additional year of renewal.

As stated in Exhibit A, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children not receive the substance use disorder treatment services they need.

Area Served: Statewide

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF

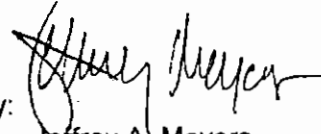
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders Contract**

This 1st Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as “Amendment #1”) dated this February 15th of 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the “State” or “Department”) and Greater Nashua Council on Alcoholism (hereinafter referred to as “the Contractor”), a nonprofit company with a place of business at 615 Amherst Street, Nashua, NH 03063.

WHEREAS, pursuant to an agreement (the “Contract”) approved by the Governor and Executive Council on September 7, 2016 (#9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Paragraph 3, the State may at its sole discretion, renew the contract by written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement without an increase in the price limitation; and

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

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
3. Amend Form P-37, Block 1.10 to read 603-271-9246.
4. Amend Exhibit A to add the following line to Exhibit A, Scope of Services, in Section 1, Provisions Applicable to All Services:
  - 1.11 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.



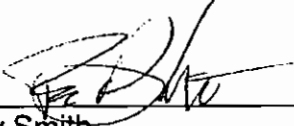
**New Hampshire Department of Health and Human Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

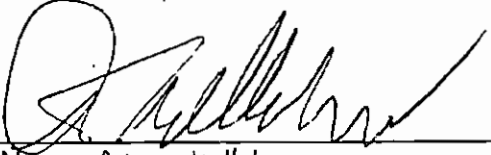
State of New Hampshire  
Department of Health and Human Services

MARCH 9, 2017  
Date

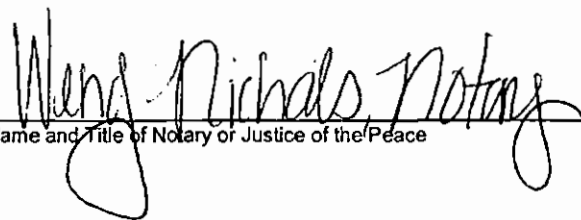
  
\_\_\_\_\_  
Terry Smith  
Director

Contractor Name: Greater Nashua Council on Alcoholism

2/22/17  
Date

  
\_\_\_\_\_  
Name: Peter Kelloher  
Title: President & CEO

Acknowledgement:  
State of NH, County of Hillsborough on 2/22/17,  
before the undersigned officer, personally appeared the person identified 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.  
Signature of Notary Public or Justice of the Peace

  
\_\_\_\_\_  
Name and Title of Notary or Justice of the Peace



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



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

OFFICE OF THE ATTORNEY GENERAL

4/3/17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Megan A. [Signature]  
Title: Attorney [Signature]

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





Jeffrey A. Meyers  
Commissioner

Terry R. Smith  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
***DIVISION OF FAMILY ASSISTANCE***

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9474 1-800-852-3345 Ext. 9474  
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 5, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into a **sole source** agreement with Greater Nashua Council on Alcoholism (Vendor #166574-B001), 615 Amherst Street, Nashua, NH 03063 for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless in Strafford County in an amount not to exceed \$500,000, effective upon Governor and Executive Council through June 30, 2017. 100% Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2017.

**05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE TO NEEDY FAMILIES**

| State Fiscal Year | Class      | Title                 | Activity Code | Amount           |
|-------------------|------------|-----------------------|---------------|------------------|
| 2017              | 502-500891 | Payments to Providers | 45057500      | \$500,000        |
|                   |            |                       | <b>Total:</b> | <b>\$500,000</b> |

**EXPLANATION**

This agreement is **sole source** because this vendor is one (1) of three (3) vendors, statewide, that has been identified as having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing the child(ren) to remain in the mother's care. The Department will request Governor and Executive Council approval of the other agreement once received from the vendor.

The purpose for this request is to provide substance use disorder treatment services; residential and/or supportive housing; and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless.

9  
MAC

The Department has substantial data that indicates a growing need for residential and/or supportive housing services for pregnant and/or parenting women who have substance use disorders and who are currently homeless or at risk of becoming homeless. Women with substance use disorders who have a child may need low or high intensity residential treatment. However, these women may not seek assistance due to their fear of being separated from their children.

Utilization patterns and research have shown that women needing housing may not be found eligible for more traditional rapid rehousing services due to substance use disorders. Additionally, women with children who are struggling with substance use disorder issues are less likely to seek help due to individual concerns that an admission to needing help could result in separation from their children.

TANF funds were transferred in the 2017 budget to address the addiction crisis currently facing the State. The Greater Nashua Council on Alcoholism allows mothers to remain with their children while they seek treatment for substance use disorders through the Cynthia Day program. The first statutory purpose of the TANF program is to provide a safety net for children so they can continue to be cared for by their own family. The second statutory purpose of the TANF program is to promote the independence of needy families through work, and education. The Greater Nashua Council on Alcoholism will address those needs of the adults in their care while assuring appropriate care for the children in residence. The program being funded by this contract is uniquely aligned with the purposes of the TANF program and addresses an urgent need within the community. The vendor will provide services that assist families with reducing and removing barriers that are preventing them from fully participating in the workforce and in the larger community. The services will support families in ending their dependence on public assistance, and securing their ability to provide for their families, while addressing participants' substance use disorders.

This agreement includes language in Exhibit C-1, Revisions to Standard Provisions, Paragraph 3, that reserves the Department option to renew services for up to two additional years subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

The vendor will provide on-site case management, intensive group and individual counseling and counseling for co-occurring mental health illnesses. Residential treatment will be based on ASAM criteria of Six Dimensions of Multidimensional Assessment to create a holistic biopsychosocial assessment of an individual that will be used for service planning and treatment across all services and levels of care. Services may include, but are not limited to:

- Communication classes
- Anger management classes
- Coping skills
- Childbirth education classes
- Nurturing parenting classes
- Lactation services
- Therapeutic play
- Mindfulness, Spirituality and Life Coaching services

All services are designed to allow children to remain in the mother's care. This vendor is a newly established 24-hour Residential Recovery Facility that specializes in services for

pregnant women with substance use disorders, their children up to age five (5) and their newborns for up to one year postpartum.


Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children not receive the substance use disorder treatment services they need.

Area Served: Statewide

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

Subject: OPEN DOORS Homelessness Prevention & Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders (SS-2017-DFA-01-Open-01)

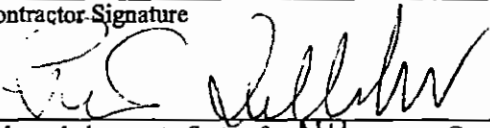
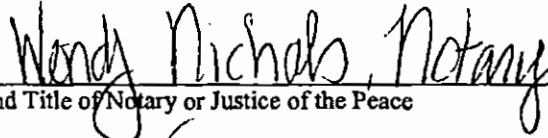

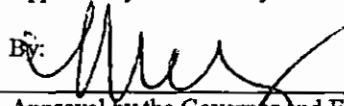
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

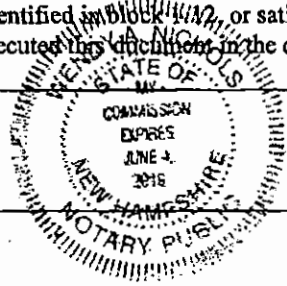
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|   |  |  |                                   |
|---|--|--|-----------------------------------|
| 1.1 State Agency Name<br>Department of Health and Human Services  |  | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857          |                                   |
| 1.3 Contractor Name<br>Greater Nashua Council on Alcoholism.  |  | 1.4 Contractor Address<br>615 Amherst Street<br>Nashua, NH 03063                   |                                   |
| 1.5 Contractor Phone Number<br>(603) 305-6586   | 1.6 Account Number<br>05-95-45-450010-6146 | 1.7 Completion Date<br>June 30, 2017   | 1.8 Price Limitation<br>\$500,000 |
| 1.9 Contracting Officer for State Agency<br>Eric D. Borrin, Director  |  | 1.10 State Agency Telephone Number<br>603-271-9558                                 |                                   |
| 1.11 Contractor Signature<br>  |  | 1.12 Name and Title of Contractor Signatory<br>Peter Kelleher<br>President and CEO |                                   |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u><br>On <u>July 29, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.11, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |  |  |                                   |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br>[Seal]    |  |  |                                   |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>Wendy Nichols, Notary  |  |  |                                   |
| 1.14 State Agency Signature<br>  |  | 1.15 Name and Title of State Agency Signatory<br>Terry Smith, Director DFA         |                                   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Date: <u>8/3/16</u> Director, On: _____  |  |  |                                   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: <u>8/19/16</u>   |  |  |                                   |
| 1.18 Approval by the Governor and Executive Council, (if applicable)<br>By: _____ On: _____   |  |  |                                   |



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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials

Date

*JK*  
7/29/16

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

Date

*PK*  
1/29/16



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor shall ensure appropriate use of funds consistent with the Federally mandated purposes of the TANF program pursuant to 45 CFR 260.20, which may include:
  - 1.2.1. Food, clothing, shelter (rent assistance), utilities, household goods, personal care items, for up to four months for an individual family;
  - 1.2.2. Child care and transportation for up to four months for an individual family unless the parent is employed in which case services can be extended;
  - 1.2.3. Services such as substance use disorder treatment, counseling, case management, peer support, job retention and job advancement, including training and education, and other employment-related services that do not provide basic income support;
  - 1.2.4. Non-medical services not covered by Medicaid or private health insurance.
- 1.3. The Contractor shall provide Substance Use Disorder (SUD) treatment as well as either residential housing, supportive housing, and/or housing stabilization services including wraparound services to TANF eligible pregnant and/or parenting women who:
  - 1.3.1. Are experiencing substance use disorders;
  - 1.3.2. Have income at or below the 185% Federal Poverty Level; and
  - 1.3.3. Are homeless, or at risk of becoming homeless.
- 1.4. The Contractor shall keep record of participant eligibility determination, as specified in Section 1.3.
- 1.5. The Contractor shall expand current services, provide new beds, or increase services that are currently available. Funds for this project cannot supplant services currently available.
- 1.6. The Contractor shall be or become a New Hampshire Medicaid provider.
- 1.7. The Contractor shall work, in partnership, with DHHS, specifically DFA, to review/assist with program processes, service provision, and overall program outcomes. Contractor shall work in collaboration with DFA to ensure desired program benchmarks are achieved timely.
- 1.8. The Contractor shall comply with all relevant state and federal laws which include, but are not limited to:



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- 1.8.1. Requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects.
- 1.8.2. Informing and receiving the Department's approval prior to initiating any research involving the subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
- 1.9. The Contractor shall comply with the Department's Sentinel Event Reporting.
- 1.10. The Contractor shall use the Web Information Technology System or comparable system to record all encounter notes, including, but not limited to, client activity and client contact within three (3) days following the activity or contact. The Contract shall:
  - 1.10.1. Ensure all client activity or contact includes, but is not limited to:
    - 1.10.1.1. Screening
    - 1.10.1.2. Feed determination
    - 1.10.1.3. Admission
    - 1.10.1.4. Billing
    - 1.10.1.5. Disenrollment
    - 1.10.1.6. Discharge Data
  - 1.10.2. Ensure all encounter notes track the client's progress with specific treatment goals and include clinical content of the sessions.

**2. Scope of Services**

- 2.1. The Contractor shall ensure TANF eligible pregnant and/or parenting women have access to services that include, but are not limited to:
  - 2.1.1. Substance Use Disorder (SUD) Residential Treatment Services.
  - 2.1.2. Outpatient SUD Treatment with Supportive Housing Services, as available.
  - 2.1.3. Outpatient SUD Treatment with Housing Stabilization Services.
  - 2.1.4. Clinical staff to oversee treatment.
  - 2.1.5. Access to on- and/or off-site age developmentally appropriate childcare.
  - 2.1.6. Transportation services to and from non-medical services.
  - 2.1.7. Wraparound services.
  - 2.1.8. Case management services.
- 2.2. The Contractor shall ensure pregnant and/or parenting women have seamless access to services that will assist with reducing and removing barriers that are preventing full participation in the workforce and in the larger community.
- 2.3. The Contractor shall ensure services support a Continuum of Care that includes wraparound services that support pregnant and parenting women in working to end their dependence on public assistance; secure pregnant and parenting women's

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- ability to provide for their families; and address pregnant and parenting women's substance use disorders.
- 2.4. The Contractor shall conduct outreach activities that publicize vendor services available to the population being served, which may include but are not limited to:
- 2.4.1. Street outreach programs.
  - 2.4.2. Ongoing public service announcements (radio/television).
  - 2.4.3. Regular advertisements in local/regional print media.
  - 2.4.4. Posters placed in targeted areas.
  - 2.4.5. Frequent notification of availability of such SUD treatment and residential services for pregnant and parenting women and their children) distributed to the network of:
    - 2.4.5.1. Community based organizations.
    - 2.4.5.2. Health care providers.
    - 2.4.5.3. Social service agencies.
    - 2.4.5.4. Ethnic community based organizations.
- 2.5. The Contractor shall provide services according to evidence based models and/or best practices, including Trauma Informed Care, with the ability to monitor case management services, which shall include but is not limited to:
- 2.5.1. Initial intakes.
  - 2.5.2. Clinical evaluations to determine the clients Substance Use Disorder diagnoses based off the Diagnostic and Statistical Manual of Mental Disorders (DMS -5). A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction->
- 2.6. The Contractor shall ensure clients have access to and receive the appropriate ASAM levels of care and services according to their needs based upon the completed clinical evaluation. Counseling-Competencies/SMA15-4171. This may include, but is not limited to:
- 2.6.1. In-house, on-site, overnight substance used disorder (SUD) residential treatment services in a facility licensed as a residential treatment facility pursuant to Administrative Rule He-P 807.
  - 2.6.2. Outpatient SUD Treatment Services with Supportive Housing for up to four (4) months, on or off site with the ability to provide onsite substance use disorder treatment services. Supportive housing, may include, but is not limited to, apartments within an apartment complex, group housing, or shared housing. Funding for Supportive Housing services shall be limited to 4 months based off the TANF regulations around non assistance categories.
  - 2.6.3. Outpatient SUD Treatment Services with Housing Stabilization Services that allow clients to remain in their homes while receiving scheduled onsite SUD treatment services.

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- 2.7. The Contractor shall ensure the basic needs of pregnant and parenting women receiving services and the basic needs of her child(ren) are met within the first 24 hours of receiving services, on an on-going basis while receiving services and after being discharged from services, which include, but are not limited to:
- 2.7.1. Housing.
  - 2.7.2. Food.
  - 2.7.3. Clothing.
  - 2.7.4. Diapers.
  - 2.7.5. Recovery Support Services
- 2.8. The Contractor shall admit both women and their children into treatment services, as appropriate, allowing the child(ren) to remain in the mother's care. The Contractor shall ensure:
- 2.8.1. Safe Sleep environments for infants aimed at reducing the risk of Sudden Unexpected Infant Death syndrome, including Sudden Infant Death Syndrome (SIDS).
  - 2.8.2. Written policies are developed that describe the practices to be used to promote Safe Sleep, in accordance with recommendations for the American Academy of Pediatrics (AAP) when infants are napping or sleeping. For detailed information on safe sleep refer to <http://cfoc.nrckids.org/StandardView/3.1.4.1> and <http://pediatrics.aappublications.org/content/pediatrics/128/5/e1341.full.pdf>.
  - 2.8.3. Developmentally appropriate childcare is available to for children, either through on-site care or through arrangements with an off-site licensed childcare provider. It is not expected that the on-site facility be licensed but should follow NAEYC guidelines in regards to developmentally appropriate childcare.
  - 2.8.4. Supports for before and after school care are available for school age children.
  - 2.8.5. Arrangements are in place that allows children to continue attending school.
- 2.9. The Contractor shall provide interim services when no appropriate services are immediately available while managing a waiting list. The Contractor shall:
- 2.9.1. Provide or refer to interim services until the appropriate level of care becomes available, at either a contract agency or an alternative provider. These services shall include, but are not limited to:
    - 2.9.1.1. At least one 60 minute individual or group outpatient session provided or offered per week;
    - 2.9.1.2. Recovery support services, as needed by the client;
    - 2.9.1.3. Individual and/or group counseling provided or offered on the effects of alcohol and other substance use of abuse effects on the fetus for pregnant woman.

*[Handwritten Signature]*  
Date 7/29/16

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- 2.9.1.4. Daily calls to the client if an emergent need arises to assess and respond.
  - 2.9.2. Provide counseling and education about HIV and Tuberculosis (TB), which shall include, but not be limited to:
    - 2.9.2.1. The risks of needle sharing.
    - 2.9.2.2. The risks of transmission to sexual partners and infants.
    - 2.9.2.3. Steps that can be taken to ensure that HIV, HepC and TB transmission does not occur.
    - 2.9.2.4. Referral to HIV, HepC or TB treatment services, if necessary.
    - 2.9.2.5. Referrals for prenatal care for pregnant women.
  - 2.9.3. Establish a waiting list that includes, but is not limited to:
    - 2.9.3.1. A unique patient identifier.
    - 2.9.3.2. Dates of requests for admission to treatment.
    - 2.9.3.3. Provision of interim services and sources of those services.
    - 2.9.3.4. Referrals made for treatment or interim services.
    - 2.9.3.5. Disposition of clients on the waiting list.
  - 2.10. The Contractor shall offer tobacco cessation tools and education to all clients receiving services. The Contractor shall:
    - 2.10.1. Assess clients for motivation in stopping the use of tobacco products;
    - 2.10.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
    - 2.10.3. Ensure tobacco use, in and of itself, is not used as grounds for discharging clients from services being provided under this contract.
  - 2.11. The Contractor shall develop substance use disorder treatment plans for all clients based on clinical evaluation data and must address all ASAM (2013) domains. The Contractor shall:
    - 2.11.1. Update the treatment plans based on any changes in ASAM domain no less frequently than every four (4) sessions or every four (4) weeks, whichever is less frequent.
    - 2.11.2. Ensure treatment plan goals, objectives and interventions are written in terms that are specific, measurable, attainable, realistic and timely
    - 2.11.3. Ensure treatment plans include medication assisted treatment, when appropriate.
  - 2.12. The Contractor shall ensure treatment plans include but are not limited to:
    - 2.12.1. A plan for permanent housing and recovery services.

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- 2.12.2. Sufficient case management services, which shall include but is not limited to, linking women with community services within the area in which she will be permanently housed after receiving treatment services.
  - 2.12.3. Transportation services to ensure that the women and their children have access to the treatment plan-specific services.
  - 2.12.4. Permanent housing and recovery services, which may include but are not limited to:
    - 2.12.4.1. Assistance with enrollment in Medicaid, the New Hampshire Health Protection Program, or other private insurance.
    - 2.12.4.2. Anger management classes.
    - 2.12.4.3. Financial management classes.
    - 2.12.4.4. Communication skills classes.
    - 2.12.4.5. Spiritual support.
    - 2.12.4.6. Health management, including stress management.
    - 2.12.4.7. Organization and time management classes.
    - 2.12.4.8. Parenting skills classes.
    - 2.12.4.9. Plan to transition clients to the community once discharged.
  - 2.13. The Contractor shall provide case management services with fidelity to the TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<http://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and the ASAM guidelines (<http://www.asam.org/publications/the-asam-criteria/about>), which include, but are not limited to:
    - 2.13.1. Life skills coaching.
    - 2.13.2. Employment services.
    - 2.13.3. Referral to community resources.
    - 2.13.4. Housing stability planning and support.
    - 2.13.5. Peer to peer counseling
    - 2.13.6. Individual or group substance use services delivered by providers working within their scope of practice.
    - 2.13.7. Non clinical services such as, but not limited to, job search, financial management, skills development, and paraprofessional counseling services for client and their families.
  - 2.14. The Contractor shall provide staffing to fulfill the roles and responsibilities that support activities of this project, which shall include medical and behavioral health services that are delivered by providers operating within their scope of practice in accordance with Chapter He-P 800 Residential Care and Health Facility Rules, Part He-P 807 Rules for Residential Treatment and Rehabilitation. These should include, but are not limited to:

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- 2.14.1. One (1) Masters Licensed Alcohol and Drug Counselor (MLADC) or Board of Mental Health Licensed Clinician.
  - 2.14.2. One (1) MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two (2) unlicensed counselors providing clinical services.
  - 2.14.3. A sufficient number of MLADCs and/or LADCs with Licensed Clinical Supervisor (LCS) credential to adequately provide for staff clinical supervision.
  - 2.14.4. One (1) Certified Recovery Support Worker (CRSW) for every 50 clients. All unlicensed staff providing clinical or recovery support services must attain certification as CRSWs within six (6) months of hire.
  - 2.14.5. One (1) half-time advanced registered nurse practitioner (ARNP) through staffing or referral.
  - 2.14.6. One (1) full-time individual with experience in child social emotional development.
  - 2.14.7. One (1) director/executive director.
  - 2.15. The Contractor shall coordinate with a Department of Public Health Public Health Epidemiologist in order to collect data, complete surveillance, and complete evaluation of social determinants of health and other public health and community health indicators.
  - 2.16. The Contractor shall provide annual training to clinical staff on HCV/HIV/TB & STDs. The Contractor shall:
    - 2.16.1. Ensure in-service training is available to staff; or
    - 2.16.2. Ensure staff attend an offsite training as approved by the Department; and
    - 2.16.3. Provide a list of staff that attended and completed the trainings.
  - 2.17. The Contractor shall prioritize clients being served & ensure the safety of clients by:
    - 2.17.1. Assessing all clients for risk of self-harm at all phases of treatment as well as at discharge based on policies and process approved by the Department within 30 days from the contract effective date.
    - 2.17.2. Ensuring appropriate staffing levels and continuity of care is maintained in a state of an emergency.
    - 2.17.3. Creating safety and emergency procedures within 3 months of the contract effective date on the following:
      - 2.17.3.1. Medical emergencies
      - 2.17.3.2. Infection control and universal precautions, including use of protective clothing and devices
      - 2.17.3.3. Reporting employee injuries
      - 2.17.3.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures
      - 2.17.3.5. Emergency closings.

*pk*  
7/29/16

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- 2.17.4. Ensuring alternative housing is available for all clients and their children.
  - 2.17.5. Ensuring all staff receive training for emergency and disaster situations through continuous staff development that includes, but is not limited to:
    - 2.17.5.1. Adult and infant CPR. (Spell out the CPR acronym)
    - 2.17.5.2. Use of Naloxone.
    - 2.17.5.3. Fire and safety policies and procedures.
    - 2.17.5.4. Universal precautions.
  - 2.18. The Contractor shall ensure substance use disorder treatment services in this agreement continue beyond the contract end date. The Contractor shall:
    - 2.18.1. Provide detailed plan for how services can be funded sustainably at the termination of the contract period.
    - 2.18.2. Immediately begin seeking approval to conduct third party billing for any eligible services.
    - 2.18.3. Seek alternate sources of funding for non-billable services from sources the contractor may identify.
    - 2.18.4. Continue to maintain and provide services the contractor already has in place for the population at need.
  - 2.19. The Contractor shall ensure Individual Service Plans (ISPs) are developed for all program participants and include a housing stability plan. The Contractor shall ensure all clients are assessed for referral to internal program and/or community partners to receive services that may include but are not limited to:
    - 2.19.1. Housing assistance.
    - 2.19.2. Supportive services.
    - 2.19.3. Child care.
    - 2.19.4. Family reunification assistance.
    - 2.19.5. Primary and behavioral health care.
    - 2.19.6. Education and employment training/ support.
  - 2.20. The Contractor shall provide a written corrective action plan to the Department for review and approval no later than 10 days from receiving notice of noncompliance from the Department, if the Contractor is found out of compliance with any portion of this agreement including, but not limited to, reporting requirements and/or time frames specified in the contract.
  - 2.21. The Contractor shall continue conducting activities specified in the corrective action plan described in Section 2.14, as monitored by the Department, until such time the Contractor comes into compliance with contract requirements.

**3. Reporting**

- 3.1. The Contractor shall provide monthly reports that include, but are not limited to:
  - 3.1.1. Year-to-date data on a Department-provided form.

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- 3.1.2. Brief narrative identifying barriers experienced when providing services in the previous month.
- 3.1.3. Plan to address barriers identified in Section 3.1.2 during the following month.

**4. Benchmarks**

- 4.1. The Contractor shall ensure 100% of services in this contract are operational no later than 6 months after the contract effective date.
- 4.2. The Contractor shall ensure 95% of the individuals on the waiting list described in Section 2.4.3 are reached or attempted to be contacted at least one time per week.
- 4.3. The Contractor shall ensure that 100% of program participants, including children, create an Individual Service Plan (ISP), as described in Section 2.17 that includes a housing stability plan. The following may also be part of the ISP:

**5. Deliverables**

- 5.1. The Contractor shall provide a service implementation plan to ensure 100% of the services identified in this contract are available to a minimum of 30 women and their children in the Greater Nashua, NH region.
- 5.2. The Contractor shall provide copies of all media used for outreach activities to the Department for approval no later than 30 days from the contract effective date.
- 5.3. The Contractor shall provide written polices described in Section 2.8.2, 2.15.1 and 2.15.5 to the Department no later than 60 days from the contract effective date.
- 5.4. The Contractor shall provide a copy of the waiting list described in Section 2.4.3 to the Department once every two (2) months.
- 5.5. The Contractor shall provide safety and emergency procedures in Section 2.15.5 to the Department no later than 30 days from the contract effective date.
- 5.6. The Contractor shall provide sample staff development curriculum used in trainings described in Section 2.15.5 to the Department no later than 30 days after the contract effective date.
- 5.7. The Contractor shall provide the sustainability plan described in Section 2.16.1 to the Department no later than December 30, 2016.





## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in accordance with the budget in Exhibit B-1, Budget for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with federal funds. Department access to federal funding is dependent upon requirements of the Catalog of Federal and Domestic Assistance (CFDA) # 93.558 with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.558, U.S. Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families Program.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 3.2. The invoice must be submitted by mail or e-mail to:  
Financial Manager-Division of Family Assistance  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
4. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*[Handwritten Signature]*  
1/29/16

Exhibit B-1, Budget

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

Bidder/Program Name: Greater Nashua Council on Alcoholism

Budget Request for: OPEN DOORS Homelessness Prevention & Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders (SS-2017-DFA-01-Opnd-01)

Budget Period: July 1, 2016 through June 30, 2017

|   |                |               |                |          |          |          |                |               |                |
|---|----------------|---------------|----------------|----------|----------|----------|----------------|---------------|----------------|
| 1. Total Salary/Wages                   | 172,760        | 17,276        | 190,036        | -        | -        | -        | 172,760        | 17,276        | 190,036        |
| 2. Employee Benefits                    | 43,190         | 4,319         | 47,509         | -        | -        | -        | 43,190         | 4,319         | 47,509         |
| 3. Consultants                          | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| 4. Equipment:                           | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| Rental                                  | 1,500          | 150           | 1,650          | -        | -        | -        | 1,500          | 150           | 1,650          |
| Repair and Maintenance                  | 1,200          | 120           | 1,320          | -        | -        | -        | 1,200          | 120           | 1,320          |
| Purchase/Depreciation                   | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| 5. Supplies:                            | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| Educational                             | 899            | 90            | 989            | -        | -        | -        | 899            | 90            | 989            |
| Lab                                     | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| Pharmacy                                | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| Medical                                 | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| Office                                  | 7,200          | 720           | 7,920          | -        | -        | -        | 7,200          | 720           | 7,920          |
| 6. Travel                               | 10,078         | 1,008         | 11,084         | -        | -        | -        | 10,078         | 1,008         | 11,084         |
| 7. Occupancy                            | 103,320        | 10,332        | 113,652        | -        | -        | -        | 103,320        | 10,332        | 113,652        |
| 8. Current Expenses                     | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| Telephone                               | 6,000          | 600           | 6,600          | -        | -        | -        | 6,000          | 600           | 6,600          |
| Postage                                 | 1,200          | 120           | 1,320          | -        | -        | -        | 1,200          | 120           | 1,320          |
| Subscriptions                           | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| Audit and Legal                         | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| Insurance                               | 3,600          | 360           | 3,960          | -        | -        | -        | 3,600          | 360           | 3,960          |
| Board Expenses                          | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| 9. Software                             | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| 10. Marketing/Communications            | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| 11. Staff Education and Training        | 3,600          | 360           | 3,960          | -        | -        | -        | 3,600          | 360           | 3,960          |
| 12. Subcontracts/Agreements             | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| 13. Other (specific details mandatory): | -              | -             | -              | -        | -        | -        | -              | -             | -              |
| Client Assistance                       | 36,000         | 3,600         | 39,600         | -        | -        | -        | 36,000         | 3,600         | 39,600         |
| Child Care Cost                         | 52,000         | 5,200         | 57,200         | -        | -        | -        | 52,000         | 5,200         | 57,200         |
| Client Transportation                   | 12,000         | 1,200         | 13,200         | -        | -        | -        | 12,000         | 1,200         | 13,200         |
| <b>TOTAL</b>                            | <b>454,545</b> | <b>45,455</b> | <b>500,000</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>454,545</b> | <b>45,455</b> | <b>500,000</b> |

Indirect As A Percent of Direct

10%



**SPECIAL PROVISIONS**

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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

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

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

7/29/16  
Date

Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Keller  
Title: President and CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Greater Nashua Council on Alcoholism*

Name: *Peter Kelleher*  
Title: *President and CEO*

7/29/16  
Date



**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 (f)(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.

7/29/16  
Date

Contractor Name: *Greater Nashua Council on Alcoholism*

Name: *Peter Kelleher*  
Title: *President and CEO*

*PK*  
7/29/16



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

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

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

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

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

Exhibit G

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

Contractor Initials

Date

1/29/16

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.

7/29/16  
Date

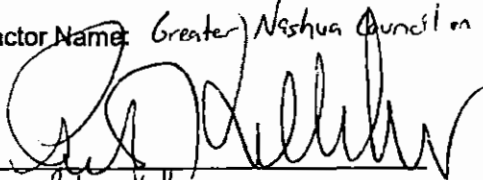
Contractor Name: Greater Nashua Council on Alcoholism  
  
Name: Peter Keller  
Title: President and CEO

Exhibit G

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

Contractor Initials PK  
Date 7/29/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Koller  
Title: President and CEO

7/29/16  
Date

Contractor Initials PK  
Date 7/29/16





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

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Exhibit I

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

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

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

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1/29/16



Exhibit I

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

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

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

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

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

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



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

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Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Greater Nashua Council on Alcoholism  
Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

PC  
7/29/16



**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.

7/29/16  
Date

Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Kelleher  
Title: President and CEO



**FORM A**

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

1. The DUNS number for your entity is: 60-201-8707
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: _____ |

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7/29/16





**New Hampshire Department of Health and Human Services  
OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders**

This 3rd Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as "Amendment #3") dated this 19th of April 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Hope on Haven Hill, Inc. (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 326 Rochester Hill Road Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 3, 2016 (Late Item #A) as amended on April 19, 2017 (Item #5A) and June 21, 2017 (Item #20A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Paragraph 3, the State modify the scope of work and the payment schedule of the contract and renew contract services for up to two (2) additional years, upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the contract completion date and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.5, Contractor Phone Number, to read:  
603-841-5353.
2. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2019.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,464,238
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
6. Add Exhibit A, Scope of Services, Section 2, Subsection 2.11, Paragraph 2.11.4, to read:



**New Hampshire Department of Health and Human Services  
OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders**

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- 2.11.4 Ensure, if the performance of services involves the collection, transmission, storage or disclosure of substance use disorder (SUD) records, information, or data created by a 42 CFR Part 2 provider, that safeguards, including consent and notices required by 42 CFR Part 2, are provided prior to any disclosure of Part 2 information.
- 7. Add Exhibit B-1 Amendment #3, SFY 2019 Budget.
- 8. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services  
OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders**

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

Christine M. Tappan  
Associate Commissioner

6/1/18  
Date

Contractor Name:

Name: Courtney Tanner  
Title: Executive Director

5/16/18  
Date

Acknowledgement:

State of NH, County of Merrimack on May 16, 2018, before the undersigned officer, personally appeared the person identified 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.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

**APRIL L. AREL, Notary Public**  
State of New Hampshire  
My Commission Expires April 20, 2021





**New Hampshire Department of Health and Human Services  
 OPEN DOORS – Homelessness Prevention  
 and Supports for Low Income Pregnant and Parenting Women  
 with Substance Use Disorders**

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

OFFICE OF THE ATTORNEY GENERAL

6/6/18  
 Date

*Rebecca W. Ross*  
 Name: *Rebecca W. Ross*  
 Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name:  
 Title:

**Exhibit B-1 Amendment #3  
SFY 2019 Budget**

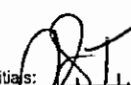
Hope on Haven Hill  
Open Doors

Vendor # 275119

|                       | Salary & Benefits | Consultants      | Equipment       | Supplies        | Travel        | Lease            | Current Expenses | Software        | Marketing & Outreach | Staff Education/ Training | Translation Services | Total             |
|-----------------------|-------------------|------------------|-----------------|-----------------|---------------|------------------|------------------|-----------------|----------------------|---------------------------|----------------------|-------------------|
| Aug-18                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| Sep-18                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| Oct-18                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| Nov-18                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| Dec-18                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| Jan-19                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| Feb-19                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| Mar-19                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| Apr-19                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| May-19                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| Jun-19                | 37,000.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,660.00         |
| Jul-19                | 37,080.00         | 2,000.00         | 100.00          | 350.00          | 50.00         | 1,000.00         | 350.00           | 500.00          | 35.00                | 250.00                    | 25.00                | 41,740.00         |
| <b>Total SFY 2019</b> | <b>444,080.00</b> | <b>24,000.00</b> | <b>1,200.00</b> | <b>4,200.00</b> | <b>600.00</b> | <b>12,000.00</b> | <b>4,200.00</b>  | <b>6,000.00</b> | <b>420.00</b>        | <b>3,000.00</b>           | <b>300.00</b>        | <b>500,000.00</b> |

Hope on Haven Hill, Inc.  
SS-2017-DPA-02-OPEND-02

Exhibit B-1 Amendment #3  
Page 1 of 1

Contractor Initials:   
Date: 8/15/18



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

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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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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

*[Handwritten Signature]*  
*[Handwritten Initials]*  
5/15/18





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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Date 5/15/18



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and 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.

*[Handwritten Signature]*  
5/15/18

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



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

*CST*  
5/15/18

# State of New Hampshire

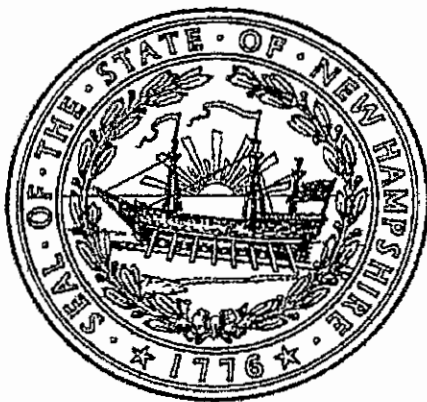
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. 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: 735370

Certificate Number: 0004090225



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

I, Kevin Irwin, do hereby certify that:

(Name of elected Officer of the Agency, cannot be a contract signatory.)

1. I am a duly elected Officer of Hope on Heaven Hill  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency held on 5/16/2018

(Date)

RESOLVED: That the Courtney Turner, Executive Director  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29<sup>th</sup> day of MAY, 2018.

(date contract signed)

4. Kevin Irwin is the duly elected Board Chair  
(Name of Contract Signatory) (Title of Contract Signatory)

of the agency.

Kevin

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Stafford

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of May 2018.

By Kevin Irwin  
(Name of Elected Officer of the Agency)

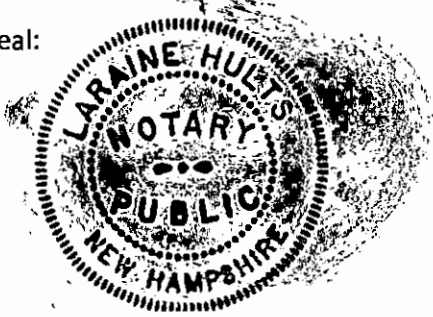
Laraine Hults

Notary Public/Justice of the Peace

Laraine M. Hults  
Notary Public, State of New Hampshire  
My Commission Expires Nov. 18, 2020

Commission Expires

Notary Seal:







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2018

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>E & S Insurance Services LLC<br>21 Meadowbrook Lane<br>P O Box 7425<br>Gilford NH 03247-7425 |  | <b>CONTACT NAME:</b> Fairley Kenneally<br><b>PHONE (A/C, No, Ext):</b> (603)293-2791<br><b>E-MAIL ADDRESS:</b> fairley@esinsurance.net<br><b>FAX (A/C, No):</b> (603)293-7188 |  |
| <b>INSURED</b><br>Hope on Haven Hill, Inc.<br>P O Box 1272<br>Rochester NH 03867                                |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Markel<br>INSURER B: New York Marine and General Insurance Company<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

**COVERAGES**

CERTIFICATE NUMBER: 17-18

REVISION NUMBER:

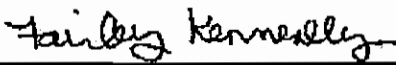
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | HUP2419        | 08/01/2017              | 08/01/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Abuse and Molestation \$ 1,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY             |           |          | HUA2420        | 08/01/2017              | 08/01/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | HUU2421        | 08/01/2017              | 08/01/2018              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | WC201700014763 | 08/02/2017              | 08/02/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| A        | Professional Liability  |           |          | HUP2419        | 08/01/2017              | 08/01/2018              | each wrongful act \$1,000,000<br>aggregate \$2,000,000  |

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

Certificate Holder is an additional insured (CGL) if required by signed contract with the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| State of NH DHHS<br>129 Pleasant Street<br>Concord NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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HOPE ON  
HAVEN HILL

*Mission Statement*

To provide a nurturing therapeutic home environment for pregnant women with substance use disorder who are seeking recovery. By providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advancement in education and life coaching we will support families in their recovery from addiction. An enrichment self-esteem, confidence and a tool belt full of life skills will promote independence and sustained sobriety.

HOPE ON HAVEN HILL, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2017

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Sanders & Karcher  
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Hope on Haven Hill, Inc.  
Rochester, New Hampshire

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization) as of June 30, 2017 which comprise the statement of financial position and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the 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 the entity'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 financial statements.

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

Board of Directors  
Hope on Haven Hill, Inc.  
Page 2

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*Sanders & Karcher*

Sanders & Karcher  
Portsmouth, New Hampshire  
January 5, 2018

HOPE ON HAVEN HILL, INC.  
 STATEMENT OF FINANCIAL POSITION  
 June 30, 2017

ASSETS

CURRENT ASSETS

|                      |    |              |
|----------------------|----|--------------|
| Cash                 | \$ | 76,680       |
| Grant receivable     |    | 48,568       |
| Prepaid expenses     |    | <u>1,459</u> |
| Total current assets |    | 126,707      |

|  |  |         |
|--|--|---------|
| PROPERTY & EQUIPMENT, net of accumulated depreciation of \$4,726 |  | 220,846 |
|--|--|---------|

OTHER ASSETS

|                   |  |              |
|-------------------|--|--------------|
| Security deposits |  | <u>3,800</u> |
|-------------------|--|--------------|

|              |    |                |
|--------------|----|----------------|
| TOTAL ASSETS | \$ | <u>351,353</u> |
|--------------|----|----------------|

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

|                                |    |               |
|--------------------------------|----|---------------|
| Accounts payable               | \$ | 5,867         |
| Line of credit, Provident Bank |    | 24,999        |
| Accrued payroll items          |    | <u>31,160</u> |
| Total current liabilities      |    | 62,026        |

|                         |  |                |
|-------------------------|--|----------------|
| UNRESTRICTED NET ASSETS |  | <u>289,327</u> |
|-------------------------|--|----------------|

|                                  |    |                |
|----------------------------------|----|----------------|
| TOTAL LIABILITIES AND NET ASSETS | \$ | <u>351,353</u> |
|----------------------------------|----|----------------|

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

HOPE ON HAVEN HILL, INC.  
STATEMENT OF ACTIVITIES  
Year ended June 30, 2017

|   |                    |
|---|--------------------|
| PUBLIC SUPPORT AND REVENUES:                  |                    |
| PUBLIC SUPPORT                                |                    |
| Government grants and contracts               | \$ 564,359         |
| Donations                                     | <u>311,958</u>     |
| Total public support                          | 876,317            |
| REVENUES                                      |                    |
| Interest                                      | 8                  |
| In kind donations                             | 21,582             |
| Miscellaneous sales                           | <u>620</u>         |
| Total revenues                                | <u>22,210</u>      |
| Total public support and revenues             | 898,527            |
| EXPENSES                                      |                    |
| Program services                              | 577,310            |
| General and administrative                    | 101,215            |
| Fundraising                                   | <u>746</u>         |
| Total expenses                                | <u>679,271</u>     |
| INCREASE IN UNRESTRICTED NET ASSETS           | 219,256            |
| TEMPORARILY RESTRICTED NET ASSETS             |                    |
| Public support and grants                     | 170,206            |
| Restrictions satisfied by use                 | ( <u>170,206</u> ) |
| INCREASE IN TEMPORARILY RESTRICTED NET ASSETS | <u>-</u>           |
| INCREASE IN NET ASSETS                        | 219,256            |
| NET ASSETS, Beginning of year                 | <u>70,071</u>      |
| NET ASSETS, End of year                       | \$ <u>289,327</u>  |

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



HOPE ON HAVEN HILL, INC.  
STATEMENT OF FUNCTIONAL EXPENSES  
Year Ended June 30, 2017

|                                | Program<br>Services | General<br>and Admin | Fund-<br>Raising | Total             |
|--------------------------------|---------------------|----------------------|------------------|-------------------|
| Management salaries            | \$ 12,582           | \$ 12,582            | \$ -             | \$ 25,164         |
| Salaries and wages             | 318,438             | 39,279               | -                | 357,717           |
| Payroll taxes                  | 30,078              | 3,718                | -                | 33,796            |
| Employee benefits              | 22,783              | 2,816                | -                | 25,599            |
| Professional fees              | 59,047              | 5,158                | -                | 64,205            |
| Payroll service fees           | 2,533               | -                    | -                | 2,533             |
| Advertising and promotion      | 1,698               | -                    | -                | 1,698             |
| Bank fees                      | -                   | 337                  | -                | 337               |
| Retirement service fees        | -                   | 2,365                | -                | 2,365             |
| Food                           | 21,408              | -                    | -                | 21,408            |
| Direct services                | 22,545              | -                    | -                | 22,545            |
| Miscellaneous fundraising      | -                   | -                    | 746              | 746               |
| In kind services               | 4,251               | 4,367                | -                | 8,618             |
| Utilities                      | 4,031               | 1,694                | -                | 5,725             |
| Vehicle expense                | 3,793               | -                    | -                | 3,793             |
| Security                       | 568                 | -                    | -                | 568               |
| Rent                           | 21,600              | 6,400                | -                | 28,000            |
| Repairs and maintenance        | 6,645               | 3,475                | -                | 10,120            |
| Insurance                      | 19,628              | 12,870               | -                | 32,498            |
| Telephone and internet         | 4,800               | 326                  | -                | 5,126             |
| Website                        | 2,904               | 1,431                | -                | 4,335             |
| Office and administration      | 8,029               | 2,350                | -                | 10,379            |
| Travel expense                 | 2,244               | -                    | -                | 2,244             |
| Board of director meetings     | 432                 | -                    | -                | 432               |
| Staff development and training | 3,297               | -                    | -                | 3,297             |
| Licenses and permits           | -                   | 1,164                | -                | 1,164             |
| Interest                       | -                   | 133                  | -                | 133               |
| Depreciation                   | 3,976               | 750                  | -                | 4,726             |
| TOTALS                         | \$ <u>577,310</u>   | \$ <u>101,215</u>    | \$ <u>746</u>    | \$ <u>679,271</u> |

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

HOPE ON HAVEN HILL, INC.  
STATEMENT OF CASH FLOWS  
Years Ended June 30, 2017

|   |                   |
|---|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES  |                   |
| Cash received from public support   | \$ 839,249        |
| Cash received from interest   | 8                 |
| Cash received from miscellaneous sales  | 620               |
| Cash paid for program services  | (512,314)         |
| Cash paid for general and administrative expenses                                       | (120,487)         |
| Cash paid for fundraising expenses  | ( 746)            |
| Cash paid for interest  | ( 133)            |
| Net cash provided by operating activities   | <u>206,197</u>    |
| CASH FLOWS FROM INVESTING ACTIVITIES  |                   |
| Cash paid for property and equipment  | (224,672)         |
| CASH FLOWS FROM FINANCING ACTIVITIES  |                   |
| Cash received from borrowings   | <u>24,999</u>     |
| Net increase (decrease) in cash   | 6,524             |
| Cash at beginning of year   | <u>70,156</u>     |
| CASH AT END OF YEAR   | \$ <u>76,680</u>  |
| RECONCILIATION OF CHANGE IN NET ASSETS TO<br>NET CASH PROVIDED BY OPERATING ACTIVITIES  |                   |
| Increase in net assets  | \$ 219,256        |
| Adjustments to reconcile change in net assets to net<br>cash from operating activities: |                   |
| Depreciation expense  | 4,726             |
| (Increase) decrease in:   |                   |
| Grant receivable  | ( 48,568)         |
| Security deposits   | ( 3,800)          |
| Prepaid expenses  | ( 1,459)          |
| Increase (decrease) in:   |                   |
| Accounts payable  | 4,882             |
| Accrued payroll items   | <u>31,160</u>     |
| Total adjustments   | <u>( 13,059)</u>  |
| NET CASH PROVIDED BY OPERATING ACTIVITIES   | \$ <u>206,197</u> |
| SUPPLEMENTAL DISCLOSURE   |                   |
| Non-cash transaction included in investing activities                                   |                   |
| Donation of property and equipment  | \$ <u>11,500</u>  |

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

HOPE ON HAVEN HILL, INC.  
NOTES TO FINANCIAL STATEMENTS  
For the Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Hope on Haven Hill, Inc. (the organization) was organized November 25, 2015. The organization is a level 3.5 substance use treatment facility serving homeless, pregnant and newly parenting mothers. The organization was established to provide a nurturing therapeutic home environment for women with substance abuse disorder who are seeking recovery by providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advancement in education and life coaching supporting families in their recovery from addiction.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Hope on Haven Hill, Inc. is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and, therefore, has made no provision for federal income tax in the accompanying financial statements. The organization has been determined by the Internal Revenue Service not to be a private foundation.

Financial Statement Presentation

Hope on Haven Hill, Inc. presents its financial statements in accordance with Accounting Standards Codification No. 958-210, "Financial Statements of Not-for-Profit Organizations". Under ASC No. 958-210, Hope on Haven Hill is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. As of June 30, 2017 there were only unrestricted net assets.

Grant Receivable

The Grant Receivable consists of amounts due from the State in support of operations. As of June 30, 2017, management considers the grant receivable to be fully collectible.

HOPE ON HAVEN HILL, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent Events

Subsequent events have been evaluated through January 5, 2017 the date the financial statements were available to be issued. Beginning the new fiscal year, the organization has added several new board members and has hired a new Executive Director and bookkeeper.

The line of credit terms with Provident Bank were modified on July 24, 2017 to increase the borrowing limit to \$50,000.

Property and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair market value for those items which have been donated. The cost of improvements is recovered using the straight-line method over estimated useful lives of 10 to 40 years. The cost of vehicles, furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 2 to 10 years. Property and equipment as of June 30, 2017 consisted of the following:

|                               |                   |
|-------------------------------|-------------------|
| Leasehold improvements        | \$ 182,605        |
| Furniture and equipment       | 13,284            |
| Vehicles                      | <u>29,683</u>     |
| Total property and equipment  | 225,571           |
| Less accumulated depreciation | <u>4,726</u>      |
| Property and equipment, net   | \$ <u>220,846</u> |

Contributions

The Organization records its contributions as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. For the year ended June 30, 2017, donated services were valued at \$8,618.

Donated Property and Equipment

Supplemental cash flows and non cash investing activities consist of donated property and equipment. This property and equipment is valued at fair market value. The organization received a donated van valued at \$11,500.

Functional Allocation of Expenses

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

HOPE ON HAVEN HILL, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 For the Year Ended June 30, 2017

NOTE B - LINE OF CREDIT

Hope on Haven Hill, Inc. has a \$24,999 revolving line of credit with Provident Bank established to provide working capital support. The agreement requires monthly interest only payments of prime plus 1.5% and is secured by all the business assets. As of June 30, 2017 the interest rate was 5.75% and the outstanding balance was \$24,999. The balance is due in full upon lender's demand.

NOTE C - RELATED PARTY AND LEASING ARRANGEMENT

Hope on Haven Hill, Inc. entered into an operating lease with a former Executive Director (see Note A - Subsequent Events) to rent a residential home in Rochester owned by her as the care facility. The term of the lease is for twenty years with rent of \$2,200 per month and a 2.5% increase every five years. This lease includes an option to purchase the residence at any time at fair market value to be determined by the average of two independent appraisals.

The Organization is leasing office space from an unrelated party in Somersworth, New Hampshire which began March 1, 2017. The lease is for a two year term and requires a monthly payment of \$1,600.

Future minimum lease payments are as follows for the years ended June 30,

|                |           |
|----------------|-----------|
| 2018 . . . . . | \$ 45,600 |
| 2019 . . . . . | 39,200    |
| 2020 . . . . . | 26,400    |
| 2021 . . . . . | 26,400    |
| 2022 . . . . . | 26,840    |

NOTE D - ACCRUED PAYROLL ITEMS

For the year ended June 30, 2017, accrued payroll items consisted of the following:

|                           |                  |
|---------------------------|------------------|
| Payroll and payroll taxes | \$ 18,969        |
| Earned time               | <u>12,191</u>    |
| Totals                    | \$ <u>31,160</u> |

HOPE ON HAVEN HILL, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Year Ended June 30, 2017

NOTE E - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets represent contributions received, which are restricted to expense as designated by the donors. There were \$170,206 temporarily restricted net assets that were released from donor restrictions by incurring expenses satisfying the restricted purposes for the year ending December 31, 2017.

NOTE F - CONCENTRATION OF CREDIT RISK

As of June 30, 2017, Hope on Haven Hill has no cash balance held by a bank in excess of the amount insured by the Federal Deposit Insurance Corporation.

Hope on Haven Hill derived approximately 64% of its operating revenue from government agencies.

NOTE G - RISK CONCENTRATION AND ECONOMIC DEPENDENCE

Home on Haven Hill, Inc. derives significant revenue from grants and contracts with other nonprofit organizations and government agencies. Continuation of certain programs is dependent upon such revenues.

NOTE H - CONTRACTS, FEES AND GRANTS FROM GOVERNMENT AGENCIES

Hope on Haven Hill, Inc. receives money under various state and federal contracts and grants. Under the terms of these grants, the Organization is required to use the funds within the grant period for purposes specified in the contract. If expenditures of the grant were found not to have been made in compliance with the contract, the Organization is required to repay the grantors' funds. Because specific amounts, if any, have not been determined by grantor agency audits or assessed as of June 30, 2017, no provision has been made for this contingency.

