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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

Christine M. Tappan
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
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July 3, 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 a **retroactive** renewal option to the **sole source** agreement with Hope on Haven Hill, Inc., Vendor #275119-B001, 326 Rochester Hill Rd. 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, by increasing the price limitation by \$500,000 from \$964,238 to \$1,464,238 and by extending the contract completion date from June 30, 2018 to June 30, 2019, **effective retroactive** to June 30 2018, upon Governor and Executive Council approval. 100% Federal Funds

This agreement was originally approved by the Governor and Executive Council on August 3, 2016 (Late item #A) and amended on April 19, 2017 (Item #5A) and again on June 21, 2017 (Item #20A).

Funds are available in State Fiscal Year 2019 in the following account with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without approval from Governor and Executive Council, if needed and justified.

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	\$482,119	\$0	\$482,119
2018	502-500891	Payments to Providers	45057500	\$482,119	\$0	\$482,119
2019	502-500891	Payments to Providers	45057500	\$0	\$500,000	\$500,000
			Total:	\$964,238	\$500,000	\$1,464,238

EXPLANATION

This request is **retroactive** to June 30, 2018 because the amendment is being submitted after the release of an audit report to allow the Executive Council to review the audit report prior to renewing the Agreement, and to add contract monitoring language to address the audit findings. The original agreement is **sole source** because the Contractor has 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 Contractor 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.

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. The vendor 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 Contractor is 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 to secure their ability to provide for their families, while addressing clients' substance use disorders.

The vendor is 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 service provided by this Contractor. The original agreement 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.

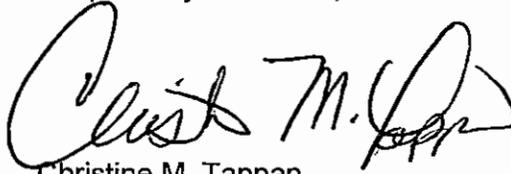
Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children may not receive the substance use disorder treatment services they need.

Area Served: Greater Manchester area.

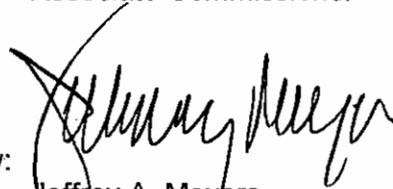
Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF

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**

**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 27th of June 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, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.5, 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**

- 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 A, Scope of Services, Section 6, Contract Compliance, to read:
6. Contract Compliance
- 6.1 The Contractor shall provide a corrective action plan to the Department within thirty (30) days from the date of any audit findings. The Contractor shall ensure the corrective action plan includes, at a minimum:
- 6.1.1 The specific action(s) to be taken to correct each deficiency identified by the Department.
- 6.1.2 The specific action(s) to be taken to prevent any future reoccurrence(s) of each deficiency.
- 6.1.3 The specific action steps and time line for implementing the actions identified in Subsections 6.1.1 and 6.1.2 (above).
- 6.1.4 A written plan for monitoring actions to ensure the actions identified in 6.1.1 and 6.1.2 (above) are effective.
- 6.1.5 The frequency and method of reporting progress on implementation and effectiveness of the corrective action plan to the Department.
8. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 6.
9. Add Exhibit B-1 Amendment #3, SFY 2019 Budget
10. 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,

July 9, 2018
 Date

State of New Hampshire
 Department of Health and Human Services

 Christine M. Tappan
 Associate Commissioner

Contractor Name:

June 28 2018
 Date

Name: Mary Ellen Jackson
 Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Stafford on 6/28/2018, 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

PAUL G. SANDERSON
 Justice of the Peace - New Hampshire
 My Commission Expires January 29, 2019