Contracts, fees and grants from government agencies consist of the following for the year ended June 30, 2017:

|   |                   |
|---|-------------------|
| Department of Health and Human Services | \$ 461,903        |
| City of Rochester, CDBG                 | <u>102,456</u>    |
| TOTAL                                   | \$ <u>564,359</u> |



# HOPE ON HAVEN HILL

## Board of Directors

| Officers   | Directors at Large   |
|--|--|
| Kevin Irwin - <i>Chair</i><br>Integrated Delivery Network<br>10 Isaac Lucas Circle<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>Term ending: 12/2020                   | Joseph Hannon, MD<br>1 Thorton Lane<br>Lee, NH 03861<br>[REDACTED]<br>[REDACTED]<br>Term ending: 12/2020       |
| Sarah Landres, Esq. - <i>Vice Chair</i><br>Public Defender Program<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>Term ending: 12/2020                     | Jack Buckley<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>Term ending: 2/2021                    |
| Michael Murphy, CPA - <i>Treasurer</i><br>Murphy, Powers & Wilson, P.C.<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>Term ending: 12/2020                              | Colin Walker<br>Ameriprise Financial Services<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>Term ending: 2/2021 |
| Kathleen Routhier, RN - <i>Secretary</i><br>Women & Children's Center<br>Wentworth-Douglass Hospital<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>Term ending: 12/2020 |  |

**COURTNEY GRAY TANNER, JD/MSW**

39 Shaw Drive  
Bedford, NH 03110

(207) 468-8789  
CourtneyGrayTanner@gmail.com

**SUMMARY**

Visionary executive professional with experience supervising all levels of management. Demonstrated experience with association leadership and nonprofit management. Skilled at budgeting and administration, member services, and communication. Proven ability to manage multiple projects and meet challenging deadlines. Innovative team leader with the ability foster ideas and lead a team to successful accomplish goals and objectives.

**EXPERIENCE**

- Executive Director** August, 2017- Current  
**Hope on Haven Hill, Rochester, NH**
- Work with Board of Directors to create a comprehensive strategic plan for HHH, a nonprofit in the start up phase
  - Evaluate and develop senior leadership to build staff and created a health and highly productive work environment
  - Prepared and monitored an annual program budget of a \$1.5 million and managed donations greater than \$500,000
  - Spearhead all events, board meetings, committee meetings, and fundraisers
- Executive Director** March, 2016- July, 2017  
**NH Alcohol & Other Drug Service Providers Association, Concord, NH**
- Engaged over 200 substance use disorder providers across NH, maintained 98% retention rate for membership.
  - Organized and lead the Behavioral Health Conference and Public Policy Summit for all of NH's behavioral health providers, including overseeing sponsorships and coordinating relevant and educational presenters
  - Engaged membership to identify areas of advocacy and carried out legislative and executive branch advocacy
  - Developed strong relationships with fellow state associations and national association to improve the quality of our association's professional development and resources
- Health Program Policy Manager** January, 2015- March, 2016  
**Risk Management Unit, Department of Administrative Services for State of New Hampshire, Concord, NH**
- Led multidisciplinary teams to complete projects, including Affordable Care Act compliance during its inception
  - Monitored and tracked legislation through the process; worked with Director to develop positions on proposed legislation
- Child & Family Services, Concord, NH** September, 2014- April, 2015
- Collaborated and participated in multidisciplinary team meetings to achieve common policy objectives
  - Conducted legal and policy research regarding issues concerning social justice for juveniles and families
- Disabilities Rights Center, Concord, NH** May, 2013-August, 2013  
**UNH School of Law Public Interest Coalition Fellowship**
- Interviewed clients and maintained a relationship to advocate for individual clients within service delivery system
  - Conducted legal research and wrote memoranda for staff attorneys, including analyzing administrative rules
- Division of Children, Youth, & Families, Concord, NH** May, 2012-August, 2012  
**UNH School of Law Public Interest Coalition Fellow**
- Drafted court orders, at the discretion of child protective service workers, for child abuse and/or neglect cases
  - Prepared examinations and arguments for adjudicatory and termination of parental rights trials
- New Hampshire Bar Association, Pro Bono, DOVE Project, Concord, NH** June, 2010-November, 2010
- Volunteered with DOVE Coordinator to assist in preparing trainings for attorneys and provide technical assistance
- BAR MEMBERSHIPS**  
**New Hampshire Bar Association, November 2014**
- EDUCATION**
- University of New Hampshire School of Law, Concord, NH** January, 2014  
Juris Doctorate
- University of New Hampshire, Durham, NH** May, 2015  
Masters of Social Work, Leadership in Intellectual and Developmental Disabilities Certificate
- Saint Anselm College, Manchester NH** May, 2011  
Bachelor of Arts, Business Administration; Bachelor of Arts, Classics
- BOARD SERVICE**
- Offman Haas Fellow – NH Center for Nonprofits** Completed May, 2017  
**Bedford Presbyterian Church, Bedford, NH** April, 2017- Current  
**Partnership for a Drug-Free NH, Board Chair** November, 2016 - Current



**Kerrylee Norton, RN**

**Knorton@hopeonhavenhill.org**

---

## **Work Experience**

### **Dates Employed**

**7/1/15-Present**

**Program Director/Co-founder**

**Hope on Haven Hill, Rochester NH**

**Co-Founder of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Variance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Men and Women who reach out to us while unable to access care in NH and assist them with getting support and treatment. After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.**

**11/2008-11/13/2015**

**RN**

**Garrison Women's Health Center, Dover NH**

**Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to triaging all patient calls, New Prenatal OB intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.**

**1/2006-4/2010**

**RN, CPSN**

**Atlantic Plastic Surgical Center, Portsmouth NH**

**All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.**

5/1994-10/2008

Maternal Child Health RN/Resource Nurse

Portsmouth Regional Hospital, Portsmouth NH

All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP instructor, PALS instructor, Resource/Charge Nurse and Staff orientation.

1/2002-1/2005

Pediatric Nurse

Portsmouth Pediatric Associates, Portsmouth NH

Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends I became very competent in all facets of pediatric care and emergencies.

1/2002-1/2005

Triage Nurse and Childbirth Educator

Harbour Women's Health, Portsmouth NH

Triaged all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with infertility patients. Taught and coordinated all Childbirth Education programs.

5/19993-5/1995

Triage Nurse

York OB-GYN Associates, York Me

Triage all patient concerns and assist physicians with patient care.

9/1993-5/1994

Substitute School Nurse

SAD 60, Berwick ME

Substitute School Nurse in SAD 60. Worked in all School. Elementary, Middle School and High School.

Past and Present Certifications:

NRP, BCLS, ACLS, CPSN And STABLE. Maine State Registered Nurse, License compact state.

References upon request

## Lindsey K. Mogren, MSW, LICSW



### AREAS OF INTEREST

Maternal and Perinatal Health

Substance Abuse and Substance Exposed Newborns

Medical Social Work

Child Welfare and Development

Public Health

Clinical Assessment and Planning

Counseling

### PERSONAL SKILLS

Strong Writing and Assessment

Effective Communication

Excellent Organizational Skills

Strategic Planning and Implementation

Maintaining Professional Relationships

### EDUCATION

**University of New Hampshire, Durham, NH**  
Master of Social Work, 2008, Clinical Track

**University of New Hampshire, Durham, NH**  
Bachelor of Science in Business Administration, 2003

### PROFESSIONAL CLINICAL EXPERIENCE

Anna Jaques Hospital, Newburyport, MA  
*Clinical Social Worker – 2010-Present*

Provide social work intervention to patients on the Birth Center and Neonatal Care Center, as well as the outpatient OB Practice.

- Developed and implemented program to serve pregnant women with substance use disorder during both the prenatal and immediate postnatal period. Program includes prenatal assessment and treatment planning, weekly support group, brief intervention and referral to treatment, relapse prevention and recovery planning.
- Coordinate aftercare plan to include referrals to appropriate community resources and agencies based on needs of patients. Includes ongoing collaboration with agencies to facilitate success in the community, such as Early Intervention, Department of Children and Families, Visiting Nurse Agency, etc.
- Track metrics of grant funded project to demonstrate impact and need for future funding.

Counseling Services Inc, Crisis Response Team, Biddeford, ME  
*Crisis Response Clinician – 2008-2010*

Worked as a member of the countywide crisis response team to provide crisis intervention, assessment, and referral to identified clients. Worked as part of a clinical team to provide intervention to those in psychiatric emergency, and to help coordinate a plan of care that would address their emergent needs.

- Conducted thorough psychosocial assessments with mental health consumers in crisis; assessments performed in hospitals, in the community, and at agency office.
- Collaborated as part of a multi-disciplinary team that includes other mental health professionals in the field, nursing staff, psychiatrists, child protective services, school representatives, and the legal system, to determine and facilitate referrals to the most appropriate level of care for clients, including obtaining prior authorization when necessary.
- Utilized knowledge of community resources to make appropriate referrals for clients, including mental health and substance abuse intervention and treatment.
- Provided brief therapy and supportive services to consumers and their families, in person and over the crisis hotline, to consumers utilizing crisis services.

Wentworth-Douglass Hospital, Dover, NH  
*Clinical Social Worker; per diem – 2008-2009*

As a per diem social worker in a hospital providing comprehensive care, this position required the flexibility and ability to adapt to multiple units with different populations and need.

- Participated in multi-disciplinary team to facilitate discharge planning for patients, including appropriate community referrals and coordination of care, advance care planning, palliative care, and the provision of financial and community resources.
- Completed psychosocial assessments and provide support to patients and their families as needs dictate.
- Coordinated with collateral agencies and facilities to ensure continuum of care for patients.

Spring Harbor Hospital, Westbrook, ME  
*Psychiatric Social Work Intern; Adolescent Unit – Fall 2007-Spring 2008*

Advanced clinical internship placement, which allowed the opportunity for clinical assessment, intervention, and discharge planning. This position provided a framework for clinical assessment and diagnostic work in a psychiatric setting.

- Completed psychosocial social work assessments for incoming adolescents.
- Facilitated weekly social work group focused on developing empathy, strengths, communication, social skills, and symptom reduction.
- Provided supportive brief therapy to adolescents and their families
- Worked as a member of an interdisciplinary team to differentially diagnose, develop appropriate treatment plans, and provide comprehensive treatment and discharge planning
- Coordinated aftercare services with outpatient providers

Wentworth-Douglass Hospital, Dover, NH  
*Patient Advocate – 2007*

- Advocated on behalf of patients' interests in regards to their care.
- Provided support to patients and their families while in the hospital.
- Documented and investigated patient and family feedback and complaints as part of the performance improvement process.

## **INSTRUCTIONAL EXPERIENCE**

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**University of New Hampshire, Durham NH, 2016 - present**  
*Adjunct Faculty – College of Health and Human Services, Department of Social Work*

- Field Seminar Instructor – Online
- MSW Intern Field Liaison
- MSW Field Supervisor

**Granite State College**, Portsmouth, NH and Rochester, NH, 2015-2016

*Adjunct Faculty – School of Health and Human Services*

- Helping and the Human Services – Online
- The Psychology of Organizational Stress – Face to Face
- Human Development - Online

### **LICENSURE**

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LICSW – State of Massachusetts  
License Eligible in all other states

### **REFERENCES**

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Alison Sekelsky, RN, MSN  
Phone: 978-463-1060  
asekelsky@ajh.org

Yvette Bailey, RN, MBA, CCM  
Phone: 978-463-1166  
ybailey@ajh.org

Jennifer Goodwin, MSW, LCSW  
Phone: (207)205-5741  
Email: jgoodwinlcsw@gmail.com

Trish Cox, M.S. Ed, MSW, CCLS  
Phone: 603-686-9407  
Email: Trish.cox@unh.edu

# LISA GAUTHIER

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**Objective:** To obtain a position in the field of social service dealing with individuals and families. Great problem solving skills and strong work ethic with 9 years experience in healthcare ready to contribute my knowledge and experience to the field of social work.

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## CORE STRENGTHS

- Ability to analyze, discuss, detect, observe and solve difficult social issues
- Patience, love and keen interest in helping individuals and oppressed populations
- Ability to develop good relationships with clients
- Possess effective communication skills
- Ability to handle pressure and work independently
- Know-how to keep sensitive information confidential
- Ability to utilize theories and practice model appropriately

## FIELD EXPERIENCE

Frisbie Memorial Hospital, Rochester, NH

*Care Management Department, GeroPsychiatry*

September, 2016 – April, 2017

- Communicate and collaborated with members of the healthcare team as well as patients to help plan for treatment
- Participated in patient and family meetings to resolve issues surrounding in-hospital and post-hospital care
- Conducted Admission Assessment on incoming patients and developed a treatment plan related to their social service issues
- Conducted group work with patients on the geropsychiatry unit utilizing Cognitive Behavioral Therapy techniques
- Worked in relation with other social service agencies throughout the state and some out of state agencies to acquire service and assistance that patients needed
- Participated in Care Coordination Rounds
- Provided education to patient and families in regards to social services that they have been set up with
- Maintained accurate, thorough, narrative documentation on patients
- Developed discharge plans for patients

## WORK EXPERIENCE

Frisbie Memorial Hospital Rochester, NH

*Licensed Nursing Assistant November 2010 - Present*

- Assists RN with data collection on admission and throughout the patients hospitalization
- Collects specimens and assists in the performance of procedures within the scope of practice of an LNA

- Observes and reports patients needs and responses
- Demonstrates good judgment in analyzing facts and conditions to determine what actions should be taken or reported to the RN.
- Assists in the admission, transfer, and discharge process of patients.
- Performs all duties maintaining patient confidentiality, privacy, and respect.

Interventional Spine Medicine Barrington, NH

*Administrative Assistant/ Case Manager March 2008 - November 2011*

- Payroll
- Human resources (new hire)
- Credentialing for Physicians in the office
- Maintain medical records and referrals
- Case management
- Providing information for patients to receive outside services in relation to their condition.

Hyder Family Hospice Dover, NH

*Licensed Nursing Assistant March 2009 - April 2013*

- Provide comfort to patients and their families
- Provided support for patients and their families in regards to patients last requests
- Provided end of life care while maintaining the respect and dignity of the patients.

## **EDUCATION**

Granite State College Concord, NH

*Bachelors of Science: Healthcare Administration/Gerontology, June 2008*

University of New England Biddeford, ME

*Masters of Clinical Social Work, May, 2017*

## **Organizations**

*Member of the National Association of Social Workers, 2015*

**CONTRACTOR NAME**

Key Personnel

| Name               | Job Title                    | Salary   | % Paid from this Contract | Amount Paid from this Contract |
|--------------------|------------------------------|----------|---------------------------|--------------------------------|
| Courtney Tanner    | Executive Director           | \$83,200 | 30                        | \$24,960                       |
| Kerry Norton       | Program Director             | \$65,000 | 50                        | \$32,500                       |
| (To be filled)     | Clinical Director            | \$70,000 | 20                        | \$14,000                       |
| Lindsey Mogren     | Licensed Clinician           | \$55,000 | 25                        | \$13,750                       |
| Lisa Gautier       | Clinical Case Manager        | \$47,590 | 50                        | \$23,795                       |
| Allie Leach        | Case Manager                 | \$34,320 | 75                        | \$25,740                       |
| Carey Johnson      | Billing & Payroll Specialist | \$39,520 | 30                        | \$11,850                       |
| Faith Blue         | Recovery Support Worker*     | \$33,280 | 100                       | \$33,280                       |
| Natalie Norton     | Recovery Support Worker*     | \$26,624 | 100                       | \$26,624                       |
| Adelle Robinson    | Recovery Support Worker*     | \$26,624 | 100                       | \$26,624                       |
| Kathleen Beede     | Recovery Support Worker*     | \$10,000 | 100                       | \$10,000                       |
| Tori Bird          | Recovery Support Worker*     | \$24,960 | 100                       | \$24,960                       |
| Elizabeth Dean     | Recovery Support Worker*     | \$24,960 | 100                       | \$24,960                       |
| Mary Jean Eldredge | Recovery Support Worker*     | \$31,200 | 100                       | \$31,200                       |
| Shirley Foster     | Recovery Support Worker*     | \$31,200 | 100                       | \$31,200                       |
| Krystin Hartford   | Recovery Support Worker*     | \$24,960 | 100                       | \$24,960                       |
| Allison Jackson    | Recovery Support Worker*     | \$31,200 | 100                       | \$31,200                       |
| Betty John         | Recovery Support Worker*     | \$24,960 | 100                       | \$24,960                       |
| Hailee Long        | Recovery Support Worker*     | \$24,960 | 100                       | \$24,960                       |
| Brittany Norton    | Recovery Support Worker*     | \$12,200 | 100                       | \$12,200                       |
| Cynthia Spitz      | Recovery Support Worker*     | \$10,000 | 100                       | \$10,000                       |
| Kimberly Stoltz    | Recovery Support Worker*     | \$16,277 | 100                       | \$16,277                       |
| <b>Total</b>       |                              |          |                           | <b>\$500,000</b>               |

\* Hourly employees, hours will vary.



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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
**DIVISION OF FAMILY ASSISTANCE**

Jeffrey A. Meyers  
Commissioner

Terry R. Smith  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9474 1-800-852-3345 Ext. 9474  
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 6, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to amend **sole source** agreements with the vendors listed below, for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless in Strafford County, by increasing the price limitation by \$1,481,326 from \$1,481,326 to \$2,962,652 effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later, through June 30, 2018. These agreements were originally approved by the Governor and Executive Council on August 3, 2016 (Late Item A), September 7, 2016 (Item#9), and September 21, 2016 (Item#11) and were subsequently amended on April 19, 2017 (Item#5A). 100% Federal Funds.

| Vendor Name                          | Address                                       | Vendor #      | Current Budget     | Increase/ (Decrease) | New Budget         |
|--------------------------------------|---|---------------|--------------------|----------------------|--------------------|
| Greater Nashua Council on Alcoholism | 615 Amherst St.<br>Nashua, NH 03063           | 166574-B001   | \$500,000          | \$500,000            | \$1,000,000        |
| Hope on Haven Hill, Inc.             | 326 Rochester Hill Rd.<br>Rochester, NH 03867 | 275119-B001   | \$482,119          | \$482,119            | \$964,238          |
| Families in Transition               | 122 Market St.<br>Manchester, NH 03101        | 157730-B001   | \$499,207          | \$499,207            | \$998,414          |
|                                      |   | <b>Total:</b> | <b>\$1,481,326</b> | <b>\$1,481,326</b>   | <b>\$2,962,652</b> |

Funds are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
 HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE  
 TO NEEDY FAMILIES**

| SFY  | Class      | Title                 | Activity Code | Current Budget     | Increase/ (Decrease) | New Budget         |
|------|------------|-----------------------|---------------|--------------------|----------------------|--------------------|
| 2017 | 502-500891 | Payments to Providers | 45057500      | \$1,481,326        | \$0                  | \$1,481,326        |
| 2018 | 502-500891 | Payments to Providers | 45057500      | \$0                | \$1,481,326          | \$1,481,326        |
|      |            |                       | <b>Total:</b> | <b>\$1,481,326</b> | <b>\$1,481,326</b>   | <b>\$2,962,652</b> |

**EXPLANATION**

The purpose for this **sole source** amendment is to increase funding with no change to the completion date in order to provide substance use disorder treatment services; residential and/or supportive housing; and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless. The original agreements were **sole source** because these vendors have been identified as having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing the child(ren) to remain in the mother's care.

The current contracts were extended by Amendment #1 on April 19, 2017 (Item # 5A) from July 1, 2017 for an additional year to June 30, 2018 with no change to the price limitation due to expected carry-over funding. At this time, the current vendors are expanding their services to include increased outpatient services offered in order to support and reach more clientele. The current scope of the contract allows for various levels of service and during the beginning phases of the contracts, the vendors were beginning with base services with plans to expand further. This additional funding will support this expansion, as well as allow for long term sustainability planning and implementation to occur within the agencies.

The Department has substantial data that indicates a growing need for residential and/or supportive housing services for pregnant and/or parenting women who have substance use disorders and who are currently homeless or at risk of becoming homeless. Women with substance use disorders who have a child may need low or high intensity residential treatment.

Utilization patterns and research have shown that women needing housing may not be found eligible for more traditional rapid rehousing services due to substance use disorders. Additionally, women with children who are struggling with substance use disorder issues are less likely to seek help due to individual concerns that an admission to needing help could result in separation from their children.

TANF funds were transferred in the 2017 budget to address the addiction crisis currently facing the State. The services these vendors provide will allow mothers to remain with their children while they seek treatment for substance use disorder. The first statutory purpose of the TANF program is to provide a safety net for children so they can continue to be cared for by their own family. The second statutory purpose of the TANF program is to promote the independence of needy families through work and education. These vendors will address those needs of the adults in their care while assuring appropriate care for the children

in residence. The program being funded by this contract is uniquely aligned with the purposes of the TANF program and addresses an urgent need within our community. The vendors are providing services that assist families with reducing and removing barriers that are preventing them from fully participating in the workforce and in the larger community. The services support families in ending their dependence on public assistance, and securing their ability to provide for their families, while addressing participants' substance use disorders.

The vendors are providing on-site case management, intensive group and individual counseling, and counseling for co-occurring mental health illnesses. Residential treatment will be based on American Society of Addiction Medicine (ASAM) criteria of Six Dimensions of Multidimensional Assessment to create a holistic biopsychosocial assessment of an individual that will be used for service planning and treatment across all services and levels of care. All services are designed to allow children to remain in the mother's care. Services may include, but are not limited to:

- Communication classes
- Anger management classes
- Coping skills
- Childbirth education classes
- Nurturing parenting classes
- Lactation services
- Therapeutic play
- Mindfulness, Spirituality and Life Coaching services

The Department is satisfied with the services provided by these vendors. The original agreements call for the provision of these services for one (1) year, with the option to renew for up to two (2) additional years, based upon continued availability of funding, satisfactory vendor performance, and approval of the Governor and Executive Council. The previous amendment renewed the contract for one (1) year, leaving one (1) additional year of renewal.

As stated in Exhibit A, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

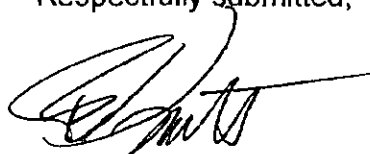
Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children not receive the substance use disorder treatment services they need.

Area Served: Statewide

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders Contract**

This 2nd Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as "Amendment #2") dated this May 10th of 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Hope on Haven Hill, Inc. (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 326 Rochester Hill Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 3, 2016 (Late Item A) and amended by an agreement approved by the Governor and Executive Council on April 19, 2017 (Item#5A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation without extending the completion date; and

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

1. Amend Form P-37, Block 1.8, to increase Price Limitation by \$482,119 from \$482,119 to read: \$964,238.



New Hampshire Department of Health and Human Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/7/17  
Date

[Signature]  
Terry Smith  
Director

Contractor Name:

6/4/17  
Date

[Signature]  
Name: KEVIN IRWIN  
Title: CHAIR: BOARD OF DIRECTORS

Acknowledgement:

State of NEW HAMPSHIRE, County of SMAFFORD on June 4, 2017  
before the undersigned officer, personally appeared the person identified 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.

Signature of Notary Public or Justice of the Peace

DAVID W. MARTINELLI  
Justice of the Peace - New Hampshire  
My Commission Expires July 24, 2018

[Signature]  
Name and Title of Notary or Justice of the Peace


New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

6/8/17  
Date

  
Name: Michael J. Capri  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
DIVISION OF FAMILY ASSISTANCE

Jeffrey A. Meyers  
Commissioner  
  
Terry R. Smith  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9474 1-800-852-3345 Ext. 9474  
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 23, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to exercise a no-cost renewal option for sole source agreements with the vendors listed below, for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless in Strafford County, effective upon Governor and Executive Council approval from July 1, 2017 through June 30, 2018. This is a no-cost amendment. These agreements were originally approved by the Governor and Executive Council on August 3, 2016 (Late Item A), September 7, 2016 (Item #9), and September 21, 2016 (Item #11). 100% Federal Funds.

| Vendor Name                          | Address                                       | Vendor #    | Current Budget     |
|--------------------------------------|---|-------------|--------------------|
| Greater Nashua Council on Alcoholism | 615 Amherst St.<br>Nashua, NH 03063           | 166574-B001 | \$500,000          |
| Hope on Haven Hill, Inc.             | 326 Rochester Hill Rd.<br>Rochester, NH 03867 | 275119-B001 | \$482,119          |
| Families in Transition               | 122 Market St.<br>Manchester, NH 03101        | 157730-B001 | \$499,207          |
| <b>Total:</b>                        |   |             | <b>\$1,481,326</b> |

Funds to support this request are available in the following account for State Fiscal Year 2017.

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE  
TO NEEDY FAMILIES

| State Fiscal Year | Class      | Title                 | Activity Code | Amount             |
|-------------------|------------|-----------------------|---------------|--------------------|
| 2017              | 502-500891 | Payments to Providers | 45057500      | \$1,481,326        |
| <b>Total:</b>     |            |                       |               | <b>\$1,481,326</b> |

**EXPLANATION**

The purpose for this request is renew services for an additional year at no additional cost in order to provide substance use disorder treatment services; residential and/or supportive housing; and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless. The original agreements were sole source because these vendors have been



identified as having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing the child(ren) to remain in the mother's care. These amendments are no additional cost, because funding is being carried over from the previous year.

The Department has substantial data that indicates a growing need for residential and/or supportive housing services for pregnant and/or parenting women who have substance use disorders and who are currently homeless or at risk of becoming homeless. Women with substance use disorders who have a child may need low or high intensity residential treatment. However, these women may not seek assistance due to their fear of being separated from their children.

Utilization patterns and research have shown that women needing housing may not be found eligible for more traditional rapid rehousing services due to substance use disorders. Additionally, women with children who are struggling with substance use disorder issues are less likely to seek help due to individual concerns that an admission to needing help could result in separation from their children.

TANF funds were transferred in the 2017 budget to address the addiction crisis currently facing the State. The services these vendors provide will allow mothers to remain with their children while they seek treatment for substance use disorder. The first statutory purpose of the TANF program is to provide a safety net for children so they can continue to be cared for by their own family. The second statutory purpose of the TANF program is to promote the independence of needy families through work, and education. These vendors will address those needs of the adults in their care while assuring appropriate care for the children in residence. The program being funded by this contract is uniquely aligned with the purposes of the TANF program and addresses an urgent need within our community. The vendors are providing services that assist families with reducing and removing barriers that are preventing them from fully participating in the workforce and in the larger community. The services support families in ending their dependence on public assistance, and securing their ability to provide for their families, while addressing participants' substance use disorders.

The vendors are providing on-site case management, intensive group and individual counseling, and counseling for co-occurring mental health illnesses. Residential treatment will be based on ASAM criteria of Six Dimensions of Multidimensional Assessment to create a holistic biopsychosocial assessment of an individual that will be used for service planning and treatment across all services and levels of care. All services are designed to allow children to remain in the mother's care. Services may include, but are not limited to:

- Communication classes
- Anger management classes
- Coping skills
- Childbirth education classes
- Nurturing parenting classes
- Lactation services
- Therapeutic play
- Mindfulness, Spirituality and Life Coaching services

The Department is satisfied with the services provided by the vendors and is requesting a renewal for an additional year of service. The original agreements call for the provision of these services for one (1) year, with the option to renew for up to two (2) additional years, based upon continued availability of funding, satisfactory vendor performance, and approval of the Governor and

Executive Council. This amendment shall renew the contract for one (1) year, leaving one (1) additional year of renewal.

As stated in Exhibit A, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children not receive the substance use disorder treatment services they need.

Area Served: Statewide

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders Contract**

This 1st Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as "Amendment #1") dated this February 15th of 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Hope on Haven Hill, Inc. (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 326 Rochester Hill Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 3, 2016 (Late Item A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Paragraph 3, the State may at its sole discretion, renew the contract by written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement without an increase in the price limitation; and

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

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
3. Amend Form P-37, Block 1.10 to read 603-271-9246.
4. Amend Exhibit A to add the following line to Exhibit A, Scope of Services, in Section 1, Provisions Applicable to All Services:
  - 1.11 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

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

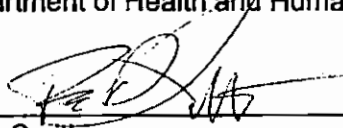


This amendment shall be effective upon the date of Governor and Executive Council approval.

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

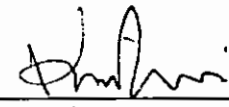
State of New Hampshire  
Department of Health and Human Services

MARCH 9, 2017  
Date

  
Terry Smith  
Director

Contractor Name:

MARCH 5, 2017  
Date

  
Name: KEVIN IRWIN  
Title: CHAIR - BOARD OF DIRECTORS

**Acknowledgement:**

State of New Hampshire, County of Stratford on 3/5/2017, before the undersigned officer, personally appeared the person identified 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.

Signature of Notary Public or Justice of the Peace

DAVID W. MARTINELLI  
Justice of the Peace - New Hampshire  
My Commission Expires July 24, 2018

\_\_\_\_\_  
Name and Title of Notary or Justice of the Peace


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



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

**OFFICE OF THE ATTORNEY GENERAL**

4/3/17  
Date \_\_\_\_\_

  
Name: Megan A. Cole  
Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

67

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JUL 29 '16 PM 3:47



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

*DIVISION OF FAMILY ASSISTANCE*

Jeffrey A. Meyers  
Commissioner

Terry R. Smith  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9474 1-800-852-3345 Ext. 9474

FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 25, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into a **sole source** agreement with Hope on Haven Hill, Inc. (Vendor # TBD), 326 Rochester Hill Road, Rochester, NH 03867 for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless in Strafford County in an amount not to exceed \$482,119, effective upon Governor and Executive Council through June 30, 2017. 100% Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2017.

**05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE TO NEEDY FAMILIES**

| State Fiscal Year | Class      | Title                 | Activity Code | Amount           |
|-------------------|------------|-----------------------|---------------|------------------|
| 2017              | 502-500891 | Payments to Providers | 45057500      | \$482,119        |
|                   |            |                       | <b>Total:</b> | <b>\$482,119</b> |

**EXPLANATION**

This agreement is **sole source** because this vendor is one (1) of three (3) vendors, statewide, that has been identified as having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing the child(ren) to remain in the mother's care. The Department will request Governor and Executive Council approval of the other two (2) agreements once they are received from the vendors.

The purpose for this request is to provide substance use disorder treatment services; residential and/or supportive housing; and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless.

The Department has substantial data that indicates a growing need for residential and/or supportive housing services for pregnant and/or parenting women who have substance use disorders and who are currently homeless or at risk of becoming homeless. Women with substance use disorders who have a child may need low or high intensity residential treatment. However, these women may not seek assistance due to their fear of being separated from their children.

Utilization patterns and research have shown that women needing housing may not be found eligible for more traditional rapid rehousing services due to substance use disorders. Additionally, women with children who are struggling with substance use disorder issues are less likely to seek help due to individual concerns that an admission to needing help could result in separation from their children.

TANF funds were transferred in the 2017 budget to address the addiction crisis currently facing the State. When the Hope on Haven Hill program opens its doors it will allow mothers to remain with their children while they seek treatment for substance use disorder. The first statutory purpose of the TANF program is to provide a safety net for children so they can continue to be cared for by their own family. The second statutory purpose of the TANF program is to promote the independence of needy families through work, and education. Hope on Haven Hill will address those needs of the adults in their care while assuring appropriate care for the children in residence. The program being funded by this contract is uniquely aligned with the purposes of the TANF program and addresses an urgent need within our community. The vendor will provide services that assist families with reducing and removing barriers that are preventing them from fully participating in the workforce and in the larger community. The services will support families in ending their dependence on public assistance, and securing their ability to provide for their families, while addressing participants' substance use disorders.

The vendor will provide on-site case management, intensive group and individual counseling and counseling for co-occurring mental health illnesses. Residential treatment will be based on ASAM criteria of Six Dimensions of Multidimensional Assessment to create a holistic biopsychosocial assessment of an individual that will be used for service planning and treatment across all services and levels of care. Services may include, but are not limited to:

- Communication classes
- Anger management classes
- Coping skills
- Childbirth education classes
- Nurturing parenting classes
- Lactation services
- Therapeutic play
- Mindfulness, Spirituality and Life Coaching services

This agreement includes language to renew contract services for up to two (2) years subject to satisfactory provision of services, available funding, and approval of the Governor and Executive Council.

All services are designed to allow children to remain in the mother's care. This vendor is a newly established 24-hour Residential Recovery Facility that specializes in services for

pregnant women with substance use disorders, their children up to age five (5) and their newborns for up to one year postpartum.

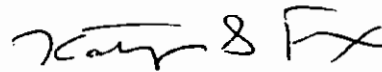
Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children not receive the substance use disorder treatment services they need.

Area Served: Statewide

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF

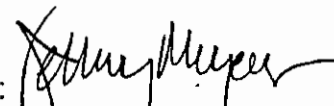
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



For Terry R. Smith  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



Subject: OPEN DOORS Homelessness Prevention & Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders (SS-2017-DFA-01-Opemd-02)

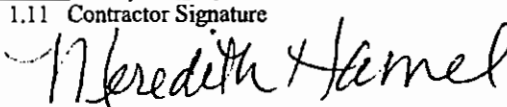
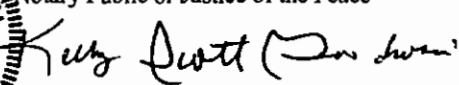
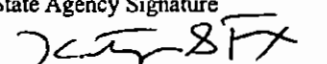
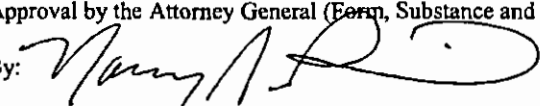
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

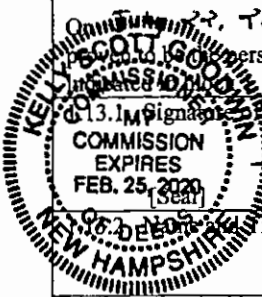
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |   |  |
|--|--|---|--|
| 1.1 State Agency Name<br>Department of Health and Human Services   |  | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857   |  |
| 1.3 Contractor Name<br>Hope on Haven Hill, Inc.  |  | 1.4 Contractor Address<br>326 Rochester Hill Road<br>Rochester, NH 03867  |  |
| 1.5 Contractor Phone Number<br>(603) 834-0766  | 1.6 Account Number<br>05-95-45-450010-6146 | 1.7 Completion Date<br>June 30, 2017  | 1.8 Price Limitation<br><del>\$500,000</del> \$482,119 |
| 1.9 Contracting Officer for State Agency<br>Eric D. Borrin, Director   |  | 1.10 State Agency Telephone Number<br>603-271-9558  |  |
| 1.11 Contractor Signature<br>   |  | 1.12 Name and Title of Contractor Signatory<br>Meredith Harnel, Chairperson<br>of Hope on Haven Hill Board of Directors |  |
| 1.13 Acknowledgement: State of <del>New Hampshire</del> County of <del>Stratford</del> <i>Stafford</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity of <i>Chairperson</i> . |  |   |  |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br>   |  |   |  |
| 1.13.2 Title of Notary or Justice of the Peace<br>KELLY SCOTT GOODWIN  |  |   |  |
| 1.14 State Agency Signature<br>   |  | 1.15 Name and Title of State Agency Signatory<br>Katya S. Fox, Director   |  |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |  |   |  |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: 7/29/2016   |  |   |  |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>By: _____ On: _____   |  |   |  |



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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials *MT*  
Date *7/22/16*



## Scope of Services

### **1. Provisions Applicable to All Services**

- 1.1. 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.
- 1.2. The Contractor shall ensure appropriate use of funds consistent with the Federally mandated purposes of the TANF program pursuant to 45 CFR 260.20, which may include:
  - 1.2.1. Food, clothing, shelter (rent assistance), utilities, household goods, personal care items, for up to four months for an individual family;
  - 1.2.2. Child care and transportation for up to four months for an individual family unless the parent is employed in which case services can be extended;
  - 1.2.3. Services such as substance use disorder treatment, counseling, case management, peer support, job retention and job advancement, including training and education, and other employment-related services that do not provide basic income support;
  - 1.2.4. Non-medical services not covered by Medicaid or private health insurance such as dental services, auto registration, personal care, and books and tuition subject to department approval.
- 1.3. The Contractor shall provide Substance Use Disorder (SUD) treatment, residential and/or supportive housing, and wraparound services to TANF eligible pregnant and/or parenting women who:
  - 1.3.1. Are experiencing substance use disorders;
  - 1.3.2. Have income at or below the 185% Federal Poverty Level; and
  - 1.3.3. Are homeless, or at risk of becoming homeless.
- 1.4. The Contractor shall keep record of participant eligibility determination, as specified in Section 1.3.
- 1.5. The Contractor shall expand current services, provide new beds, or increase services that are currently available. Funds for this project cannot supplant services currently available.
- 1.6. The Contractor shall be or become a New Hampshire Medicaid provider.
- 1.7. The Contractor shall work, in partnership with DHHS to review/assist the development of program processes, service provision, and overall program outcomes. Contractor shall work in collaboration with DHHS to ensure desired program benchmarks are achieved timely.
- 1.8. The Contractor shall comply with all relevant state and federal laws which include, but are not limited to:

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- 1.8.1. Requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects.
- 1.8.2. Informing and receiving the Department's approval prior to initiating any research involving the subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
- 1.9. The Contractor shall comply with the Department's Sentinel Event Reporting.
- 1.10. The Contractor shall use the Web Information Technology System or a comparable system to record all encounter notes, including, but not limited to, client activity and client contact within three (3) days following the activity or contact. The Contract shall:
  - 1.10.1. Ensure all client activity or contact includes, but is not limited to:
    - 1.10.1.1. Screening
    - 1.10.1.2. Feed determination
    - 1.10.1.3. Admission
    - 1.10.1.4. Billing
    - 1.10.1.5. Disenrollment
    - 1.10.1.6. Discharge Data
  - 1.10.2. Ensure all encounter notes track the client's progress with specific treatment goals and include clinical content of the sessions.

**2. Scope of Services**

- 2.1. The Contractor shall ensure TANF eligible pregnant and/or parenting women have access to services that include, but are not limited to:
  - 2.1.1. Substance Use Disorder (SUD) Residential Treatment Services.
  - 2.1.2. Outpatient SUD Treatment with Supportive Housing Services.
  - 2.1.3. Outpatient SUD Treatment with Housing Stabilization Services.
  - 2.1.4. Clinical staff to oversee treatment.
  - 2.1.5. Access to on- and/or off-site age developmentally appropriate childcare.
  - 2.1.6. Transportation services to and from non-medical services.
  - 2.1.7. Wraparound services.
  - 2.1.8. Case management services.
- 2.2. The Contractor shall ensure pregnant and/or parenting women have seamless access to services that will assist with reducing and removing barriers that are preventing full participation in the workforce and in the larger community.
- 2.3. The Contractor shall ensure services support a Continuum of Care that includes wraparound services that support pregnant and parenting women in working to end their dependence on public assistance; secure pregnant and parenting women's

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- ability to provide for their families; and address pregnant and parenting women's substance use disorders.
- 2.4. The Contractor shall conduct outreach activities that publicize vendor services available to the population being served, which may include but are not limited to:
- 2.4.1. Street outreach programs.
  - 2.4.2. Ongoing public service announcements (radio/television).
  - 2.4.3. Regular advertisements in local/regional print media.
  - 2.4.4. Posters placed in targeted areas.
  - 2.4.5. Frequent notification of availability of such SUD treatment and residential services for pregnant and parenting women and their children) distributed to the network of:
    - 2.4.5.1. Community based organizations.
    - 2.4.5.2. Health care providers.
    - 2.4.5.3. Social service agencies.
    - 2.4.5.4. Ethnic community based organizations.
- 2.5. The Contractor shall provide services according to evidence based models and/or best practices, including Trauma Informed Care, with the ability to monitor case management services, which shall include but is not limited to:
- 2.5.1. Initial intakes.
  - 2.5.2. Clinical evaluations to determine the clients Substance Use Disorder diagnoses based off the Diagnostic and Statistical Manual of Mental Disorders (DMS -5). A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction->
  - 2.5.3. Case assessments.
- 2.6. The Contractor shall ensure clients have access to and receive the appropriate ASAM levels of care and services according to their needs based upon the completed clinical evaluation. Counseling-Competencies/SMA15-4171. This may include, but is not limited to:
- 2.6.1. In-house, on-site, overnight substance used disorder (SUD) residential treatment services in a facility licensed, or in the process of being licensed within the first 6 months of the contract effective date, as a residential treatment facility pursuant to Administrative Rule He-P 807.
  - 2.6.2. Outpatient SUD Treatment Services with Supportive Housing on or off site with the ability to provide onsite substance use disorder treatment services. Supportive housing, may include, but is not limited to, apartments within an apartment complex, group housing, or shared housing.
  - 2.6.3. Outpatient SUD Treatment Services with Housing Stabilization Services that allow clients to remain in their homes while receiving scheduled onsite SUD treatment services.

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- 2.7. The Contractor shall ensure the basic needs of pregnant and parenting women receiving services and the basic needs of her child(ren) are met within the first 24 hours of receiving services, on an on-going basis while receiving services and after being discharged from services, which include, but are not limited to:
- 2.7.1. Housing.
  - 2.7.2. Food.
  - 2.7.3. Clothing.
  - 2.7.4. Diapers.
  - 2.7.5. Recovery Support Services
- 2.8. The Contractor shall admit both women and their children, who are under the age of 5 or not yet eligible for public school enrollment, into treatment services, as appropriate, allowing the child(ren) to remain in the mother's care. The Contractor shall ensure:
- 2.8.1. Safe Sleep environments for infants aimed at reducing the risk of Sudden Unexpected Infant Death syndrome, including Sudden Infant Death Syndrome (SIDS).
  - 2.8.2. Written policies are developed that describe the practices to be used to promote Safe Sleep, in accordance with recommendations for the American Academy of Pediatrics (AAP) when infants are napping or sleeping. For detailed information on safe sleep refer to <http://cfoc.nrckids.org/StandardView/3.1.4.1> and <http://pediatrics.aappublications.org/content/pediatrics/128/5/e1341.full.pdf>.
  - 2.8.3. Developmentally appropriate childcare shall be available to children, either through on-site care or through arrangements with an off-site licensed childcare provider. It is not expected the on-site facility be licensed but should follow NAEYC guidelines in regards to developmentally appropriate childcare.
- 2.9. The Contractor shall provide interim services or provide referrals to services, when no appropriate services are immediately available while managing a waiting list. The Contractor shall:
- 2.9.1. Provide or refer to interim services until the appropriate level of care becomes available, at either a contract agency or an alternative provider. These services may include, but are not limited to:
    - 2.9.1.1. At least one 60 minute individual or group outpatient session provided or offered per week;
    - 2.9.1.2. Recovery support services, as needed by the client;
    - 2.9.1.3. Individual and/or group counseling provided or offered on the effects of alcohol and other substance use of abuse effects on the fetus for pregnant woman.
    - 2.9.1.4. Daily calls to the client if an emergent need arises, to assess and respond.



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- 2.9.2. Provide counseling and education about HIV, Hepatitis C, (HepC), and Tuberculosis (TB), which shall include, but not be limited to:
    - 2.9.2.1. The risks of needle sharing.
    - 2.9.2.2. The risks of transmission to sexual partners and infants.
    - 2.9.2.3. Steps that can be taken to ensure that HIV, HepC, and TB transmission does not occur.
    - 2.9.2.4. Referral to HIV, HepC, or TB treatment services, if necessary.
    - 2.9.2.5. Referrals for prenatal care for pregnant women.
  - 2.9.3. Establish a waiting list that includes, but is not limited to:
    - 2.9.3.1. A unique patient identifier.
    - 2.9.3.2. Dates of requests for admission to treatment.
    - 2.9.3.3. Provision of interim services and sources of those services.
    - 2.9.3.4. Referrals made for treatment or interim services.
    - 2.9.3.5. Disposition of clients on the waiting list.
  - 2.10. The Contractor shall offer tobacco cessation tools and education to all clients receiving services. The Contractor shall:
    - 2.10.1. Assess clients for motivation in stopping the use of tobacco products;
    - 2.10.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
    - 2.10.3. Ensure tobacco use is not used as the sole reason for discharging clients from services being provided under this contract.
  - 2.11. The Contractor shall develop substance use disorder treatment plans for all clients based on clinical evaluation data and must address all ASAM (2013) domains. The Contractor shall:
    - 2.11.1. Update the treatment plans based on any changes in ASAM domain no less frequently than every four (4) sessions or every four (4) weeks, whichever is less frequent.
    - 2.11.2. Ensure treatment plan goals, objectives and interventions are written in terms that are specific, measurable, attainable, realistic and timely
    - 2.11.3. Ensure treatment plans include medication assisted treatment, when appropriate.
  - 2.12. The Contractor shall ensure treatment plans include, but are not limited to:
    - 2.12.1. A plan for permanent housing and recovery services.
    - 2.12.2. Sufficient case management services, which shall include but are not limited to, linking women with community services within the area in which she will be permanently housed after receiving treatment services.

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- 2.12.3. Transportation services to ensure that the women and their children have access to the treatment plan-specific services.
  - 2.12.4. Permanent housing and recovery services, which may include but are not limited to:
    - 2.12.4.1. Assistance with enrollment in Medicaid, the New Hampshire Health Protection Program, or other private insurance.
    - 2.12.4.2. Anger management classes.
    - 2.12.4.3. Financial management classes.
    - 2.12.4.4. Communication skills classes.
    - 2.12.4.5. Spiritual support.
    - 2.12.4.6. Health management, including stress management.
    - 2.12.4.7. Organization and time management classes.
    - 2.12.4.8. Parenting skills classes.
    - 2.12.4.9. Plan to transition clients to the community once discharged.
  - 2.13. The Contractor shall provide case management services with fidelity to the TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<http://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and the ASAM guidelines (<http://www.asam.org/publications/the-asam-criteria/about>), which include, but are not limited to:
    - 2.13.1. Life skills coaching.
    - 2.13.2. Employment services.
    - 2.13.3. Referral to community resources.
    - 2.13.4. Housing stability planning and support.
    - 2.13.5. Peer to peer counseling
    - 2.13.6. Individual or group substance use services delivered by providers working within their scope of practice.
    - 2.13.7. Non clinical services such as, but not limited to, job search, financial management, skills development, and paraprofessional counseling services for client and their families.
  - 2.14. The Contractor shall provide staffing to fulfill the roles and responsibilities that support activities of this Contract, which shall include, but is not limited to, behavioral health services that are delivered by providers operating within their scope of practice, in accordance with Chapter He-P 800 Residential Care and Health Facility Rules, Part He-P 807 Rules for Residential Treatment and Rehabilitation. These should include, but are not limited to:
    - 2.14.1. One (1) Masters Licensed Alcohol and Drug Counselor (MLADC).
    - 2.14.2. One (1) MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two (2) unlicensed counselors providing clinical services.

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- 2.14.3. A sufficient number of MLADCs and/or LADCs with Licensed Clinical Supervisor (LCS) credential to adequately provide for staff clinical supervision.
  - 2.14.4. One (1) Certified Recovery Support Worker (CRSW) for every 50 clients. All unlicensed staff providing clinical or recovery support services must attain certification as CRSWs within six (6) months of hire.
  - 2.14.5. One (1) full-time individual with experience in child social emotional development.
  - 2.14.6. One (1) director/executive director.
  - 2.15. The Contractor shall coordinate with a Department of Public Health Public Health Epidemiologist in order to collect data, complete surveillance, and complete evaluation of social determinants of health and other public health and community health indicators.
  - 2.16. The Contractor shall provide annual training to clinical staff on HCV/HIV/TB & STDs. The Contractor shall:
    - 2.16.1. Ensure in-service training is available to staff; or
    - 2.16.2. Ensure staff attend an offsite training as approved by the Department; and
    - 2.16.3. Provide a list of staff that attended and completed the trainings.
  - 2.17. The Contractor shall prioritize clients being served & ensure the safety of clients by:
    - 2.17.1. Assessing all clients for risk of self-harm at all phases of treatment as well as at discharge. Ensuring appropriate staffing levels and continuity of care is maintained in a state of an emergency.
    - 2.17.2. Creating safety and emergency procedures within 3 months of the contract effective date on the following:
      - 2.17.2.1. Medical emergencies
      - 2.17.2.2. Infection control and universal precautions, including use of protective clothing and devices
      - 2.17.2.3. Reporting employee injuries
      - 2.17.2.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures
      - 2.17.2.5. Emergency closings.
    - 2.17.3. Ensuring alternative housing is available for all clients and their children.
    - 2.17.4. Ensuring all staff receive training for emergency and disaster situations through continuous staff development that includes, but is not limited to:
      - 2.17.4.1. Adult and infant Cardiopulmonary Resuscitation (CPR)
      - 2.17.4.2. Use of Naloxone.
      - 2.17.4.3. Fire and safety policies and procedures.
      - 2.17.4.4. Universal precautions (for what?)

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2.18. The Contractor shall ensure services in this agreement continue beyond the contract end date. The Contractor shall:

2.18.1. Provide detailed plan for how services can be funded sustainably at the termination of the contract period.

2.19. The Contractor shall provide a written corrective action plan to the Department for review and approval no later than 10 days from receiving notice of noncompliance from the Department, if the Contractor is found out of compliance with any portion of this agreement including, but not limited to, reporting requirements and/or time frames specified in the contract.

2.20. The Contractor shall continue conducting activities specified in the corrective action plan described in Section 2.14, as monitored by the Department, until such time the Contractor comes into compliance with contract requirements.

### **3. Reporting**

3.1. The Contractor shall provide monthly reports that include, but are not limited to:

3.1.1. Year-to-date data on a Department-provided form.

3.1.2. Brief narrative identifying barriers experienced when providing services in the previous month.

3.1.3. Plan to address barriers identified in Section 3.1.2 during the following month.

### **4. Benchmarks**

4.1. The Contractor shall ensure 100% of services in this contract are operational no later than 6 months after the contract effective date.

4.2. The Contractor shall attempt to contact 95% of the individuals on the waiting list described in Section 2.4.3. at least one time per month.

### **5. Deliverables**

5.1. The Contractor shall provide a service implementation plan to ensure 100% of the services identified in this contract are available to a minimum of 8 families in the New Hampshire region.

5.2. The Contractor shall begin outreach activities to publicize contract services no later than 90 days from the contract effective date.

5.3. The Contractor shall provide copies of all media used for outreach activities to the Department for approval no later than 60 days from the contract effective date.

5.4. The Contractor shall provide written policies identified in Section 2.3.2 to the Department no later than 60 days from the contract effective date.

5.5. The Contractor shall provide a copy of the waiting list described in Section 2.4.3 to the Department every 60 days.

5.6. The Contractor shall provide safety and emergency procedures in Section 2.10.3 to the Department no later than 60 days from the contract effective date.