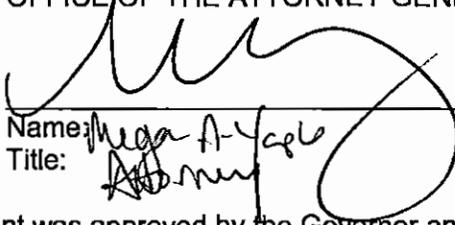


**New Hampshire Department of Health and Human Services
 OPEN DOORS – Homelessness Prevention
 and Supports for Low Income Pregnant and Parenting Women
 with Substance Use Disorders**

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

OFFICE OF THE ATTORNEY GENERAL

7/10/18
 Date


 Name: Megan A. Fyfe
 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:

**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
Total SFY 2019	444,080.00	24,000.00	1,200.00	4,200.00	600.00	12,000.00	4,200.00	6,000.00	420.00	3,000.00	300.00	500,000.00

Contractor Initials: *MEO*
Date: *6/28/18*
6/28/18



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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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

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Exhibit K

DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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.).

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



Exhibit K

DHHS Information Security Requirements

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

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

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

MEJ
6/28/18



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

MEJ
Date *6/28/18*

State of New Hampshire

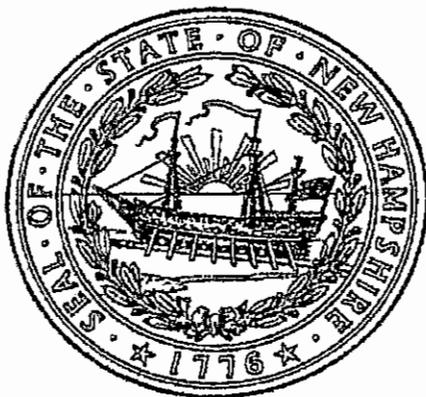
Department of State

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 the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Hope on Haven 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 duly held on: June 28, 2018
(Date)

RESOLVED: That the Mary Ellen Jackson, Interim 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 28th day of June, 20 18.
(Date Contract Signed)

4. Mary Ellen Jackson is the duly elected Interim Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

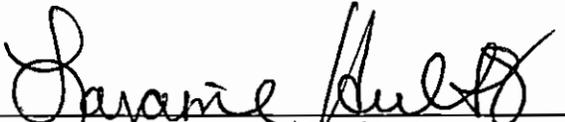

(Signature of the Elected Officer)

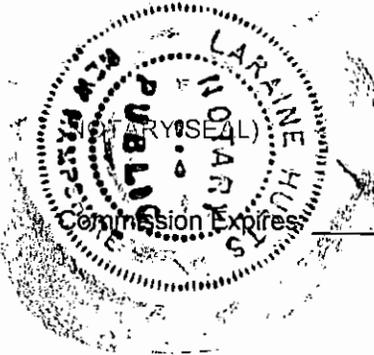
STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 29th day of June, 20 18.

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


(Notary Public/Justice of the Peace)



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



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).

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

COVERAGES

CERTIFICATE NUMBER: 17-18

REVISION NUMBER:

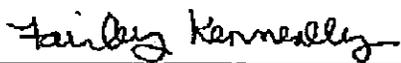
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HUP2419	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HUA2420	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HUU2421	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	WC201700014763	08/02/2017	08/02/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			HUP2419	08/01/2017	08/01/2018	each wrongful act \$1,000,000 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 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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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Statement of Functional Expenses	5
Statement of Cash Flows.	6
Notes to Financial Statements.	7

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
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OTHER ASSETS