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- 5.7. The Contractor shall provide sample staff development curriculum used in trainings described in Section 2.10.5 to the Department no later than 60 days after the contract effective date.
- 5.8. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department no later than December 30, 2016.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in accordance with the budget in Exhibit B-1, Budget for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with federal funds. Department access to federal funding is dependent upon requirements of the Catalog of Federal and Domestic Assistance (CFDA) # 93.558 with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.558, U.S. Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families Program.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 3.2. The invoice must be submitted by mail or e-mail to:  
Financial Manager-Division of Family Assistance  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
4. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

**Exhibit B-1 Budget**

Open Doors to provide 50% of services for the year for RESIDENTIAL FACILITY, remaining 50% to be made in matching funds with fundraisers, donations, billing for direct services. Outpatient services to begin within 6 months of contract. 100% of services assigned Open Doors however billing system will be instituted to bill for services covered by medical aid along with nominal fees for ancillary services provided.

**Expenses:**

**2016-2017**

**A. Personnel**

**1. TOTAL SALARIES/WAGES:**

**Direct Program Staff:**

|   |                      |                      |
|---|----------------------|----------------------|
| · HHH Program Director- (40.00 hrs/wk x \$31.25 per hr x 52 wks)  | \$ 65,000.00         | \$ 32,500.00         |
| · HHH Clinical Director-MLADC, LCISW (40.00 hrs/wk x \$31.25 per hr x 52 wks)   | \$ 65,000.00         | \$ 32,500.00         |
| · HHH MLDAC- (32.00 hrs/wk x \$28.00 per hr x 52 wks)   | \$ 46,592.00         | \$ 23,296.00         |
| · HHH Case Manager- (20.00 hrs/wk x \$16.71 per hr x 52 wks)  | \$ 34,756.80         | \$ 17,378.40         |
| · HHH 3 Overnight Staff- (48.00 hrs/wk x \$15.40 per hr x 52 wks) (20.00 hrs/wk x \$14.98 per hr x 52 wks) (40.00 hrs/wk x \$15.40 per hr x 52 wks) | \$ 86,049.60         | \$ 43,024.80         |
| <b>Total Direct Program Staff</b>   | <b>\$ 297,398.40</b> | <b>\$ 148,699.20</b> |

**Management Staff:**

|   |              |              |
|---|--------------|--------------|
| · HHH ED- (20.00 hrs/wk x \$31.25 per hr x 52 wks)            | \$ 32,500.00 | \$ 16,250.00 |
| · HHH Admin Assist- (40.00 hrs/wk x \$14.40 per hr x 52 wks)  | \$ 29,952.00 | \$ 14,976.00 |
| · HHH Billing/Coder- (20.00 hrs/wk x \$18.50 per hr x 52 wks) | \$ 19,240.00 | \$ 9,620.00  |

**Total Management Staff** \$ 81,692.00 \$ 40,846.00

**Total Direct Staff + Management Staff** \$ 379,090.40 \$ 189,545.20

**TOTAL: SALARYWAGES (A)** \$ 379,090.40 \$ 189,545.20

**2. EMPLOYEE BENEFITS:**

|  |               |              |
|--|---------------|--------------|
| · Health, Dental, Life, STD, FICA, Unemployment, Workers Compensation = 28% of t | \$ 106,145.31 | \$ 53,072.66 |
|--|---------------|--------------|

**TOTAL: EMPLOYEE BENEFITS (B)** \$ 106,145.31 \$ 53,072.66

**TOTAL PERSONNEL (A + B)** \$ 485,235.71 \$ 242,617.86

**3. CONSULTANTS:**

|                               |              |        |
|-------------------------------|--------------|--------|
| Development of Infrastructure | \$ 20,000.00 | 10,000 |
|-------------------------------|--------------|--------|

**Total Consultant** \$ 20,000.00

Contractor Initials: MT

Date: 1/22/16

**Exhibit B-1 Budget**

**4. EQUIPMENT:**

|  |    |           |                 |             |
|--|----|-----------|-----------------|-------------|
| · Cell phone \$400 x4, 5 agency laptops x 700, | \$ | 5,100.00  | \$              | 2,550.00    |
| <b>Total Equipment</b>                         |    | <u>\$</u> | <u>5,100.00</u> | \$ 2,550.00 |

**5. SUPPLIES:**

|                               |    |           |                 |             |
|-------------------------------|----|-----------|-----------------|-------------|
| · General Office Supplies     | \$ | 5,000.00  | \$              | 2,500.00    |
| · Education Supplies families | \$ | 1,000.00  | \$              | 500.00      |
| <b>Total Supplies</b>         |    | <u>\$</u> | <u>6,000.00</u> | \$ 3,000.00 |

**6. TRAVEL:**

|  |    |           |                 |             |
|--|----|-----------|-----------------|-------------|
| · Staff Travel Reimbursement (\$.50 per mile x 40 miles/week x 3 staff x 52 weeks) | \$ | 3,120.00  | \$              | 1,560.00    |
| <b>Total Travel</b>  |    | <u>\$</u> | <u>3,120.00</u> | \$ 1,560.00 |

**7. OCCUPANCY:**

|   |    |           |                  |              |
|---|----|-----------|------------------|--------------|
| facilities lease based on fair market rate \$14.00 triple net | \$ | 31,640.00 | \$               | 15,820.00    |
| snow and lawn care  | \$ | 4,000.00  | \$               | 2,000.00     |
| repairs and maintenance                                       | \$ | 5,000.00  | \$               | 2,500.00     |
| Utilities   | \$ | 6,880.00  | \$               | 3,440.00     |
| <b>Total Occupancy</b>  |    | <u>\$</u> | <u>47,520.00</u> | \$ 23,760.00 |

**8. CURRENT EXPENSES:**

|  |    |           |                   |              |
|--|----|-----------|-------------------|--------------|
| · Telephone (\$200/month cell 55 x4 x 12   | \$ | 5,040.00  | \$                | 2,520.00     |
| background check   | \$ | 1,150.00  | \$                | 575.00       |
| · Postage  | \$ | 1,000.00  | \$                | 500.00       |
| · Subscriptions;   | \$ | 500.00    | \$                | 250.00       |
| · Payroll  | \$ | 3,500.00  | \$                | 1,750.00     |
| · Audit and Legal  | \$ | 10,000.00 | \$                | 5,000.00     |
| Meals without USDA reimbursement \$3/meal/day/adult  | \$ | 26,280.00 | \$                | 13,140.00    |
| cleaning and laundry supplies  | \$ | 2,000.00  | \$                | 1,000.00     |
| Child Care   | \$ | 20,000.00 | \$                | 10,000.00    |
| Transportation   | \$ | 10,000.00 | \$                | 5,000.00     |
| Nonmedical Services not covered by medicaid  | \$ | 20,000.00 | \$                | 10,000.00    |
| · Insurance includes Malpractice, General Liability and Property Insurance, state license fee, auto insur. | \$ | 9,780.00  | \$                | 4,890.00     |
| <b>Total Current Expenses</b>  |    | <u>\$</u> | <u>109,250.00</u> | \$ 54,625.00 |

Contractor Initials: *JMH*  
 Date: *9/22/16*



**Exhibit B-1 Budget**

|   |                      |                     |
|---|----------------------|---------------------|
| <b>9. Software:</b>   | \$ 2,000.00          | \$ 1,000.00         |
| <b>Total Software</b>   | <u>\$ 2,000.00</u>   | \$ 1,000.00         |
| <b>10. Marketing / Communications</b>                               |                      |                     |
| Flyers, Brochures, PSA's, Website, business cards                   | \$ 2,500.00          | \$ 1,250.00         |
| <b>Total Marketing/Communications</b>                               | <u>\$ 2,500.00</u>   | \$ 1,250.00         |
| <b>11. STAFF EDUCATION/TRAINING:</b>                                |                      |                     |
| Professional Development  | \$ 4,250.00          | \$ 2,125.00         |
| <b>Total Staff Education/Training</b>                               | <u>\$ 4,250.00</u>   | \$ 2,125.00         |
| <b>12. SUBCONTRACTS/AGREEMENTS:</b>                                 |                      |                     |
| <b>Total Subcontracts/Agreements</b>                                | <u>\$ -</u>          |                     |
| <b>13. OTHER:</b>   |                      |                     |
| Funds for translation services for families requiring this service  | \$ 1,000.00          | \$ 500.00           |
| <b>Total Other</b>  | <u>\$ 1,000.00</u>   | \$ 500.00           |
| <b>14. Outpatient Staff for waitlist/transitioning residents</b>    |                      |                     |
| Staff MLADC ; 32 hr/wk x \$28 per hr x 52 wk                        |                      | \$46,592.00         |
| Substance Use Disorder Counselor; 32 hr/wk x \$15.61 per hr x 52 wk |                      | \$25,975.04         |
| Case Manager 0.5 FTE; 20 hr/wk x \$16.71 per hr x 52 wk             |                      | \$17,378.40         |
| <b>Total Outpatient staff</b>                                       |                      | <u>\$89,945.44</u>  |
| <b>15. Total Benefits Outpatient Staff: as above 28% salary</b>     |                      | \$25,184.72         |
| <b>16. Current Expenses as above: 25% for Outpatient services</b>   |                      | \$27,312.50         |
| <b>17. Outpatient Lease Space</b>                                   |                      |                     |
| <b>Total</b>  |                      | \$24,000.00         |
| <b>TOTAL EXPENSES</b>   | <u>\$ 685,979.71</u> | <u>\$482,118.01</u> |

Contractor Initials: mtt  
 Date: 7/28/16

Exhibit B-1 Budget

|  |                      |
|--|----------------------|
|  | \$ (342,243.71)      |
| <b>REVENUE</b>   |                      |
| NH Medicaid pregnant woman/day \$162.60 avg stay 180 days x 4 women  | \$ 117,072.00        |
| NH Medicaid woman and child/day \$228.00 avg stay 180 days x 4 women | \$ 164,160.00        |
| Self Pay \$550/ day avg stay 180 days x 1 woman                      |                      |
| Donations  | \$ 10,000.00         |
| Development Based on 2015-2016 figures                               |                      |
| Open House   | \$ 6,500.00          |
| Golf Tournament  | \$ 30,000.00         |
| Pancake Breakfast  | \$ 1,000.00          |
| Fall Gala  | \$ 10,000.00         |
| Twice the Fun  | \$ 5,000.00          |
| <b>TOTAL</b>   | <b>\$ 343,732.00</b> |

Contractor Initials: MH  
Date: 7/22/16



**SPECIAL PROVISIONS**

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

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



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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.

MT

7/22/16



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*MA*

7/22/16





**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

MH

7/22/16

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)

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

Contractor Name:

7/22/16  
Date

Meredith Hamel Chairperson  
Name: Board of Directors  
Title: Hope on Haren Hill

Contractor Initials MT  
Date 7/22/16



**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:

7/22/16  
Date

Meredith Hamel Chairperson  
Name: Board of Directors  
Title: Hope on Haren Hill

Contractor Initials MH  
Date 7/22/16



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

7/22/16  
Date

Meredith Hamel, Chairperson  
Name: Board of Directors  
Title: Hope on Haven Hill

Contractor Initials MH  
Date 7/22/16



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

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

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

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

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

Exhibit G

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

Contractor Initials

*MAH*

Date

*1/22/16*

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:

7/22/16  
Date

Meredith Hamel, Chairperson  
Name: Board of Directors  
Title: Hope on Haven Hill

Exhibit G

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

Contractor Initials

MH

Date

7/22/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

7/22/16  
Date

Meredith Hamel, Chairperson  
Name:  
Title: Board of Directors,  
Hope on Haven Hill

Contractor Initials MH  
Date 7/22/16





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

*MA*

*7/22/16*



Exhibit I

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

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

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

*mt*

*7/22/16*



Exhibit I

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

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

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

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

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

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

*MA*

7/22/16



Exhibit I

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



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.

*MH*

*7/22/16*



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.

DHHS  
The State

Hope on Haven Hill  
Name of the Contractor

Katy & FX  
Signature of Authorized Representative

Meredith Hamel  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Meredith Hamel  
Name of Authorized Representative

Director  
Title of Authorized Representative

Chairperson - Board of Directors  
Title of Authorized Representative

7/28/16  
Date

7/22/16  
Date



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

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

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

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

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

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

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

Contractor Name:

7/22/16  
Date

Meredith Hamel  
Name: Chairperson, Board of  
Title: Directors, Hope on Haven Hill

Contractor Initials MH  
Date 7/22/16

New Hampshire Department of Health and Human Services  
Exhibit J



**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: 080088208
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?

X 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  
OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders**

This 3rd Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as "Amendment #3") dated this 19th of April 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 122 Market Street Manchester, NH 03101 .

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 21, 2016 (Item #11) as amended on April 19, 2017 (Item #5A) and on June 21, 2017 (Item #20A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Paragraph 3, the State modify the scope of work and the payment schedule of the contract and renew contract services for up to two (2) additional years, upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,498,414.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit A, Scope of Services, Section 2, Subsection 2.11, Paragraph 2.11.4, to read:  

2.11.4 Ensure, if the performance of services involves the collection, transmission, storage or disclosure of substance use disorder (SUD) records, information, or data created by a 42 CFR Part 2 provider, that safeguards, including consent and notices required by 42 CFR Part 2, are provided prior to any disclosure of Part 2 information.



**New Hampshire Department of Health and Human Services  
OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders**

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6. Add Exhibit B-1 Amendment #3, SFY 2019 Budget.
7. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services  
 OPEN DOORS – Homelessness Prevention  
 and Supports for Low Income Pregnant and Parenting Women  
 with Substance Use Disorders**

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
 Department of Health and Human Services

*Christine M. Tappan*

Christine M. Tappan  
 Associate Commissioner

6/1/18  
 Date

Families in Transition

*Maureen Beauregard*

Name: Maureen Beauregard  
 Title: President

May 18, 2018  
 Date

**Acknowledgement:**

State of New Hampshire, County of Hillsborough on May 18, 2018, before the undersigned officer, personally appeared the person identified 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.

Signature of Notary Public or Justice of the Peace

*Ruth Syrek, Admin Asst. / Notary Public*

Name and Title of Notary or Justice of the Peace

Ruth Syrek, Admin Asst. / Notary Public

**RUTH A. SYREK, Notary Public**  
 My Commission Expires October 16, 2018



**New Hampshire Department of Health and Human Services  
 OPEN DOORS – Homelessness Prevention  
 and Supports for Low Income Pregnant and Parenting Women  
 with Substance Use Disorders**

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

OFFICE OF THE ATTORNEY GENERAL

6/6/18  
 Date

*RWR*  
 Name: *Rebecca W. Ross*  
 Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name:  
 Title:

Exhibit B-1 Amendment #3

SFY 2019 Budget

Families in Transition

Open Doors Budget

SFY 2019

|                                     |         |                                     |
|-------------------------------------|---------|-------------------------------------|
| VP of Clinical Services             | 39,100  |                                     |
| Program Manager                     | 62,730  |                                     |
| Therapist                           | 52,280  |                                     |
| Treatment Coordinator               | 19,000  | 2,470.00                            |
| Recovery Support Workers (24-7)     | 219,275 |                                     |
| Benefits                            | 74,014  |                                     |
|                                     |         | 466,400 total salaries and benefits |
| Computers/Printers                  | 2,600   |                                     |
| Educational/client program supplies | 2,500   |                                     |
| Lab                                 | 3,300   |                                     |
| Office Supplies                     | 1,200   |                                     |
| Travel                              | 1,000   |                                     |
| Telephone                           | 1,500   |                                     |
| Insurance                           | 1,500   |                                     |
| Advertising                         | 2,500   |                                     |
| Staff Education/Trainings           | 6,000   |                                     |
| Client Basic Needs - Rent           | 5,000   |                                     |
| Client Basic Needs - Clothes        | 1,000   |                                     |
| Client Basic Needs - Food           | 3,500   |                                     |
| Client Basic Needs - Bus Passes     | 1,000   |                                     |
| Office Furniture                    | 1,000   |                                     |
|                                     | 500,000 |                                     |



Exhibit K

DHHS Information Security Requirements

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A. Definitions

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

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

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

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



Exhibit K

DHHS Information Security Requirements

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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



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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DHHS Information Security Requirements

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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



Exhibit K

DHHS Information Security Requirements

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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.).



Exhibit K

DHHS Information Security Requirements

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



Exhibit K

DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and 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.



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



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

# State of New Hampshire

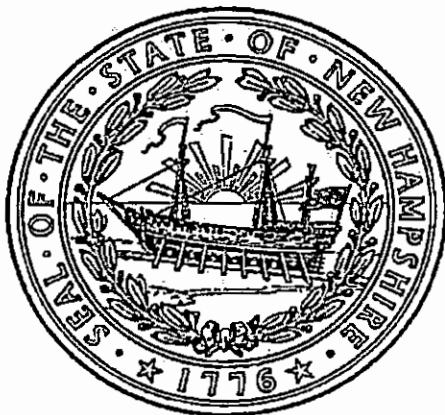
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIT/NHNH, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. 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: 207982

Certificate Number: 0004088815



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th 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 VOTE

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

1. I am a duly elected Officer of Families in Transition.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 18, 2018:  
(Date)

**RESOLVED:** That the President  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 18 day of May, 2018.  
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



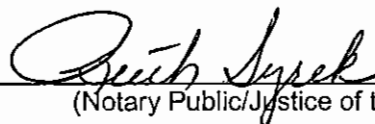
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 18 day of May, 2018,

By Dick Anagnost.  
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**RUTH A. SYREK, Notary Public**  
My Commission Expires October 16, 2018

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





FAMIINT-01

DBEAUDOIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2018

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

|   |   |  |                               |
|---|---|--|-------------------------------|
| <b>PRODUCER</b><br>Davis & Towle Morrill & Everett, Inc.<br>115 Airport Road<br>Concord, NH 03301 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (603) 225-6611                    |  | FAX (A/C, No): (603) 225-7935 |
|   | <b>E-MAIL ADDRESS:</b>  |  |                               |
| <b>INSURED</b><br><br>FIT/NHH, Inc.<br>122 Market St<br>Manchester, NH 03101                      | <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>                 |
|   | <b>INSURER A:</b> Selective Insurance Group Inc.                                |  |                               |
|   | <b>INSURER B:</b> Granite State Health Care & Human Services Self Insured Group |  |                               |
|   | <b>INSURER C:</b>   |  |                               |
|   | <b>INSURER D:</b>   |  |                               |
|   | <b>INSURER E:</b>   |  |                               |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | S2332697-00     | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 20,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | S2332697-00     | 01/01/2018              | 01/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           |          | S2332697-00     | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | HCHS20180000019 | 02/01/2018              | 02/01/2019              | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*\*\*Workers Compensation Information\*\*\*  
3A State: NH

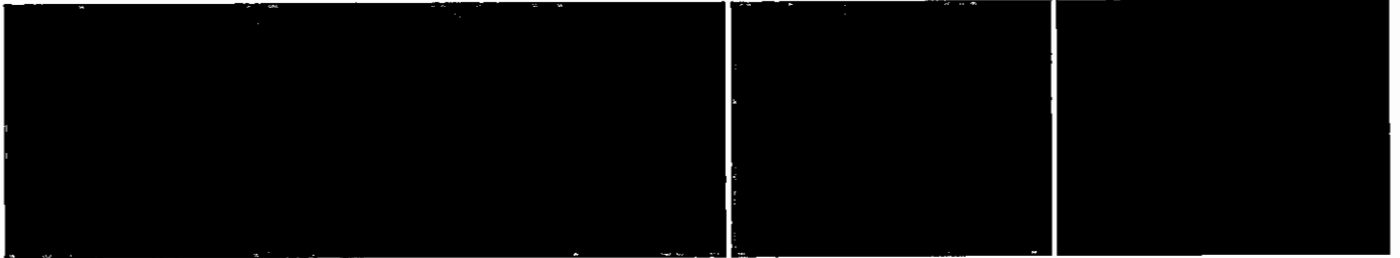
**CERTIFICATE HOLDER**

**CANCELLATION**

|   |   |
|---|---|
| State of NH, DHHS<br>129 Pleasant Street<br>Concord, NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Donna P. Beaudoin</i> |
|---|---|

# Our Mission

The mission of FIT/NHNNH is to provide hunger relief, emergency shelter, safe affordable housing, and supportive services to individuals and families who are homeless or in need, enabling them to gain self-sufficiency and respect.



**CONSOLIDATED FINANCIAL STATEMENTS**

**and**

**SUPPLEMENTARY INFORMATION**

**December 31, 2017**

**(With Comparative Totals for 2016)**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2017 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; 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 audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. 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 the entity'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 the entity'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 consolidated financial position of the Organization as of December 31, 2017, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

***Report on Summarized Comparative Information***

We have previously audited the Organization's 2016 consolidated financial statements and, in our report dated March 29, 2017, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2016 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

***Other Matter***

***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2017, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such 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 audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such 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 U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 30, 2018

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Financial Position**

**December 31, 2017  
(With Comparative Totals for December 31, 2016)**

|  | <u>2017</u>          | <u>2016</u>          |
|--|----------------------|----------------------|
| <b>ASSETS</b>                          |                      |                      |
| Current assets                         |                      |                      |
| Cash and cash equivalents              | \$ 1,062,497         | \$ 797,760           |
| Funds held as fiscal agent             | 96,383               | 91,897               |
| Accounts receivable                    | 38,380               | 21,649               |
| Grants and contributions receivable    | 451,664              | 323,416              |
| Prepaid expenses                       | 33,229               | 35,838               |
| Due from related parties               | -                    | 8,208                |
| Other current assets                   | <u>43,097</u>        | <u>42,795</u>        |
| Total current assets                   | 1,725,250            | 1,321,563            |
| Replacement reserves                   | 292,264              | 333,855              |
| Reserve cash designated for properties | 722,130              | 737,887              |
| Investments                            | -                    | 2,994                |
| Investment in related entity           | 1,001                | 1,001                |
| Property and equipment, net            | 26,210,337           | 26,990,325           |
| Development in process                 | 2,090,031            | 158,991              |
| Other assets, net                      | <u>103,449</u>       | <u>116,646</u>       |
| Total assets                           | \$ <u>31,144,462</u> | \$ <u>29,663,262</u> |
| <b>LIABILITIES AND NET ASSETS</b>      |                      |                      |
| Current liabilities                    |                      |                      |
| Current portion of long-term debt      | \$ 216,147           | \$ 204,278           |
| Accounts payable                       | 220,829              | 168,988              |
| Accrued expenses                       | 217,676              | 207,932              |
| Funds held as fiscal agent             | 96,383               | 91,897               |
| Other current liabilities              | <u>49,504</u>        | <u>48,106</u>        |
| Total current liabilities              | 800,539              | 721,201              |
| Long-term debt, less current portion   | <u>11,317,970</u>    | <u>10,831,602</u>    |
| Total liabilities                      | <u>12,118,509</u>    | <u>11,552,803</u>    |
| Net assets                             |                      |                      |
| Unrestricted - controlling interest    | 14,563,053           | 12,887,376           |
| Unrestricted - noncontrolling interest | <u>3,565,478</u>     | <u>4,808,111</u>     |
| Total unrestricted                     | 18,128,531           | 17,695,487           |
| Temporarily restricted                 | <u>897,422</u>       | <u>414,972</u>       |
| Total net assets                       | <u>19,025,953</u>    | <u>18,110,459</u>    |
| Total liabilities and net assets       | \$ <u>31,144,462</u> | \$ <u>29,663,262</u> |

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Activities**

**Year Ended December 31, 2017**

**(With Comparative Totals for the Year Ended December 31, 2016)**

|  | Unrestricted -<br>Controlling<br>Interest | Unrestricted -<br>Noncontrolling<br>Interest | Total Unrestricted   | Temporarily<br>Restricted | Total<br>2017        | Total<br>2016        |
|--|---|--|----------------------|---------------------------|----------------------|----------------------|
| <b>Revenue and support</b>   |   |  |                      |                           |                      |                      |
| Federal, state and other grant support   | \$ 2,564,953                              | \$ -   | \$ 2,564,953         | \$ 647,794                | \$ 3,212,747         | \$ 2,349,452         |
| Rental income, net of vacancies  | 1,841,064                                 | -  | 1,841,064            | -                         | 1,841,064            | 1,779,729            |
| Thrift store sales   | 685,756                                   | -  | 685,756              | -                         | 685,756              | 733,574              |
| Public support   | 425,225                                   | -  | 425,225              | -                         | 425,225              | 291,046              |
| Tax credit revenue   | -   | -  | -                    | 80,000                    | 80,000               | 70,000               |
| Special events   | 197,191                                   | -  | 197,191              | -                         | 197,191              | 200,057              |
| VISTA program revenue  | 125,742                                   | -  | 125,742              | -                         | 125,742              | 83,649               |
| Unrealized gains on investments  | 1,270                                     | -  | 1,270                | -                         | 1,270                | 3,906                |
| Gain (loss) on disposal of assets  | 5,133                                     | -  | 5,133                | -                         | 5,133                | (28,156)             |
| Interest income  | 31,519                                    | -  | 31,519               | -                         | 31,519               | 29,107               |
| In-kind donations  | 61,548                                    | -  | 61,548               | -                         | 61,548               | 22,549               |
| Forgiveness of debt  | 131,267                                   | -  | 131,267              | -                         | 131,267              | 131,267              |
| Medicaid reimbursements  | 411,535                                   | -  | 411,535              | -                         | 411,535              | 248,815              |
| Other income   | 105,860                                   | -  | 105,860              | -                         | 105,860              | 74,812               |
| Net assets released from restrictions  | <u>245,344</u>                            | <u>-</u>                                     | <u>245,344</u>       | <u>(245,344)</u>          | <u>-</u>             | <u>-</u>             |
| <b>Total revenue and support</b>   | <u>6,833,407</u>                          | <u>-</u>                                     | <u>6,833,407</u>     | <u>482,450</u>            | <u>7,315,857</u>     | <u>5,989,807</u>     |
| <b>Expenses</b>  |   |  |                      |                           |                      |                      |
| Program activities   |   |  |                      |                           |                      |                      |
| Housing  | 6,299,553                                 | -  | 6,299,553            | -                         | 6,299,553            | 5,260,642            |
| Thrift store   | <u>681,291</u>                            | <u>-</u>                                     | <u>681,291</u>       | <u>-</u>                  | <u>681,291</u>       | <u>590,896</u>       |
| Total program activities   | 6,980,844                                 | -  | 6,980,844            | -                         | 6,980,844            | 5,851,538            |
| Fundraising  | 418,486                                   | -  | 418,486              | -                         | 418,486              | 402,696              |
| Management and general   | <u>539,803</u>                            | <u>-</u>                                     | <u>539,803</u>       | <u>-</u>                  | <u>539,803</u>       | <u>457,590</u>       |
| <b>Total expenses</b>  | <u>7,939,133</u>                          | <u>-</u>                                     | <u>7,939,133</u>     | <u>-</u>                  | <u>7,939,133</u>     | <u>6,711,824</u>     |
| (Deficiency) excess of revenue and support over expenses                                       | (1,105,726)                               | -  | (1,105,726)          | 482,450                   | (623,276)            | (722,017)            |
| Grants and contributions for capital projects  | 1,538,770                                 | -  | 1,538,770            | -                         | 1,538,770            | 7,300                |
| Transfer of noncontrolling interest resulting from dissolution of limited partnership          | <u>848,610</u>                            | <u>(848,610)</u>                             | <u>-</u>             | <u>-</u>                  | <u>-</u>             | <u>-</u>             |
| Change in net assets   | 1,281,654                                 | (848,610)                                    | 433,044              | 482,450                   | 915,494              | (714,717)            |
| Change in net assets attributable to noncontrolling interest in subsidiaries                   | <u>394,023</u>                            | <u>(394,023)</u>                             | <u>-</u>             | <u>-</u>                  | <u>-</u>             | <u>-</u>             |
| Change in net assets after reclassification of portion attributable to noncontrolling interest | 1,675,677                                 | (1,242,633)                                  | 433,044              | 482,450                   | 915,494              | (714,717)            |
| Net assets, beginning of year, restated  | <u>12,887,376</u>                         | <u>4,808,111</u>                             | <u>17,695,487</u>    | <u>414,972</u>            | <u>18,110,459</u>    | <u>18,825,176</u>    |
| Net assets, end of year  | <u>\$ 14,563,053</u>                      | <u>\$ 3,565,478</u>                          | <u>\$ 18,128,531</u> | <u>\$ 897,422</u>         | <u>\$ 19,025,953</u> | <u>\$ 18,110,459</u> |

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Functional Expenses**

**Year Ended December 31, 2017**

**(With Comparative Totals for the Year Ended December 31, 2016)**

|                             | Program Activities  |                   |                   | Management<br>and General | 2017<br>Total       | 2016<br>Total       |
|-----------------------------|---------------------|-------------------|-------------------|---------------------------|---------------------|---------------------|
|                             | Housing             | Thrift Store      | Fundraising       |                           |                     |                     |
| Salaries and benefits       |                     |                   |                   |                           |                     |                     |
| Salaries and wages          | \$ 2,321,553        | \$ 398,751        | \$ 239,433        | \$ 208,629                | \$ 3,168,366        | \$ 2,374,819        |
| Employee benefits           | 292,962             | 23,458            | 17,717            | 15,438                    | 349,575             | 239,051             |
| Payroll taxes               | <u>154,646</u>      | <u>30,788</u>     | <u>26,061</u>     | <u>22,709</u>             | <u>234,204</u>      | <u>176,891</u>      |
| Total salaries and benefits | 2,769,161           | 452,997           | 283,211           | 246,776                   | 3,752,145           | 2,790,761           |
| Other expenses              |                     |                   |                   |                           |                     |                     |
| Advertising                 | 9,973               | 24,062            | 1,176             | 1,025                     | 36,236              | 45,919              |
| Amortization                | 13,197              | -                 | -                 | -                         | 13,197              | 13,197              |
| Application and permit fees | 1,640               | -                 | -                 | 375                       | 2,015               | 5,015               |
| Bad debts                   | 26,124              | -                 | -                 | -                         | 26,124              | 32,403              |
| Bank charges                | -                   | -                 | -                 | 17,875                    | 17,875              | 15,602              |
| Consultants                 | 59,296              | 3,017             | 8,862             | 6,963                     | 78,138              | 77,186              |
| Depreciation                | 952,355             | 10,129            | 21,808            | 19,002                    | 1,003,294           | 987,859             |
| Events                      | 1,966               | 2,615             | 56,600            | -                         | 61,181              | 53,174              |
| General insurance           | 124,169             | 7,035             | 495               | 22,205                    | 153,904             | 143,622             |
| Interest expense            | 174,616             | 660               | -                 | -                         | 175,276             | 180,332             |
| Management fees             | 6,487               | -                 | -                 | -                         | 6,487               | 14,679              |
| Meals and entertainment     | 4,176               | 131               | 467               | 407                       | 5,181               | 7,656               |
| Membership dues             | 8,209               | -                 | 969               | 844                       | 10,022              | 10,600              |
| Office supplies             | 95,970              | 17,988            | 11,506            | 10,026                    | 135,490             | 128,829             |
| Participant expenses        | 96,532              | 450               | -                 | 2,237                     | 99,219              | 74,023              |
| Postage                     | 6,296               | -                 | 806               | 702                       | 7,804               | 4,679               |
| Printing                    | 16,517              | 4,486             | 1,910             | 1,664                     | 24,577              | 22,546              |
| Professional fees           | -                   | -                 | -                 | 182,974                   | 182,974             | 127,545             |
| Related entity expense      | (60,000)            | 60,000            | -                 | -                         | -                   | -                   |
| Rental subsidies            | 298,272             | -                 | -                 | -                         | 298,272             | 223,872             |
| Repairs and maintenance     | 360,187             | 39,875            | 4,847             | 4,223                     | 409,132             | 429,714             |
| Staff development           | 19,087              | 37                | 2,144             | 1,868                     | 23,136              | 12,039              |
| Taxes                       | 325,478             | 2,706             | -                 | -                         | 328,184             | 326,539             |
| Technology support          | 52,606              | 1,161             | 6,247             | 5,443                     | 65,457              | 74,381              |
| Telephone                   | 71,136              | 5,920             | 7,407             | 6,454                     | 90,917              | 84,460              |
| Travel                      | 30,719              | 6,553             | 3,855             | 3,359                     | 44,486              | 46,755              |
| Utilities                   | 410,784             | 33,278            | -                 | -                         | 444,062             | 416,420             |
| VISTA program               | 359,804             | -                 | -                 | -                         | 359,804             | 290,379             |
| Workers' compensation       | <u>64,796</u>       | <u>8,191</u>      | <u>6,176</u>      | <u>5,381</u>              | <u>84,544</u>       | <u>71,638</u>       |
| Total expenses              | \$ <u>6,299,553</u> | \$ <u>681,291</u> | \$ <u>418,486</u> | \$ <u>539,803</u>         | \$ <u>7,939,133</u> | \$ <u>6,711,824</u> |

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



**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Cash Flows**

**Year Ended December 31, 2017**

**(With Comparative Totals for the Year Ended December 31, 2016)**

|  | <u>2017</u>         | <u>2016</u>         |
|--|---------------------|---------------------|
| Cash flows from operating activities   |                     |                     |
| Change in net assets   | \$ 915,494          | \$ (714,717)        |
| Adjustments to reconcile change in net assets to net cash provided by operating activities |                     |                     |
| Depreciation and amortization  | 1,016,491           | 1,001,056           |
| Grants and contributions for capital projects  | (1,538,770)         | (7,300)             |
| Forgiveness of debt  | (131,267)           | (131,267)           |
| Unrealized gains on investments  | (1,270)             | (3,906)             |
| (Gain) loss on disposal of assets  | (5,133)             | 28,156              |
| Decrease (increase) in:  |                     |                     |
| Accounts receivable  | (16,731)            | 1,803               |
| Grants and contributions receivable  | (128,248)           | 632                 |
| Prepaid expenses   | 2,609               | 7,317               |
| Other current assets   | (302)               | (1,493)             |
| Increase (decrease) in:  |                     |                     |
| Accounts payable   | 51,841              | (34,955)            |
| Accrued expenses   | 9,744               | 55,302              |
| Due to related party   | -                   | (869)               |
| Other current liabilities  | 1,398               | 3,441               |
| Net cash provided by operating activities  | <u>175,856</u>      | <u>203,200</u>      |
| Cash flows from investing activities   |                     |                     |
| Repayments of advances to related parties  | 8,208               | 601                 |
| Net withdrawals from (deposits to) reserve accounts  | 57,348              | (22,933)            |
| Proceeds from sale of investments  | 4,264               | 11,347              |
| Investment in development in process   | (1,931,040)         | (689,070)           |
| Proceeds from disposal of assets   | 5,133               | -                   |
| Acquisition of property and equipment  | <u>(162,691)</u>    | <u>(152,990)</u>    |
| Net cash used by investing activities  | <u>(2,018,778)</u>  | <u>(853,045)</u>    |
| Cash flows from financing activities   |                     |                     |
| Grants and contributions for capital projects  | 1,538,770           | 31,724              |
| Proceeds from long-term borrowings   | 772,009             | 570,377             |
| Payments on long-term debt   | <u>(203,120)</u>    | <u>(182,122)</u>    |
| Net cash provided by financing activities  | <u>2,107,659</u>    | <u>419,979</u>      |
| Net increase (decrease) in cash and cash equivalents                                       | 264,737             | (229,866)           |
| Cash and cash equivalents, beginning of year   | <u>797,760</u>      | <u>1,027,626</u>    |
| Cash and cash equivalents, end of year   | <u>\$ 1,062,497</u> | <u>\$ 797,760</u>   |
| Supplemental disclosure  |                     |                     |
| Acquisition of property and equipment through long-term borrowings from seller             | <u>\$ 60,615</u>    | <u>\$ -</u>         |
| Property and equipment transferred from development in process                             | <u>\$ -</u>         | <u>\$ 1,879,002</u> |

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

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

#### Organization

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Streets, Lowell Street, Belmont Street, Market Street (Millyard Families I), Spruce Street and Hayward Street, in Manchester, New Hampshire as well as an additional housing unit located on Central Avenue in Dover, New Hampshire (Dover).

During 2016, Millyard Families II, Limited Partnership (Millyard II) reached the end of its initial 15-year low-income housing tax credit compliance period. Effective of April 1, 2017, Community Capital 2000, L.P., the limited partner, and Brick Mill House Families II, Inc., the general partner wholly owned by FIT, withdrew from Millyard II. As a result, \$848,610 of Community Capital 2000, L.P. noncontrolling interest and \$692,233 of Brick Mill House Families II, Inc. controlling interest in Millyard II was assumed by Housing Benefits. Millyard II is a twenty-unit residential housing and commercial space complex located on Market Street in Manchester, New Hampshire.

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family OutFITters, LLC (OutFITters), a limited liability corporation. OutFITters operates independent thrift stores in Concord and Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

The Organization has several wholly-owned corporations which include Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Bicentennial Families is a general partner of Bicentennial, Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy". Since 2012, the activity of NHCEH has not been deemed material and has not been included in the consolidated financial statements. During 2017, management assessed the operations of NHCEH and anticipates an increase in its activity and has determined NHCEH activity should be included in the consolidated financial statements. As a result, the 2016 beginning of year net assets has been restated by \$24,424 to reflect NHCEH net assets not previously included in the consolidated financial statements.

#### 1. Summary of Significant Accounting Policies

##### Principles of Consolidation

Since the General Partners have control in the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, the financial statements of each of the Limited Partnerships' are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, Millyard II, MEH, OutFITters and NHCEH. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

##### Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2016 consolidated financial statements, from which the summarized information was derived.

##### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

#### **Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor imposed restrictions.

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2017 and 2016.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

#### **Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

## **FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**December 31, 2017**

**(With Comparative Totals for December 31, 2016)**

#### **Property and Equipment**

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

#### **Volunteer Services**

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2017 and 2016 is approximately \$1,060,000 and \$990,000, respectively.

#### **Functional Expense Allocation**

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

#### **Income Taxes**

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2017 and 2016, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as a partnership, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

#### 2. Property and Equipment

Property and equipment consisted of the following:

|                                | <u>2017</u>          | <u>2016</u>          |
|--------------------------------|----------------------|----------------------|
| Land                           | \$ 3,112,699         | \$ 3,112,698         |
| Land improvements              | 602,600              | 602,600              |
| Buildings and improvements     | 30,283,393           | 30,172,686           |
| Furniture and fixtures         | 610,143              | 604,164              |
| Equipment                      | 217,695              | 182,631              |
| Vehicles                       | <u>300,367</u>       | <u>290,475</u>       |
|                                | <b>35,126,897</b>    | <b>34,965,254</b>    |
| Less: accumulated depreciation | <u>8,916,560</u>     | <u>7,974,929</u>     |
| Property and equipment, net    | <u>\$ 26,210,337</u> | <u>\$ 26,990,325</u> |

At December 31, 2017 and 2016, the Organization held \$22,166,540 and \$22,840,478, respectively, of land, land improvements, and buildings and improvements, net of accumulated depreciation, for the purpose of leasing to individuals.

#### 3. Development in Process

Development in process at December 31, 2017 consist of costs related to the following facilities:

##### Family Willows Recovery Housing Program

In response to the rising rates of opioid and other substance use issues throughout Manchester, New Hampshire and the State of New Hampshire, FIT and Housing Benefits are assisting in the establishment of The Manchester Recovery and Treatment Center, a large-scale facility to curb the tide of substance misuse.

The plan for establishment of this facility includes the following provisions: Each of the four floors of the Manchester Recovery and Treatment Center will provide different substance use disorder treatments or services to those at varying stages of recovery. Agencies using the facility will coordinate services to ensure that clients who seek services are provided with integrated and comprehensive care. One of the key programs in the facility will be Housing Benefit's Family Willows Recovery Housing Program (the Project) on the 2<sup>nd</sup> and 3<sup>rd</sup> floors. This program will provide 19 units of sober, recovery housing, and can accommodate an estimated 40-50 women and their children on an annual basis. Residents in the Project will have access to case management, continued outpatient treatment, self-help groups, employment workshops, and social events. Construction began in December 2017 and is anticipated to be completed by July 2018. The total estimated cost of construction for the Project is approximately \$4,000,000. Funding for the Project has been secured by the City of Manchester, New Hampshire Housing Finance Authority (NHHFA), Franklin Savings Bank, the Community Development Finance Authority (CDFA) and private foundations.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

### Hope House

In December 2017, FIT and Housing Benefits began renovations on a new emergency housing facility in Wolfeboro, New Hampshire called Hope House.

The plan for renovation of this facility includes the following provisions: Hope House, modeled after FIT's Family Place Resource Center and Shelter in Manchester, New Hampshire, will be a comprehensive resource for families experiencing homelessness. In addition to emergency housing, Hope House will provide services including comprehensive intake, assessment and referrals designed to direct families to the appropriate homeless and housing resources in the community, referrals to medical care for parents and children, and other essential resources. Hope House is expected to house 7 families and their children each night, with an estimated 30 adults and 90 children annually. The renovations are expected to bring 7 bedrooms each with a private bathroom, a kitchen and dining area, and a staff office. The estimated cost of Hope House is approximately \$1,500,000 and its is scheduled to be placed into service late Spring 2018. Funding for Hope House is expected to be financed with lending from NHHFA, as well as private contributions.

#### 4. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$200,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2017 and 2016.

#### 5. Long-term Debt

Long-term debt consisted of the following:

|  | <u>2017</u> | <u>2016</u> |
|--|-------------|-------------|
| A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033. | \$ 57,243   | \$ 60,724   |
| A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.                            | 163,283     | 163,283     |

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

|  |                |         |
|--|----------------|---------|
| A mortgage loan payable to St. Mary's Bank in monthly payments of \$990, including interest at 4.55%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.   | <b>118,282</b> | 123,139 |
| A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$525 at 1% annual interest rate. The loan was due and payable in February 2017.   | -              | 1,077   |
| A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.   | <b>69,980</b>  | 80,597  |
| A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.   | <b>226,616</b> | 235,139 |
| A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.                    | <b>147,919</b> | 153,833 |
| A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.  | <b>85,018</b>  | 85,018  |
| A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable. | <b>336,955</b> | 337,720 |
| A noninterest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full in May 2033.  | <b>260,000</b> | 260,000 |



## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

|   |         |         |
|---|---------|---------|
| A noninterest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.   | 449,877 | 449,877 |
| A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.  | 233,053 | 245,315 |
| A note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse. | 226,725 | 226,725 |
| A noninterest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.  | 250,000 | 250,000 |
| A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.   | 230,000 | 230,000 |
| A second mortgage note payable by Housing Benefits to CDFA, collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.   | 57,837  | 69,998  |
| A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.   | 850,000 | 850,000 |

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

|  |                |         |
|--|----------------|---------|
| A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.  | <b>450,124</b> | 462,486 |
| A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse. | <b>600,000</b> | 600,000 |
| A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.  | <b>550,878</b> | 567,448 |
| A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.                      | <b>99,999</b>  | 109,090 |
| A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 3.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.                 | <b>275,398</b> | 287,593 |
| A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,775 include principal and interest at 8% per annum. The note is due in February 2021.   | <b>95,775</b>  | 119,838 |
| A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.                            | <b>617,613</b> | 617,613 |

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

|  |                  |           |
|--|------------------|-----------|
| A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.  | <b>413,575</b>   | 413,575   |
| A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note is payable in full in September 2031.  | <b>348,981</b>   | 364,529   |
| A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.   | <b>34,628</b>    | 34,628    |
| A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.  | <b>168,022</b>   | 172,022   |
| A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2017 and 2016, \$131,267 was recognized as revenue and support in the consolidated statement of activities. | <b>1,115,764</b> | 1,247,031 |
| A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.  | <b>216,672</b>   | 219,364   |
| A technical assistance note payable to NHHFA to provide support to the Organization for the Hope House. If Hope House is approved, NHHFA is expected to be the lead lender on Hope House. At the time of closing on the construction loan, this noninterest bearing note payable was repaid.   | -                | 13,841    |

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2017**

**(With Comparative Totals for December 31, 2016)**

|  |                |         |
|--|----------------|---------|
| <p>A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. The note has a borrowing limit of \$500,000. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.</p> | <b>582,808</b> | 582,808 |
| <p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$1,921 include principal and interest at 3.41%. The note is due in full by April 2019.</p>   | <b>398,203</b> | 407,357 |
| <p>A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.</p>   | <b>15,239</b>  | 20,369  |
| <p>A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.</p>   | <b>22,624</b>  | 30,610  |
| <p>A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.</p>  | <b>750,000</b> | 750,000 |
| <p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.</p>   | <b>188,387</b> | 193,233 |
| <p>A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,270 include principal and interest at 4.94%. The note is due in full by January 2027.</p>   | <b>390,000</b> | -       |
| <p>A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal and interest will be due over a 30 year period starting September 2018 at 4.90% interest.</p>  | <b>270,855</b> | -       |

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2017**

**(With Comparative Totals for December 31, 2016)**

|   |                             |                     |
|---|-----------------------------|---------------------|
| A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by November 1, 2047. | <b>113,819</b>              | -                   |
| Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.90% annual interest rate. The loan is due and payable in March 2022.   | <u><b>51,965</b></u>        | <u>-</u>            |
|   | <b>11,534,117</b>           | 11,035,880          |
| Less current portion  | <u><b>216,147</b></u>       | <u>204,278</u>      |
|   | <u><b>\$ 11,317,970</b></u> | <u>\$10,831,602</u> |

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

Principal maturities of the above notes over the next five years and thereafter are as follows:

|            |                            |
|------------|----------------------------|
| 2018       | \$ 216,147                 |
| 2019       | 702,744                    |
| 2020       | 205,460                    |
| 2021       | 207,834                    |
| 2022       | 192,828                    |
| Thereafter | <u>10,009,104</u>          |
|            | <u><b>\$11,534,117</b></u> |

Cash paid for interest approximates interest expense.

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

#### 6. Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted for the following purposes:

|   | <u>2017</u>       | <u>2016</u>       |
|---|-------------------|-------------------|
| The Family Place - services                     | \$ -              | \$ 4,858          |
| Scholarships                                    | 10,264            | 12,264            |
| VISTA program                                   | 57,351            | 58,093            |
| Housing programs                                | -                 | 10,492            |
| Direct care for clients                         | 109,749           | 169,494           |
| Community Gardens                               | -                 | 42,771            |
| Hope House                                      | 241,761           | -                 |
| Family Willows Recovery Housing Program         | 299,797           | -                 |
| New Horizons for New Hampshire merger (Note 11) | 98,500            | -                 |
| Grant receivable - time restricted              | <u>80,000</u>     | <u>117,000</u>    |
|   | <u>\$ 897,422</u> | <u>\$ 414,972</u> |

#### 7. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

#### 8. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$49,814 and \$34,176 during the years ended December 31, 2017 and 2016, respectively.

#### 9. Housing Action New Hampshire

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. The Organization maintains the books and financial records for HANH in accordance with U.S. GAAP. HANH funds are presented in the Organization's consolidated statement of financial position as funds held as fiscal agent. Effective January 1, 2018, the Fiscal Sponsorship Agreement terminated and the Organization no longer maintains the books and financial records for HANH.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2017**

**(With Comparative Totals for December 31, 2016)**

**10. Noncontrolling Interest**

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows as of December 31:

| <u>Limited Partner</u>   | <u>Property</u> | <u>2017</u>         | <u>2016</u>         |
|--|-----------------|---------------------|---------------------|
| Community Capital 2000<br>New Hampshire Housing<br>Equity Fund, Inc. | Millyard II     | \$ -                | \$ 848,610          |
| JP Morgan Chase  | Bicentennial    | 213,660             | 263,968             |
| BCCC, Inc.   | Bicentennial    | 213,791             | 264,089             |
| Boston Capital Corporate   | Family Bridge   | 10                  | 10                  |
| BCCC, Inc.   | Family Bridge   | 1,135,777           | 1,320,087           |
| Boston Capital Midway  | Family Willows  | 10                  | 10                  |
|  | Family Willows  | <u>2,002,230</u>    | <u>2,111,337</u>    |
|  |                 | <u>\$ 3,565,478</u> | <u>\$ 4,808,111</u> |

**11. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 30, 2018, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

**FIT and New Horizons for New Hampshire (NHNH) Merger**

Since 1973, NHNH has worked to assist low income persons providing an adult emergency shelter, a soup kitchen, a women's shelter and food pantry to address the social issues facing the Manchester, New Hampshire community. On October 18, 2017 it was announced, that effective January 1, 2018, FIT and NHNH will merge to create an integrated system of care that will provide an increased supply of affordable housing for those most in need, sustain positive outcomes through the incorporation of evidence based practices proven to meet identified needs and goals, identify areas for systemic and programmatic improvements through the use of consistent and accurate data to regularly measure success, and provide an integrated system of care that will prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children. As a result, NHNH assets of approximately \$3,000,000 and liabilities of approximately \$200,000 will be included in FIT's consolidated financial statements beginning in 2018.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2017**

**(With Comparative Totals for December 31, 2016)**

Serenity Place Receivership

On December 20, 2017, the Director of Charitable Trusts, under the supervision of the Attorney General for the State of New Hampshire, appointed FIT as Receiver of Serenity Place, a New Hampshire based nonprofit organization that was no longer, financially or organizationally, able to meet the demands placed upon its services. The Receivership afforded FIT the ability to provide Serenity Place with management to maintain its operations while planning for the future provision of its substance use services. As of January 31, 2018, Serenity Places' substance use services had either been terminated or moved to other substance use service providers with the exception of one program that is to remain under Serenity Place control until the second quarter of 2018 at which time the program is expected to be relocated to another substance use service provider. Two of the substance use programs were absorbed by FIT to continue to provide substance use services to those individuals in need. FIT's assigned Receivership is expected to end with the relocation of Serenity Place's final program and the filing of Chapter 7 bankruptcy protection.



**SUPPLEMENTARY INFORMATION**

**Families in Transition/New Horizons New Hampshire  
Board of Directors**

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**Board of Directors**

**Dick Anagnost, Co -Chairperson**  
*President, Anagnost Companies*  
Board member since 2018

**David Cassidy, Co-Chairperson**  
*Senior Vice President, Eastern Bank*  
Board member since 2018

**Charla Bizios Stevens, Vice Chairperson**  
*Director, Litigation Department and Chair of Employment Law Practice Group*  
*McLane Middleton, Professional Association Esquire*  
Board member since 2018

**Robert Bartley, Treasurer**  
*President, CPA, CFP, Bartley Financial Advisor*  
Board member since 2018

**Frank Saglio, Asst. Treasurer**  
*Howe, Riley and Howe*  
Board member since 2018

**Kristi Scarpone, Secretary**  
*Corporate and Foundation Relations, First Robotics*  
Board member since 2018

**Roy Tilsley, At Large**  
*Bernstein Shur*  
Board member since 2018

**Colleen Cone, At Large**  
*Sr. Director Employee Relations Greater Boston Area, Comcast*  
Board member since 2018

**Alison Hutcheson**  
*Manager of Sales, Merchants Fleet Management*  
Board member since 2018

**Mary Ann Aldrich**  
*Clinical Director of Community Health, Dartmouth-Hitchcock Manchester*  
Board member since 2018

**Helen Davies**  
*Director of Community Relations, Southern New Hampshire University*  
Board member since 2018

**Scott W. Ellison**  
*Partner, COOK, LITTLE, ROSENBLATT & MANSON, pllc*  
Board member since 2018

**AnnMarie French**  
*Communications Manager, NH Fiscal Policy Institute*  
Board member since 2018

**Brian Hansen**  
*Team Engineering*  
Board member since 2018

**Sarah Jacobs**  
*University of New Hampshire at Manchester*  
Board member since 2018

**Peter Kachavos**  
*No affiliation*  
Board member since 2018

**Tony Matos**  
*CEO, Altos*  
Board member since 2018

**Brian Mikol**  
*Spectrum Marketing*  
Board member since 2018

**Ryan Mulholland**  
*Westbridge*  
Board member since 2018

**Wayne McCormick, CFP**  
*Steward Partners Managing Director Wealth Manager*  
Board member since 2018

**Jack Olson**  
*Texas Instruments*  
Board member since 2018

**Kitten Stearns**

*Realtor, Coldwell Banker Residential Brokerage*

Board member since 2018

**Peter Telge**

*Owner, Stark Brewing Company*

Board member since 2018

**Heather Whitfield**

*Vice President, Commercial Lending, People's United Bank*

Board member since 2018

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# Meghan E. Shea

## OBJECTIVE

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Utilize the skills have I attained from my academic and professional training to secure a position providing therapeutic services to individuals and families in need.