Security deposits	<u>3,800</u>
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TOTAL ASSETS	\$ <u>351,353</u>
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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>
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TOTAL LIABILITIES AND NET ASSETS	\$ <u>351,353</u>
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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 Services	General and Admin	Fund- 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 NET CASH PROVIDED BY OPERATING ACTIVITIES	
Increase in net assets	\$ 219,256
Adjustments to reconcile change in net assets to net 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	31,160
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> Integrated Delivery Network 10 Isaac Lucas Circle [REDACTED] [REDACTED] [REDACTED] Term ending: 12/2020	Joseph Hannon, MD 1 Thorton Lane Lee, NH 03861 [REDACTED] [REDACTED] Term ending: 12/2020
Sarah Landres, Esq. - <i>Vice Chair</i> Public Defender Program [REDACTED] [REDACTED] [REDACTED] [REDACTED] Term ending: 12/2020	Jack Buckley [REDACTED] [REDACTED] [REDACTED] [REDACTED] Term ending: 2/2021
Michael Murphy, CPA - <i>Treasurer</i> Murphy, Powers & Wilson, P.C. [REDACTED] [REDACTED] [REDACTED] Term ending: 12/2020	Colin Walker Ameriprise Financial Services [REDACTED] [REDACTED] [REDACTED] Term ending: 2/2021
Kathleen Routhier, RN - <i>Secretary</i> Women & Children's Center Wentworth-Douglass Hospital [REDACTED] [REDACTED] [REDACTED] 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

Masters of Social Work, Leadership in Intellectual and Developmental Disabilities Certificate

May, 2015

Saint Anselm College, Manchester NH

Bachelor of Arts, Business Administration; Bachelor of Arts, Classics

May, 2011

BOARD SERVICE

Loeffman 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

[REDACTED]
[REDACTED]
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.

5/1999-5/1995

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

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

LICSW – State of Massachusetts
License Eligible in all other states

REFERENCES

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

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.

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
Total				\$500,000

* 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. Nashua, NH 03063	166574-B001	\$500,000	\$500,000	\$1,000,000
Hope on Haven Hill, Inc.	326 Rochester Hill Rd. Rochester, NH 03867	275119-B001	\$482,119	\$482,119	\$964,238
Families in Transition	122 Market St. Manchester, NH 03101	157730-B001	\$499,207	\$499,207	\$998,414
Total:			\$1,481,326	\$1,481,326	\$2,962,652

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
			Total:	\$1,481,326	\$1,481,326	\$2,962,652

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

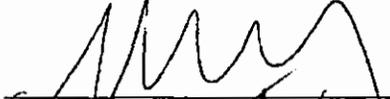
New Hampshire Department of Health and Human Services



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: Megan A. Yasin
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:

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. Nashua, NH 03063	166574-B001	\$500,000
Hope on Haven Hill, Inc.	326 Rochester Hill Rd. Rochester, NH 03867	275119-B001	\$482,119
Families in Transition	122 Market St. Manchester, NH 03101	157730-B001	\$499,207
		Total:	\$1,481,326

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
			Total:	\$1,481,326

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

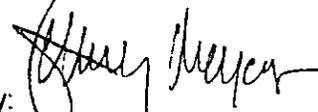
In the event that federal funds become no longer available, general funds will not be requested to support this program.

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

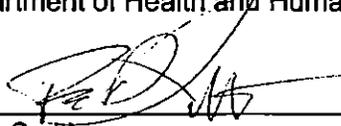


This amendment shall be effective upon the date of Governor and Executive Council approval.

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

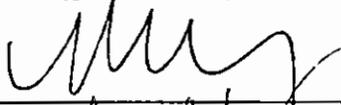
New Hampshire Department of Health and Human Services



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. Kelly
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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mac

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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

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
			Total:	\$482,119

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.

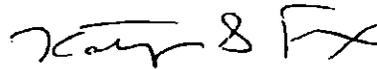
Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children not receive the substance use disorder treatment services they need.

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-Open-02)

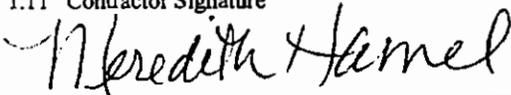
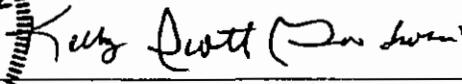
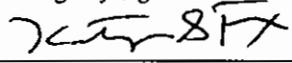
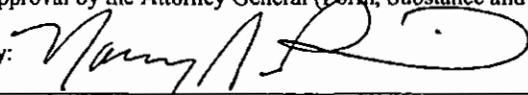
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