## EDUCATION

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- Licensed Independent Clinical Social Worker** **October 2012**
- Master Licensed Alcohol and Drug Counselor** **September 2010**
- Master of Social Work, University of New Hampshire** **May 2010**
- Graduate May 2010 with an MSW from the Advanced Standing Program
  - Special topic course include: Individual and Family Therapy
- Bachelor of Art, Social Work, University of New Hampshire** **May 2006**
- GPA 3.37 – cum laude
  - Special topic courses include: Numerous courses on Substance Use and Family Therapy

## WORK EXPERIENCE

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### **Program Manager**

**Families in Transition: Family Willows Substance Use and Trauma Treatment Center**  
**August 2013 to Present**

- Provide clinical oversight of intensive outpatient program staff.
- Management of quality treatment and outcomes
- Oversight of electronic health record and appropriate documentation
- Maintain ethical and confidential programming
- Oversight of program revenue and marketing for treatment program
- Provide clinical supervision to clinical and program staff.
- Transition program from grant funded to third party billing.

### **Therapist**

**Bedford Family Therapy** **January 2013 to Present**

- Provide individual, couples and family therapy utilizing models and best practices.
- Participate in weekly clinical staff meetings to address issues and collaborate regarding mutual clients.
- Facilitate alcohol and drug assessments.

### **Clinician**

**May 2010 to Present**

**Families in Transition: Family Willows Substance Abuse and Trauma Treatment Center**

- Provide individual therapy utilizing models and best practices.
- Facilitate daily therapeutic groups in an Intensive Outpatient Program utilizing the Seeking Safety Curriculum, Living in Balance, Dialectical Behavioral Therapy, TCU mapping and the Matrix Model.
- Participate in weekly clinical staff team meetings and weekly LADC peer group to address issues and collaborate regarding mutual participants.
- Facilitate therapeutic assessment and alcohol and drug assessment for incoming participants using the GAIN and ASI assessments.
- Supervisor of associate, bachelor and master level social work and community mental health students.

- Provided appropriate interventions for 24 hour emergency on-call services.
- Facilitate therapeutic assessments

**Treatment Coordinator  
Families in Transition**

**June 2006 to May 2010**

- Provided case management and support services to homeless families and individuals
- Facilitated groups on budgeting, organization and self improvement skills
- Researched and coordinated referrals to community agencies
- Provided appropriate interventions for 24 hour emergency on-call services
- Participate in weekly supervision for LADC licensure

**MSW Intern**

**May 2009 to May 2010**

**Bedford Counseling – Mental Health Center of Greater Manchester**

- Conduct intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis
- Provide therapeutic intervention services to twenty-two individuals using client specific therapeutic interventions
- Attend therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

**INTERESTS AND ACTIVITIES**

**NH Providers Association- Board Member**

**July 2014 -Present**

**Participant of the Homeless Health Care Advisory Board**

**June 2012 – December 2014**

**CONNECT Suicide Prevention and Postvention Facilitator**

**June 2011 – Present**

**Volunteer Varsity Field Hockey Coach**

**August 2002 to 2009**

**Manchester Central High School - Manchester, New Hampshire**

- Coach high school girls in field hockey skills
- Facilitate group discussions, encourage participation, and instruct field hockey workouts and play strategies

**REFERENCES – AVAILABLE UPON REQUEST**

# Kristen McGuigan, LICSW

## Education

BOSTON UNIVERSITY, TYNGSBORO, MA

SEPTEMBER 2006-MAY 2009

*Masters of Social Work*

RIVIER COLLEGE, NASHUA, NH

SEPTEMBER 2004-MAY 2006

*Bachelor of Arts in Human Development*

- Minor in Social Work

NEW HAMPSHIRE TECHNICAL INSTITUTE, CONCORD, NH

SEPTEMBER 2002- MAY 2004

*Associates Degree in Early Childhood Education*

## Licenses

*Licensed Independent Clinical Social Worker in Massachusetts and New Hampshire*

## Experience

PSYCHOTHERAPY ASSOCIATES OF NORTH READING, NORTH READING, MA

JULY 2013- PRESENT

*Licensed Independent Clinical Social Worker*

- Provide individual and family counseling to children, adolescences, and adults
- Provide service to adolescences during the transition into college and adulthood
- Offer art and play therapy services to children ages 3-15 years old
- Conduct psychotherapy assessments and formulate treatment plans

FAMILIES IN TRANSITION, MANCHESTER, NH

*Child and Family Therapist*

OCTOBER 2016-PRESENT

- Provide in-home family therapy
- Supporting families through substance use, trauma and homelessness
- Facilitate therapeutic play groups and parenting groups

*Program Manager/ Child and Family Therapist*

OCTOBER 2009- OCTOBER 2012

- Provide trauma-informed therapeutic services to homeless children and families
- Manage the trauma-informed therapeutic preschool and afterschool program
- Provide supervision to clinical staff and early educators whose responsibility levels vary
- Complete psychosocial assessments, develop treatment plans, and DECA/BERS assessment tools
- Provide individual therapy, family therapy, parenting workshops, staff trainings, group therapy and crisis intervention

ELLIS MEMORIAL, BOSTON, MA

OCTOBER 2012- MAY 2014

*Clinical Supervisor*

- Oversee clinical services for children being offered in the agency, including supervision to clinical staff and interns
- Provide therapeutic services to children and families enrolled in Ellis's educational programming
- Enroll and oversee services for children that have open cases with the Department of Children and Families
- Offer in-house trainings and on-going support to early childhood providers
- Create and implement behavior management strategies to ensure success for children within the programs

MOORE CENTER SERVICES INC., MANCHESTER, NH

NOVEMBER 2008- OCTOBER 2009

*Case Manager, Children Services*

- Assist families with children diagnosed with developmental disabilities and participate in crisis intervention planning
- Oversee and manage child budget to provide services through the In Home Support program
- Attend children's individual education plan (IEP) meetings and collaborate with school systems on behalf of children's education

EASTER SEALS RESIDENTIAL FACILITY CO-OCCURRING UNIT, MANCHESTER, NH

SEPTEMBER 2008- MAY 2009

*Master Level Clinical Intern*

- Participate in individual and group therapy with adolescents with substance abuse diagnoses
- Develop curriculum for group therapy
- Involvement with drug court and the New Hampshire court system
- Participated in training for Therapeutic Crisis Intervention

HIGH PLAIN ELEMENTARY, ANDOVER, MA

SEPTEMBER 2007 - MAY 2008

*Master Level Clinical Intern*

- Led individual, group, and family therapy sessions employing a variety of techniques
- Provided emotional and behavioral support to clients with autism, ADHD, OCD, PDD-NOS, GAS and depression
- Served as liaison between staff and families on mental health issues and child development

## Trainings

- Certified trainer in Suicide Prevention through NAMI (**National Association of Mental Illness**) 2010
- Certified trainer of Dr. Brazelton Touchpoints child development model (**Harvard University**) 2011
- Certified Disaster Case Manager Supervisor (**Catholic Charities**) March 2014
- Faculty member participating on a team with mental health professionals, to help implement the Trauma-Informed Early Education and Care Systems Breakthrough Collaborative. Created and implemented trauma-informed curriculum training to early childhood educators. (**BOSTON PUBLIC HEALTH COMMISSION, BOSTON MA**) AUGUST 2013-SEPTEMBER 2014

**CONTRACTOR NAME**

Key Personnel

| Name             | Job Title               | Salary | % Paid from this Contract | Amount Paid from this Contract |
|------------------|-------------------------|--------|---------------------------|--------------------------------|
| Meghan Shea      | VP of Clinical Services | 78,200 | 50%                       | 39,100                         |
| Kristen McGuigan | Program Manager         | 62,730 | 100%                      | 62,730                         |
|                  |                         |        |                           |                                |
|                  |                         |        |                           |                                |
|                  |                         |        |                           |                                |





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STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF HUMAN SERVICES  
 DIVISION OF FAMILY ASSISTANCE

Jeffrey A. Meyers  
 Commissioner

Terry R. Smith  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9474 1-800-852-3345 Ext. 9474  
 FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

June 6, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to amend **sole source** agreements with the vendors listed below, for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless in Strafford County, by increasing the price limitation by \$1,481,326 from \$1,481,326 to \$2,962,652 effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later, through June 30, 2018. These agreements were originally approved by the Governor and Executive Council on August 3, 2016 (Late Item A), September 7, 2016 (Item#9), and September 21, 2016 (Item#11) and were subsequently amended on April 19, 2017 (Item#5A). 100% Federal Funds.

| Vendor Name                          | Address                                       | Vendor #    | Current Budget     | Increase/ (Decrease) | New Budget         |
|--------------------------------------|---|-------------|--------------------|----------------------|--------------------|
| Greater Nashua Council on Alcoholism | 615 Amherst St.<br>Nashua, NH 03063           | 166574-B001 | \$500,000          | \$500,000            | \$1,000,000        |
| Hope on Haven Hill, Inc.             | 326 Rochester Hill Rd.<br>Rochester, NH 03867 | 275119-B001 | \$482,119          | \$482,119            | \$964,238          |
| Families in Transition               | 122 Market St.<br>Manchester, NH 03101        | 157730-B001 | \$499,207          | \$499,207            | \$998,414          |
| <b>Total:</b>                        |   |             | <b>\$1,481,326</b> | <b>\$1,481,326</b>   | <b>\$2,962,652</b> |

Funds are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
 HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE  
 TO NEEDY FAMILIES**

| SFY  | Class      | Title                 | Activity Code | Current Budget     | Increase/ (Decrease) | New Budget         |
|------|------------|-----------------------|---------------|--------------------|----------------------|--------------------|
| 2017 | 502-500891 | Payments to Providers | 45057500      | \$1,481,326        | \$0                  | \$1,481,326        |
| 2018 | 502-500891 | Payments to Providers | 45057500      | \$0                | \$1,481,326          | \$1,481,326        |
|      |            |                       | <b>Total:</b> | <b>\$1,481,326</b> | <b>\$1,481,326</b>   | <b>\$2,962,652</b> |

**EXPLANATION**

The purpose for this **sole source** amendment is to increase funding with no change to the completion date in order to provide substance use disorder treatment services; residential and/or supportive housing; and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless. The original agreements were **sole source** because these vendors have been identified as having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing the child(ren) to remain in the mother's care.

The current contracts were extended by Amendment #1 on April 19, 2017 (Item # 5A) from July 1, 2017 for an additional year to June 30, 2018 with no change to the price limitation due to expected carry-over funding. At this time, the current vendors are expanding their services to include increased outpatient services offered in order to support and reach more clientele. The current scope of the contract allows for various levels of service and during the beginning phases of the contracts, the vendors were beginning with base services with plans to expand further. This additional funding will support this expansion, as well as allow for long term sustainability planning and implementation to occur within the agencies.

The Department has substantial data that indicates a growing need for residential and/or supportive housing services for pregnant and/or parenting women who have substance use disorders and who are currently homeless or at risk of becoming homeless. Women with substance use disorders who have a child may need low or high intensity residential treatment.

Utilization patterns and research have shown that women needing housing may not be found eligible for more traditional rapid rehousing services due to substance use disorders. Additionally, women with children who are struggling with substance use disorder issues are less likely to seek help due to individual concerns that an admission to needing help could result in separation from their children.

TANF funds were transferred in the 2017 budget to address the addiction crisis currently facing the State. The services these vendors provide will allow mothers to remain with their children while they seek treatment for substance use disorder. The first statutory purpose of the TANF program is to provide a safety net for children so they can continue to be cared for by their own family. The second statutory purpose of the TANF program is to promote the independence of needy families through work and education. These vendors will address those needs of the adults in their care while assuring appropriate care for the children

in residence. The program being funded by this contract is uniquely aligned with the purposes of the TANF program and addresses an urgent need within our community. The vendors are providing services that assist families with reducing and removing barriers that are preventing them from fully participating in the workforce and in the larger community. The services support families in ending their dependence on public assistance, and securing their ability to provide for their families, while addressing participants' substance use disorders.

The vendors are providing on-site case management, intensive group and individual counseling, and counseling for co-occurring mental health illnesses. Residential treatment will be based on American Society of Addiction Medicine (ASAM) criteria of Six Dimensions of Multidimensional Assessment to create a holistic biopsychosocial assessment of an individual that will be used for service planning and treatment across all services and levels of care. All services are designed to allow children to remain in the mother's care. Services may include, but are not limited to:

- Communication classes
- Anger management classes
- Coping skills
- Childbirth education classes
- Nurturing parenting classes
- Lactation services
- Therapeutic play
- Mindfulness, Spirituality and Life Coaching services

The Department is satisfied with the services provided by these vendors. The original agreements call for the provision of these services for one (1) year, with the option to renew for up to two (2) additional years, based upon continued availability of funding, satisfactory vendor performance, and approval of the Governor and Executive Council. The previous amendment renewed the contract for one (1) year, leaving one (1) additional year of renewal.

As stated in Exhibit A, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

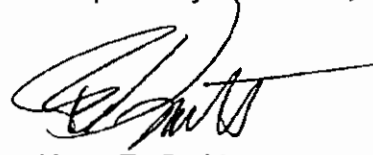
Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children not receive the substance use disorder treatment services they need.

Area Served: Statewide

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF

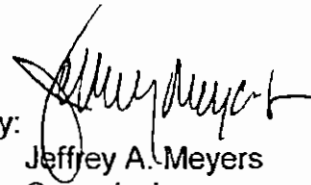
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders Contract**

This 2nd Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as "Amendment #2") dated this May 10th of 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 21, 2016 (#11) and amended by an agreement approved by the Governor and Executive Council on April 19, 2017 (Item#5A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties and approval of the Governor and Executive council; and

WHEREAS, the parties agree to increase the price limitation without extending the completion date of the contract; and

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

1. Amend Form P-37, Block 1.8, to increase Price Limitation by \$499,207 from \$499,207 to read: \$998,414.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/7/17  
Date

[Signature]  
Terry Smith  
Director

Contractor Name: Families in Transition

June 2, 2017  
Date

[Signature]  
Name: Maureen Beauregard  
Title: President

Acknowledgement:  
State of New Hampshire, County of Hillsborough on June 2, 2017,  
before the undersigned officer, personally appeared the person identified 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.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

4/10/17  
Date

[Signature]  
Name: Richard A. Felt  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Executive Council. This amendment shall renew the contract for one (1) year, leaving one (1) additional year of renewal.

As stated in Exhibit A, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children not receive the substance use disorder treatment services they need.

Area Served: Statewide

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



identified as having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing the child(ren) to remain in the mother's care. These amendments are no additional cost, because funding is being carried over from the previous year.

The Department has substantial data that indicates a growing need for residential and/or supportive housing services for pregnant and/or parenting women who have substance use disorders and who are currently homeless or at risk of becoming homeless. Women with substance use disorders who have a child may need low or high intensity residential treatment. However, these women may not seek assistance due to their fear of being separated from their children.

Utilization patterns and research have shown that women needing housing may not be found eligible for more traditional rapid rehousing services due to substance use disorders. Additionally, women with children who are struggling with substance use disorder issues are less likely to seek help due to individual concerns that an admission to needing help could result in separation from their children.

TANF funds were transferred in the 2017 budget to address the addiction crisis currently facing the State. The services these vendors provide will allow mothers to remain with their children while they seek treatment for substance use disorder. The first statutory purpose of the TANF program is to provide a safety net for children so they can continue to be cared for by their own family. The second statutory purpose of the TANF program is to promote the independence of needy families through work, and education. These vendors will address those needs of the adults in their care while assuring appropriate care for the children in residence. The program being funded by this contract is uniquely aligned with the purposes of the TANF program and addresses an urgent need within our community. The vendors are providing services that assist families with reducing and removing barriers that are preventing them from fully participating in the workforce and in the larger community. The services support families in ending their dependence on public assistance, and securing their ability to provide for their families, while addressing participants' substance use disorders.

The vendors are providing on-site case management, intensive group and individual counseling, and counseling for co-occurring mental health illnesses. Residential treatment will be based on ASAM criteria of Six Dimensions of Multidimensional Assessment to create a holistic biopsychosocial assessment of an individual that will be used for service planning and treatment across all services and levels of care. All services are designed to allow children to remain in the mother's care. Services may include, but are not limited to:

- Communication classes
- Anger management classes
- Coping skills
- Childbirth education classes
- Nurturing parenting classes
- Lactation services
- Therapeutic play
- Mindfulness, Spirituality and Life Coaching services

The Department is satisfied with the services provided by the vendors and is requesting a renewal for an additional year of service. The original agreements call for the provision of these services for one (1) year, with the option to renew for up to two (2) additional years, based upon continued availability of funding, satisfactory vendor performance, and approval of the Governor and

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
DIVISION OF FAMILY ASSISTANCE

Jeffrey A. Meyers  
Commissioner  
  
Terry R. Smith  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9474 1-800-852-3345 Ext. 9474  
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 23, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to exercise a no-cost renewal option for sole source agreements with the vendors listed below, for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless in Strafford County, effective upon Governor and Executive Council approval from July 1, 2017 through June 30, 2018. This is a no-cost amendment. These agreements were originally approved by the Governor and Executive Council on August 3, 2016 (Late Item A), September 7, 2016 (Item #9), and September 21, 2016 (Item #11). 100% Federal Funds.

| Vendor Name                          | Address                                       | Vendor #    | Current Budget     |
|--------------------------------------|---|-------------|--------------------|
| Greater Nashua Council on Alcoholism | 615 Amherst St.<br>Nashua, NH 03063           | 166574-B001 | \$500,000          |
| Hope on Haven Hill, Inc.             | 326 Rochester Hill Rd.<br>Rochester, NH 03867 | 275119-B001 | \$482,119          |
| Families in Transition               | 122 Market St.<br>Manchester, NH 03101        | 157730-B001 | \$499,207          |
| <b>Total:</b>                        |   |             | <b>\$1,481,326</b> |

Funds to support this request are available in the following account for State Fiscal Year 2017.  
05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE  
TO NEEDY FAMILIES

| State Fiscal Year | Class      | Title                 | Activity Code | Amount             |
|-------------------|------------|-----------------------|---------------|--------------------|
| 2017              | 502-500891 | Payments to Providers | 45057500      | \$1,481,326        |
| <b>Total:</b>     |            |                       |               | <b>\$1,481,326</b> |

**EXPLANATION**

The purpose for this request is renew services for an additional year at no additional cost in order to provide substance use disorder treatment services; residential and/or supportive housing; and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders; have income at or below the 185% Federal Poverty Level; and are homeless, or at risk of becoming homeless. The original agreements were sole source because these vendors have been



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the OPEN DOORS – Homelessness Prevention  
and Supports for Low Income Pregnant and Parenting Women  
with Substance Use Disorders Contract**

This 1st Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as "Amendment #1") dated this February 15th of 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 21, 2016 (#11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Paragraph 3, the State may at its sole discretion, renew the contract by written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement without an increase in the price limitation; and

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

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
3. Amend Form P-37, Block 1.10 to read 603-271-9246.
4. Amend Exhibit A to add the following line to Exhibit A, Scope of Services, in Section 1, Provisions Applicable to All Services:
  - 1.11 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

Terry Smith  
Director

MARCH 9, 2017  
Date

Contractor Name: Families in Transition

February 22, 2017  
Date

Name: Maureen Beauregard  
Title: President

**Acknowledgement:**

State of New Hampshire, County of Hillsborough on February 22, 2017, before the undersigned officer, personally appeared the person identified 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.

Signature of Notary Public or Justice of the Peace

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

  
Name and Title of Notary or Justice of the Peace

Ruth Syrek, Admin Asst. / Notary Public

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



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/3/11

Name: [Signature]  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Jeffrey A. Meyers  
Commissioner

Terry R. Smith  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
***DIVISION OF FAMILY ASSISTANCE***

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9474 1-800-852-3346 Ext. 9474  
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 24, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into a **sole source** agreement with Families in Transition, (Vendor # 157730-B001), 122 Market Street, Manchester, NH 03101 for the provision of substance use disorder treatment services. These services include: residential and/or supportive housing, wraparound services to pregnant and/or parenting women who are experiencing substance use disorders and have income at or below the 185% Federal Poverty Level and are homeless, or at risk of becoming homeless in Strafford County in an amount not to exceed \$499,207. This agreement will be effective upon Governor and Executive Council through June 30, 2017. 100% Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2017.

**05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE TO NEEDY FAMILIES**

| State Fiscal Year | Class      | Title                 | Activity Code | Amount           |
|-------------------|------------|-----------------------|---------------|------------------|
| 2017              | 502-500891 | Payments to Providers | 45057500      | \$499,207        |
|                   |            |                       | <b>Total:</b> | <b>\$499,207</b> |

**EXPLANATION**

This agreement is **sole source** because this vendor is one of three vendors statewide that has been identified as having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing the child(ren) to remain in the mother's care. This is the third of three sole source contracts for these services. The Governor and Executive Council approved one of the contracts on August 3, 2016 (Late Item A). It is anticipated that the second contract will appear on the September 7, 2016 Governor and Executive Council meeting agenda.

The Department has substantial data that indicates a growing need for residential and/or supportive housing services for pregnant and/or parenting women who have substance use disorders and who are currently homeless or at risk of becoming homeless. Women with substance use disorders who have a child may need low or high intensity residential

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treatment. However, these women may not seek assistance due to their fear of being separated from their children.

Utilization patterns and research have shown that women needing housing may not be found eligible for more traditional rapid rehousing services due to substance use disorders. Additionally, women with children who are struggling with substance use disorder issues are less likely to seek help due to individual concerns that an admission to needing help could result in separation from their children.

Temporary Assistance for Needy Families (TANF) funds were transferred in the 2017 budget to address the addiction crisis currently facing the State. Substance abuse is often a root cause of homelessness. Families in Transition (FIT) is currently working on expanding their services to better assist the growing need of families facing substance abuse and/or housing matters. The first statutory purpose of the TANF program is to provide a safety net for children so they can continue to be cared for by their own family. The second statutory purpose of the TANF program is to promote the independence of needy families through work, and education. The vendor will provide services that assist families with reducing and removing barriers that are preventing them from fully participating in the workforce and in the larger community. The services will support families in ending their dependence on public assistance, and securing their ability to provide for their families, while addressing participants' substance use disorders.

This agreement includes language that allows the Department to renew services for up to two (2) years upon satisfactory provision of services, continued funding and Governor and Executive Council approval.

The vendor will provide on-site case management, intensive group and individual counseling and counseling for co-occurring mental health illnesses. Residential treatment will be based on ASAM criteria of Six Dimensions of Multidimensional Assessment to create a holistic biopsychosocial assessment of an individual that will be used for service planning and treatment across all services and levels of care. Services may include, but are not limited to:

- Communication classes
- Anger management classes
- Coping skills
- Childbirth education classes
- Nurturing parenting classes
- Lactation services
- Therapeutic play
- Mindfulness, Spirituality and Life Coaching services

All services are designed to allow children to remain in the mother's care. This vendor is a newly established 24-hour Residential Recovery Facility that specializes in services for pregnant women with substance use disorders, their children up to age five and their newborns for up to one year postpartum.

Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children may not receive the substance use disorder treatment services they need.