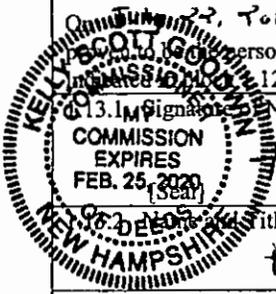
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Hope on Haven Hill, Inc.		1.4 Contractor Address 326 Rochester Hill Road Rochester, NH 03867	
1.5 Contractor Phone Number (603) 834-0766	1.6 Account Number 05-95-45-450010-6146	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$500,000 \$482,119
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Meredith Hamel, Chairperson of Hope on Haven Hill Board of Directors	
1.13 Acknowledgement: State of New Hampshire County of Stratford <i>Stratford</i> On June 22, 2016 <i>July 22, 2016</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 			
1.13.2 Title of Notary or Justice of the Peace KELLY SCOTT GOODWIN			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S. Fix, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>7/29/2016</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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 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:

mtf
7/22/16

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
Exhibit A



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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.

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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 medicalaid 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
Total Direct Program Staff	\$ 297,398.40	\$ 148,699.20

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
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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
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Total Consultant \$ 20,000.00

Contractor Initials: MH
Date: 7/22/16

Exhibit B-1 Budget

4. EQUIPMENT:

· Cell phone \$400 x4, 5 agency laptops x 700,	\$	5,100.00	\$	2,550.00
Total Equipment		<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
Total Supplies		<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
Total Travel		<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
Total Occupancy		<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
Total Current Expenses		<u>\$</u>	<u>109,250.00</u>	\$ 54,625.00

Contractor Initials: JMH
 Date: 7/22/16

Exhibit B-1 Budget

9. Software:		
Total Software	<u>\$ 2,000.00</u>	\$ 1,000.00
	<u>\$ 2,000.00</u>	\$ 1,000.00
10. Marketing / Communications		
Flyers, Brochures, PSA's, Website, business cards	\$ 2,500.00	\$ 1,250.00
Total Marketing/Communications	<u>\$ 2,500.00</u>	\$ 1,250.00
11. STAFF EDUCATION/TRAINING:		
Professional Development	\$ 4,250.00	\$ 2,125.00
Total Staff Education/Training	<u>\$ 4,250.00</u>	\$ 2,125.00
12. SUBCONTRACTS/AGREEMENTS:		
Total Subcontracts/Agreements	<u>\$ -</u>	
13. OTHER:		
Funds for translation services for families requiring this service	\$ 1,000.00	\$ 500.00
Total Other	<u>\$ 1,000.00</u>	\$ 500.00
14. Outpatient Staff for waitlist/transitioning residents		
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
Total Outpatient staff		<u>\$89,945.44</u>
15. Total Benefits Outpatient Staff: as above 28% salary		\$25,184.72
16. Current Expenses as above: 25% for Outpatient services		\$27,312.50
17. Outpatient Lease Space		
Total		\$24,000.00
TOTAL EXPENSES	<u>\$ 685,975.71</u>	<u>\$482,118.01</u>

Contractor Initials: mt
 Date: 7/22/16

Exhibit B-1 Budget

	\$ (342,243.71)
REVENUE	
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 tha Fun	\$ 5,000.00
TOTAL	\$ 343,732.00

Contractor Initials: nuh

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;

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

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

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



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

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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.

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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.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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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 mtt
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 Haven Hill



**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 (11)(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

Contractor Initials

MH

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

Date

7/22/16

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: Board of Directors,
Title: 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.

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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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I

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

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



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.

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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.

DHHS
The State

[Signature]
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

7/28/16
Date

Hope on Haven Hill
Name of the Contractor

[Signature]
Signature of Authorized Representative

Meredith Hamel
Name of Authorized Representative

Chairperson - Board of Directors
Title of Authorized Representative

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 Havenhill

Contractor Initials MH
Date 7/22/16



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?

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: _____