Area Served: Statewide

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF


In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

 For:

Terry R. Smith  
Director

Approved by:

  
Jeffrey A. Meyers  
Commissioner



Subject: OPEN DOORS Homelessness Prevention & Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders (SS-2017-DFA-01-Opend-03)

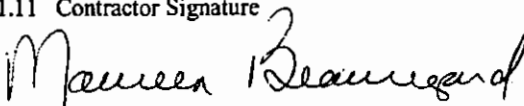
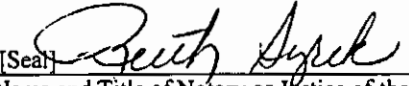
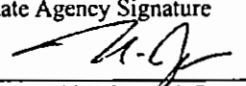
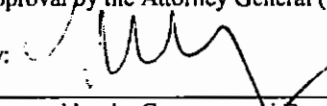
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |  |                                   |
|--|--|--|-----------------------------------|
| 1.1 State Agency Name<br>Department of Health and Human Services   |  | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857      |                                   |
| 1.3 Contractor Name<br>Families in Transition  |  | 1.4 Contractor Address<br>122 Market Street<br>Manchester, NH                  |                                   |
| 1.5 Contractor Phone Number<br>(603) 641-9441 X251   | 1.6 Account Number<br>05-95-45-450010-6146 | 1.7 Completion Date<br>June 30, 2017   | 1.8 Price Limitation<br>\$499,207 |
| 1.9 Contracting Officer for State Agency<br>Eric D. Borrin, Director   |  | 1.10 State Agency Telephone Number<br>603-271-9558                             |                                   |
| 1.11 Contractor Signature<br>   |  | 1.12 Name and Title of Contractor Signatory<br>Maureen Beauregard, President   |                                   |
| 1.13 Acknowledgement: State of <b>NH</b> , County of <b>Hillsborough</b><br>On <b>8-15-16</b> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.  |  |  |                                   |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br><div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <br/>                     [Seal]                 </div> <div style="text-align: right;"> <b>RUTH A. SYREK, Notary Public</b><br/>                     My Commission Expires October 16, 2018                 </div> </div> |  |  |                                   |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>Ruth Syrek, Admin. Asst. Notary Public  |  |  |                                   |
| 1.14 State Agency Signature<br>   |  | 1.15 Name and Title of State Agency Signatory<br>MARK JEWELL, Branch Chief W2W |                                   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |  |  |                                   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: <b>9/4/16</b><br>Megan A. Yule - Attorney   |  |  |                                   |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>By: _____ On: _____   |  |  |                                   |

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor 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.
- 1.2. The Contractor shall ensure appropriate use of funds consistent with the Federally mandated purposes of the TANF program pursuant to 45 CFR 260.20, which may include:
  - 1.2.1. Food, clothing, shelter (rent assistance), utilities, household goods, personal care items, for up to four months for an individual family;
  - 1.2.2. Child care and transportation for up to four months for an individual family unless the parent is employed in which case services can be extended;
  - 1.2.3. Services such as substance use disorder treatment, counseling, case management, peer support, job retention and job advancement, including training and education, and other employment-related services that do not provide basic income support;
  - 1.2.4. Non-medical services not covered by Medicaid or private health insurance.
- 1.3. The Contractor shall provide Substance Use Disorder (SUD) treatment, residential and/or supportive housing, and wraparound services to TANF eligible pregnant and/or parenting women who:
  - 1.3.1. Are experiencing substance use disorders;
  - 1.3.2. Have income at or below the 185% Federal Poverty Level; and
  - 1.3.3. Are homeless, or at risk of becoming homeless.
- 1.4. The Contractor shall keep record of participant eligibility determination, as specified in Section 1.3.
- 1.5. The Contractor shall expand current services, provide new beds, or increase services that are currently available. Funds for this project cannot supplant services currently available.
- 1.6. The Contractor shall be or become a New Hampshire Medicaid provider.
- 1.7. The Contractor shall work, in partnership, with DHHS, specifically DFA, to review/assist with the development of program processes, service provision, and overall program outcomes. Contractor shall work in collaboration with DFA to ensure desired program benchmarks are achieved timely .
- 1.8. The Contractor shall comply with all relevant state and federal laws which include, but are not limited to:

*WAB*

**New Hampshire Department of Health and Human Services**  
**OPEN DOORS – Homelessness Prevention and Supports for**  
**Low Income Pregnant and Parenting Women with Substance Use Disorders**  
**Exhibit A**



- 1.8.1. Requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects.
- 1.8.2. Informing and receiving the Department's approval prior to initiating any research involving the subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
- 1.9. The Contractor shall comply with the Department's Sentinel Event Reporting.
- 1.10. The Contractor shall use the Web Information Technology System or a comparable system to record all encounter notes, including, but not limited to, client activity and client contact within three (3) days following the activity or contact. The Contract shall:
  - 1.10.1. Ensure all client activity or contact includes, but is not limited to:
    - 1.10.1.1. Screening
    - 1.10.1.2. Feed determination
    - 1.10.1.3. Admission
    - 1.10.1.4. Billing
    - 1.10.1.5. Disenrollment
    - 1.10.1.6. Discharge Data
  - 1.10.2. Ensure all encounter notes track the client's progress with specific treatment goals and include clinical content of the sessions.

**2. Scope of Services**

- 2.1. The Contractor shall ensure TANF eligible pregnant and/or parenting women have access to services that include, but are not limited to:
  - 2.1.1. Substance Use Disorder (SUD) Residential Treatment Services through referrals to local support services.
  - 2.1.2. Outpatient SUD Treatment with Housing Stabilization Services.
  - 2.1.3. Clinical staff to oversee treatment.
  - 2.1.4. Access to onsite age developmentally appropriate childcare during treatment and/or age developmentally appropriate childcare when needed.
  - 2.1.5. Transportation services to and from non-medical services.
  - 2.1.6. Wraparound services.
  - 2.1.7. Case management services.
- 2.2. The Contractor shall ensure pregnant and/or parenting women have seamless access to services that will assist with reducing and removing barriers that are preventing full participation in the workforce and in the larger community.
- 2.3. The Contractor shall ensure services support a Continuum of Care that includes wraparound services that support pregnant and parenting women in working to end their dependence on public assistance; secure pregnant and parenting women's

**New Hampshire Department of Health and Human Services  
OPEN DOORS – Homelessness Prevention and Supports for  
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- ability to provide for their families; and address pregnant and parenting women's substance use disorders.
- 2.4. The Contractor shall conduct outreach activities that publicize vendor services available to the population being served, which may include but are not limited to:
    - 2.4.1. Street outreach programs.
    - 2.4.2. Ongoing public service announcements (radio/television).
    - 2.4.3. Regular advertisements in local/regional print media.
    - 2.4.4. Posters placed in targeted areas.
    - 2.4.5. Frequent notification of availability of such SUD treatment and residential services for pregnant and parenting women and their children) distributed to the network of:
      - 2.4.5.1. Community based organizations.
      - 2.4.5.2. Health care providers.
      - 2.4.5.3. Social service agencies.
      - 2.4.5.4. Ethnic community based organizations.
  - 2.5. The Contractor shall provide services according to evidence based models and/or best practices, including Trauma Informed Care, with the ability to monitor case management services, which shall include but is not limited to:
    - 2.5.1. Initial intakes.
    - 2.5.2. Clinical evaluations to determine the clients Substance Use Disorder diagnoses based off the Diagnostic and Statistical Manual of Mental Disorders (DMS -5). A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction->
  - 2.6. The Contractor shall ensure clients have access to and receive the appropriate ASAM levels of care and services according to their needs based upon the completed clinical evaluation. Counseling-Competencies/SMA15-4171. This may include, but is not limited to:
    - 2.6.1. In-house, on-site, overnight substance used disorder (SUD) residential treatment services in a facility licensed, or in the process of being licensed within the first 6 months of the contract effective date, as a residential treatment facility pursuant to Administrative Rule He-P 807.
    - 2.6.2. Outpatient SUD Treatment Services with Supportive Housing on or off site with the ability to provide onsite substance use disorder treatment services. Supportive housing, may include, but is not limited to, apartments within an apartment complex, group housing, or shared housing. Funding for Supportive Housing services shall be limited to four (4) months based of TANF regulations around non assistance categories.

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- 2.6.3. Outpatient SUD Treatment Services with Housing Stabilization Services that allow clients to remain in their homes while receiving scheduled onsite SUD treatment services.
- 2.7. The Contractor shall ensure the basic needs of pregnant and parenting women receiving services and the basic needs of her child(ren) are met within the first 24 hours of receiving services, on an on-going basis while receiving services and after being discharged from services, which include, but are not limited to:
- 2.7.1. Housing.
  - 2.7.2. Food.
  - 2.7.3. Clothing.
  - 2.7.4. Diapers.
  - 2.7.5. Recovery Support Services
- 2.8. The Contractor shall admit both women and their children into treatment services, as appropriate, allowing the child(ren) to remain in the mother's care. The Contractor shall ensure:
- 2.8.1. Safe Sleep environments for infants aimed at reducing the risk of Sudden Unexpected Infant Death syndrome, including Sudden Infant Death Syndrome (SIDS).
  - 2.8.2. Written policies are developed that describe the practices to be used to promote Safe Sleep, in accordance with recommendations for the American Academy of Pediatrics (AAP) when infants are napping or sleeping. For detailed information on safe sleep refer to <http://cfoc.nrckids.org/StandardView/3.1.4.1> and <http://pediatrics.aappublications.org/content/pediatrics/128/5/e1341.full.pdf>
  - 2.8.3. Developmentally appropriate childcare is available to children, either through on-site care or through arrangements with an off-site licensed childcare provider. It is not expected the on-site facility be licensed but should follow NAEYC guidelines in regards to developmentally appropriate childcare.
- 2.9. The Contractor shall provide interim services when no appropriate services are immediately available while managing a waiting list. The Contractor shall:
- 2.9.1. Provide or refer to interim services until the appropriate level of care becomes available, at either a contract agency or an alternative provider. These services may include, but are not limited to:
    - 2.9.1.1. At least one 60 minute individual or group outpatient session provided or offered per week;
    - 2.9.1.2. Recovery support services, as needed by the client;
    - 2.9.1.3. Individual and/or group counseling provided or offered on the effects of alcohol and other substance use of abuse effects on the fetus for pregnant woman.
    - 2.9.1.4. Daily calls to the client if an emergent need arises, to assess and respond.

Handwritten initials in black ink, appearing to be 'WJ' or similar.



**New Hampshire Department of Health and Human Services**  
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**Low Income Pregnant and Parenting Women with Substance Use Disorders**  
**Exhibit A**



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- 2.9.2. Provide counseling and education about HIV, Hepatitis C (HepC), and Tuberculosis (TB), which shall include, but not be limited to:
    - 2.9.2.1. The risks of needle sharing.
    - 2.9.2.2. The risks of transmission to sexual partners and infants.
    - 2.9.2.3. Steps that can be taken to ensure that HIV, HepC, and TB transmission does not occur.
    - 2.9.2.4. Referral to HIV, HepC, or TB treatment services, if necessary.
    - 2.9.2.5. Referrals for prenatal care for pregnant women.
  - 2.9.3. Establish a waiting list that includes, but is not limited to:
    - 2.9.3.1. A unique patient identifier.
    - 2.9.3.2. Dates of requests for admission to treatment.
    - 2.9.3.3. Provision of interim services and sources of those services.
    - 2.9.3.4. Referrals made for treatment or interim services.
    - 2.9.3.5. Disposition of clients on the waiting list.
  - 2.10. The Contractor shall offer tobacco cessation tools and education to all clients receiving services. The Contractor shall:
    - 2.10.1. Assess clients for motivation in stopping the use of tobacco products;
    - 2.10.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
    - 2.10.3. Ensure tobacco use is not used as grounds for discharging clients from services being provided under this contract.
  - 2.11. The Contractor shall develop substance use disorder treatment plans for all clients based on clinical evaluation data and must address all ASAM (2013) domains. The Contractor shall:
    - 2.11.1. Update the treatment plans based on any changes in ASAM domain no less frequently than every four (4) sessions or every four (4) weeks, whichever is less frequent.
    - 2.11.2. Ensure treatment plan goals, objectives and interventions are written in terms that are specific, measurable, attainable, realistic and timely.
    - 2.11.3. Ensure treatment plans include medication assisted treatment, when appropriate.
  - 2.12. The Contractor shall ensure treatment plans include, but are not limited to:
    - 2.12.1. A plan for permanent housing and recovery services.
    - 2.12.2. Sufficient case management services, which shall include but is not limited to, linking women with community services within the area in which she will be permanently housed after receiving treatment services.

**New Hampshire Department of Health and Human Services**  
**OPEN DOORS – Homelessness Prevention and Supports for**  
**Low Income Pregnant and Parenting Women with Substance Use Disorders**  
**Exhibit A**



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- 2.12.3. Transportation services to ensure that the women and their children have access to the treatment plan-specific services.
  - 2.12.4. Permanent housing and recovery services, which may include but are not limited to:
    - 2.12.4.1. Assistance with enrollment in Medicaid, the New Hampshire Health Protection Program, or other private insurance.
    - 2.12.4.2. Anger management classes.
    - 2.12.4.3. Financial management classes.
    - 2.12.4.4. Communication skills classes.
    - 2.12.4.5. Spiritual support.
    - 2.12.4.6. Health management, including stress management.
    - 2.12.4.7. Organization and time management classes.
    - 2.12.4.8. Parenting skills classes.
    - 2.12.4.9. Plan to transition clients to the community once discharged.
  - 2.13. The Contractor shall provide case management services with fidelity to the TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<http://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and the ASAM guidelines (<http://www.asam.org/publications/the-asam-criteria/about>), which include, but are not limited to:
    - 2.13.1. Life skills coaching.
    - 2.13.2. Employment services.
    - 2.13.3. Referral to community resources.
    - 2.13.4. Housing stability planning and support.
    - 2.13.5. Peer to peer counseling
    - 2.13.6. Individual or group substance use services delivered by providers working within their scope of practice.
    - 2.13.7. Non clinical services such as, but not limited to, job search, financial management, skills development, and paraprofessional counseling services for client and their families.
  - 2.14. The Contractor shall provide staffing to fulfill the roles and responsibilities that support activities of this project, which shall include medical and behavioral health services that are delivered by providers operating within their scope of practice and must be pursuant with Chapter He-P 800 Residential Care and Health Facility Rules, Part He-P 807 Rules for Residential Treatment and Rehabilitation as well as with ASAM guidelines around Intensive Outpatient Programs referenced in level 2.1 which can be accessed at <http://www.asam.org/publications/the-asam-criteria>. These shall be applicable staffing for this contract that are referenced in this rule and should include, but are not limited to:

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- 2.14.1. One (1) Masters Licensed Alcohol and Drug Counselor (MLADC) or Board of Mental Health Licensed Clinician.
  - 2.14.2. One (1) MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two (2) unlicensed counselors providing clinical services.
  - 2.14.3. A sufficient number of MLADCs and/or LADCs with Licensed Clinical Supervisor (LCS) credential to adequately provide for staff clinical supervision.
  - 2.14.4. One (1) Certified Recovery Support Worker (CRSW) for every 50 clients. All unlicensed staff providing clinical or recovery support services must attain certification as CRSWs within six (6) months of hire.
  - 2.14.5. One half time advance registered nurse on staff or by referral
  - 2.14.6. One (1) full-time individual with experience in child social emotional development.
  - 2.14.7. One (1) half time director/executive director.
- 2.15. The Contractor shall coordinate with a Department of Public Health Public Health Epidemiologist with experience in data collection, surveillance, and evaluation of social determinants of health and other public health and community health indicators.
- 2.16. The Contractor shall provide annual training to clinical staff on HCV/HIV/TB & STDs.  
The Contractor shall:
- 2.16.1. Ensure in-service training is available to staff; or
  - 2.16.2. Ensure staff attend an offsite training as approved by the Department; and
  - 2.16.3. Provide a list of staff that attended and completed the trainings.
- 2.17. The Contractor shall prioritize clients being served & ensure the safety of clients by:
- 2.17.1. Assessing all clients for risk of self-harm at all phases of treatment as well as at discharge. Ensuring appropriate staffing levels and continuity of care is maintained in a state of an emergency.
  - 2.17.2. Creating safety and emergency procedures within 3 months of the contract effective date on the following:
    - 2.17.2.1. Medical emergencies
    - 2.17.2.2. Infection control and universal precautions, including use of protective clothing and devices
    - 2.17.2.3. Reporting employee injuries
    - 2.17.2.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures
    - 2.17.2.5. Emergency closings.
  - 2.17.3. Ensuring alternative housing is available for all clients and their children.
  - 2.17.4. Ensuring all staff receive training for emergency and disaster situations through continuous staff development that includes, but is not limited to:

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- 2.17.4.1. Adult and infant CPR.
  - 2.17.4.2. Use of Naloxone.
  - 2.17.4.3. Fire and safety policies and procedures.
  - 2.17.4.4. Universal precautions
- 2.18. The Contractor shall ensure services in this agreement continue beyond the contract end date. The Contractor shall:
- 2.18.1. Provide detailed plan for how services can be funded sustainably at the termination of the contract period.
  - 2.18.2. Immediately begin seeking approval to conduct third party billing for any eligible services.
  - 2.18.3. Seek alternate sources of funding for non-billable services from sources including but not limited to
    - 2.18.3.1. Grants from private trusts and foundations
    - 2.18.3.2. Individual and corporate donations
    - 2.18.3.3. Event fundraising
    - 2.18.3.4. Private funding raised through the growth of FITs two social entrepreneurial business ventures
- 2.19. The Contractor shall provide a written corrective action plan to the Department for review and approval no later than 10 days from receiving notice of noncompliance from the Department, if the Contractor is found out of compliance with any portion of this agreement including, but not limited to, reporting requirements and/or time frames specified in the contract.
- 2.20. The Contractor shall continue conducting activities specified in the corrective action plan described in Section 2.19, as monitored by the Department, until such time the Contractor comes into compliance with contract requirements.

**3. Reporting**

- 3.1. The Contractor shall provide monthly reports that include, but are not limited to:
  - 3.1.1. Year-to-date data on a Department-provided form.
  - 3.1.2. Brief narrative identifying barriers experienced when providing services in the previous month.
  - 3.1.3. Plan to address barriers identified in Section 3.1.2 during the following month.

**4. Benchmarks**

- 4.1. The Contractor shall ensure 100% of services in this contract are operational no later than six (6) months after the contract effective date.
- 4.2. The Contractor attempt to contact a minimum of 95% of the individuals on the waiting list described in Section 2.9.3 are at least one time per month.

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- 4.3. The contractor shall ensure 100% of clients enrolled in program are screened, assessed, and referred to the most appropriate level of care for their needs.
  - 4.4. The contract shall ensure that 90% of clients are referred to onsite employment programming to increase in financial stability and reduce dependence of public assistance.
  - 4.5. The contractor shall ensure that 70% of enrolled children above the age of three receive initial assessments to inform ongoing child and family service plans.

**5. Deliverables**

- 5.1. The Contractor shall provide a service implementation plan to ensure 100% of the services identified in this contract are available to a minimum of 50 families in the Manchester, New Hampshire region.
- 5.2. The Contractor shall provide copies of all media used for outreach activities in Section 2.4 to the Department for approval no later than 60 days from the contract effective date.
- 5.3. The Contractor shall ensure outreach activities, as described in Section 2.4, that publicize the services begin no later than one hundred twenty (120) days from the contract effective date.
- 5.4. The Contractor shall provide written polices described in Sections, 2.8, 2.17.2.4 and 2.17.4.3 to the Department no later than 60 days from the contract effective date.
- 5.5. The Contractor shall provide a copy of the waiting list described in Section 2.9 to the Department once every two months.
- 5.6. The Contractor shall provide safety and emergency procedures in Section 2.17.2 to the Department no later than 60 days from the contract effective date.
- 5.7. The Contractor shall provide sample staff development curriculum used in trainings described in Section 2.17.4 to the Department no later than 60 days from the contract effective date.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in accordance with the budget in Exhibit B-1, Budget for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with federal funds. Department access to federal funding is dependent upon requirements of the Catalog of Federal and Domestic Assistance (CFDA) # 93.558 with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.558, U.S. Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families Program.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 3.2. The invoice must be submitted by mail or e-mail to:

Financial Manager-Division of Family Assistance  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
4. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

**Exhibit B-1, Budget**

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

Bidder/Program Name: Families In Transition

Budget Request for: OPEN DOORS Homelessness Prevention & Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders (SS-2017-DFA-01-OPEND-03)

Budget Period: July 1, 2016 through June 30, 2017

| Line Item   | Total Project Cost   |             |                      | Funded by State |             |             | Funded by DHS Contract Allowance |             |                      |
|---|----------------------|-------------|----------------------|-----------------|-------------|-------------|----------------------------------|-------------|----------------------|
|   | Direct               | Indirect    | Total                | Direct          | Indirect    | Total       | Direct                           | Indirect    | Total                |
| 1. Total Salary/Wages                               | \$ 365,232.00        | \$ -        | \$ 365,232.00        | \$ -            | \$ -        | \$ -        | \$ 365,232.00                    | \$ -        | \$ 365,232.00        |
| 2. Employee Benefits                                | \$ 73,046.00         | \$ -        | \$ 73,046.00         | \$ -            | \$ -        | \$ -        | \$ 73,046.00                     | \$ -        | \$ 73,046.00         |
| 3. Consultants                                      | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| 4. Equipment:                                       | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| Rental  | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| Repair and Maintenance                              | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| Purchase/Depreciation                               | \$ 6,000.00          | \$ -        | \$ 6,000.00          | \$ -            | \$ -        | \$ -        | \$ 6,000.00                      | \$ -        | \$ 6,000.00          |
| 5. Supplies:  | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| Educational   | \$ 1,200.00          | \$ -        | \$ 1,200.00          | \$ -            | \$ -        | \$ -        | \$ 1,200.00                      | \$ -        | \$ 1,200.00          |
| Lab   | \$ 3,800.00          | \$ -        | \$ 3,800.00          | \$ -            | \$ -        | \$ -        | \$ 3,800.00                      | \$ -        | \$ 3,800.00          |
| Pharmacy  | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| Medical   | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| Office  | \$ 1,200.00          | \$ -        | \$ 1,200.00          | \$ -            | \$ -        | \$ -        | \$ 1,200.00                      | \$ -        | \$ 1,200.00          |
| 6. Travel   | \$ 7,215.00          | \$ -        | \$ 7,215.00          | \$ -            | \$ -        | \$ -        | \$ 7,215.00                      | \$ -        | \$ 7,215.00          |
| 7. Occupancy  | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| 8. Current Expenses                                 | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| Telephone   | \$ 3,000.00          | \$ -        | \$ 3,000.00          | \$ -            | \$ -        | \$ -        | \$ 3,000.00                      | \$ -        | \$ 3,000.00          |
| Postage   | \$ 480.00            | \$ -        | \$ 480.00            | \$ -            | \$ -        | \$ -        | \$ 480.00                        | \$ -        | \$ 480.00            |
| Subscriptions                                       | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| Audit and Legal                                     | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| Insurance   | \$ 420.00            | \$ -        | \$ 420.00            | \$ -            | \$ -        | \$ -        | \$ 420.00                        | \$ -        | \$ 420.00            |
| Board Expenses                                      | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| 9. Software   | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| 10. Marketing/Communications                        | \$ 1,200.00          | \$ -        | \$ 1,200.00          | \$ -            | \$ -        | \$ -        | \$ 1,200.00                      | \$ -        | \$ 1,200.00          |
| 11. Staff Education and Training                    | \$ 7,000.00          | \$ -        | \$ 7,000.00          | \$ -            | \$ -        | \$ -        | \$ 7,000.00                      | \$ -        | \$ 7,000.00          |
| 12. Subcontracts/Agreements                         | \$ -                 | \$ -        | \$ -                 | \$ -            | \$ -        | \$ -        | \$ -                             | \$ -        | \$ -                 |
| 13. Other: Client transportation (bus passes)       | \$ 500.00            | \$ -        | \$ 500.00            | \$ -            | \$ -        | \$ -        | \$ 500.00                        | \$ -        | \$ 500.00            |
| Client Basic Needs (Clothing/Housewares)            | \$ 5,000.00          | \$ -        | \$ 5,000.00          | \$ -            | \$ -        | \$ -        | \$ 5,000.00                      | \$ -        | \$ 5,000.00          |
| Client Basic Needs (Food/Diapers)                   | \$ 3,000.00          | \$ -        | \$ 3,000.00          | \$ -            | \$ -        | \$ -        | \$ 3,000.00                      | \$ -        | \$ 3,000.00          |
| Client Basic Needs (One Time Rental Assistance/Sec) | \$ 14,650.00         | \$ -        | \$ 14,650.00         | \$ -            | \$ -        | \$ -        | \$ 14,650.00                     | \$ -        | \$ 14,650.00         |
| Desk, Chairs and Office Furniture for Staff         | \$ 6,264.00          | \$ -        | \$ 6,264.00          | \$ -            | \$ -        | \$ -        | \$ 6,264.00                      | \$ -        | \$ 6,264.00          |
| <b>TOTAL</b>  | <b>\$ 499,207.00</b> | <b>\$ -</b> | <b>\$ 499,207.00</b> | <b>\$ -</b>     | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 499,207.00</b>             | <b>\$ -</b> | <b>\$ 499,207.00</b> |

Indirect As A Percent of Direct 0.0%

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Contractor initials: \_\_\_\_\_



**SPECIAL PROVISIONS**

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

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





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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Handwritten initials in black ink, appearing to be "MB".



**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

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)

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

Contractor Name: Families in Transition

Aug 15, 2016  
Date

  
Name: Maureen Beauregard  
Title: President



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: Families in Transition

Aug 15, 2016  
Date

  
Name: Maureen Beauregard  
Title: President





**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

*MP*



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

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

#### PRIMARY COVERED TRANSACTIONS

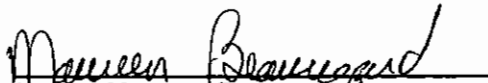
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Families in Transition

Aug 15, 2016  
Date

  
Name: Maureen Beauregard  
Title: President



**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

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

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: Families in Transition

Aug 15, 2016  
Date

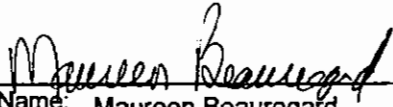
  
Name: Maureen Beauregard  
Title: President

Exhibit G

Contractor Initials MB

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

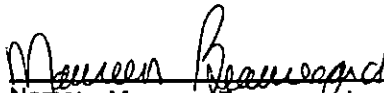
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Contractor Name: Families in Transition

Aug 15, 2016  
Date

  
Name: Maureen Beauregard  
Title: President



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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

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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

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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.

3/2014

Contractor Initials 

Date 8-15-16



Exhibit I

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

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

*[Signature]*  
 The State

*[Signature]*  
 Signature of Authorized Representative

MARIC JEWELL  
 Name of Authorized Representative

Bureau Chief WZW  
 Title of Authorized Representative

8-25-16  
 Date

Families in Transition  
 Name of the Contractor

*[Signature]*  
 Signature of Authorized Representative

Maureen Beauregard  
 Name of Authorized Representative

President  
 Title of Authorized Representative

August 15, 2016  
 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: Families in Transition

Aug 15, 2016  
Date

  
Name: Maureen Beauregard  
Title: President



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: 825360399
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?

X  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: _____ |