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

Jeffrey A. Meyers  
Commissioner

Terry R. Smith  
Director

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

February 23, 2017

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

**REQUESTED ACTION**

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

Vendor Name	Address	Vendor #	Current Budget
Greater Nashua Council on Alcoholism	615 Amherst St. 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
<b>Total:</b>			<b>\$1,481,326</b>

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

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

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

**EXPLANATION**

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

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

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

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

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

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

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

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

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

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

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

Area Served: Statewide

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

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

Respectfully submitted,



Terry R. Smith  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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

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

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

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

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

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

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

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



New Hampshire Department of Health and Human Services

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

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

State of New Hampshire  
Department of Health and Human Services

Terry Smith  
Director

MARCH 9, 2017  
Date

Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Kelhofer  
Title: President & CEO

2/22/17  
Date

Acknowledgement:

State of NH, County of Hillsborough on 2/22/17,  
before the undersigned officer, personally appeared the person identified above, or  
satisfactorily proven to be the person whose name is signed above, and acknowledged  
that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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



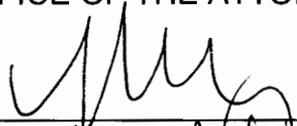
**New Hampshire Department of Health and Human Services**



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

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

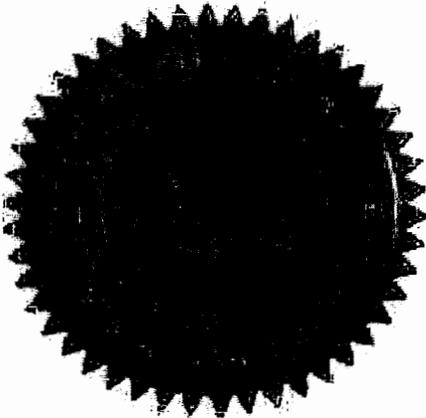
\_\_\_\_\_  
Date

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

State of New Hampshire  
Department of State

CERTIFICATE.

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 2/22/17:  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22<sup>nd</sup> day of February, 2017.  
(Date Contract Signed)

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

of the Agency.

David Aponovich  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 22<sup>nd</sup> day of Feb., 2017.

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

Wendy Nichols  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19





AGENCY CUSTOMER ID: HARHO

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



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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

**ADDITIONAL REMARKS**

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

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

**Mission Statement**

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

**GREATER NASHUA  
COUNCIL ON ALCOHOLISM**

**Financial Statements**

**For the Year Ended June 30, 2015**

**(With Independent Auditors' Report Thereon)**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Greater Nashua Council on Alcoholism

Additional Offices:  
Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

**Report on the Financial Statements**

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2015, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2015, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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

We have previously audited Greater Nashua Council on Alcoholism, Inc.'s fiscal year June 30, 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 15, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

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

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

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015 on our consideration of the Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

*Melanson Heath*

December 10, 2015

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2015

(With Comparative Totals as of June 30, 2014)

ASSETS

	<u>2015</u>	<u>2014</u>
Current Assets:		
Cash and cash equivalents	\$ 231,875	\$ 83,938
Accounts receivable, net	333,635	222,351
Prepaid expenses	24,996	6,612
Total Current Assets	<u>590,506</u>	<u>312,901</u>
Property and equipment, net of accumulated depreciation	5,817,672	6,013,809
Reserve for replacements	14,461	13,067
Debt issuance costs, net	<u>77,785</u>	<u>-</u>
Total Assets	<u>\$ 6,500,424</u>	<u>\$ 6,339,777</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable	\$ 29,921	\$ 108,397
Accrued expenses and other liabilities	209,003	117,372
Due to related organizations	183,625	177,744
Line of credit	47,902	-
Current portion of bonds and mortgages payable	80,825	150,022
Total Current Liabilities	<u>551,276</u>	<u>553,535</u>
Long Term Liabilities:		
Bonds payable, long term	3,824,539	-
Mortgages payable, long term	-	3,721,966
Mortgages payable, deferred	1,885,000	1,885,000
Total Long Term Liabilities	<u>5,709,539</u>	<u>5,606,966</u>
Total Liabilities	6,260,815	6,160,501
Unrestricted Net Assets	<u>239,609</u>	<u>179,276</u>
Total Liabilities and Net Assets	<u>\$ 6,500,424</u>	<u>\$ 6,339,777</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	<u>2015</u>	<u>2014</u>
<b>Support and Revenue:</b>		
<b>Support:</b>		
State of New Hampshire	\$ 106,591	\$ 78,733
Federal grants	1,391,460	1,467,968
Contributions	145,610	19,176
<b>Revenue:</b>		
<b>Client services:</b>		
Medicaid	841,728	530,150
Medicare	3,206	3,252
Third party insurance	21,065	42,767
Client billings, net	38,634	29,538
Contracted services	7,367	21,110
Other income	20,048	28,026
Interest income	20	41
	<hr/>	<hr/>
<b>Total Support and Revenue</b>	<b>2,575,729</b>	<b>2,220,761</b>
<b>Expenses:</b>		
Program services	2,079,135	2,152,850
General and administrative	406,278	225,721
Fundraising	29,983	32,479
	<hr/>	<hr/>
<b>Total Expenses</b>	<b>2,515,396</b>	<b>2,411,050</b>
Change in Net Assets	60,333	(190,289)
Unrestricted Net Assets, Beginning of Year	<hr/> 179,276	<hr/> 369,565
Unrestricted Net Assets, End of Year	\$ <u>239,609</u>	\$ <u>179,276</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	Program <u>Services</u>	General and <u>Administrative</u>	<u>Fundraising</u>	2015 <u>Total</u>	2014 <u>Total</u>
Advertising	\$ 1,722	\$ 48	\$ -	\$ 1,770	\$ 2,757
Accounting fees	-	14,025	-	14,025	7,075
Client services	34,671	115	-	34,786	63,807
Client transportation	4,529	1	-	4,530	13,628
Conferences and conventions	148	116	-	264	1,244
Contract services	43,915	4,702	-	48,617	25,405
Depreciation	189,496	6,641	-	196,137	196,091
Employee benefits	157,532	53,994	2,200	213,726	225,158
Food	102,024	24	-	102,048	92,960
Fundraising expense	-	-	119	119	-
Garbage and trash removal	2,482	60	-	2,542	2,626
Grant expenses	73,980	-	-	73,980	-
Information technology	1,023	5,191	-	6,214	1,030
Insurance	14,764	5,459	-	20,223	13,377
Interest	-	1,676	-	1,676	-
Journals and publications	177	4	-	181	539
Legal fees	1,447	849	-	2,296	-
Membership dues	1,526	641	-	2,167	3,105
Miscellaneous	8,330	8,635	-	16,965	7,321
Mortgage interest	78,963	99,581	-	176,544	254,676
Office supplies	10,388	147	88	10,623	5,758
Operating and maintenance	55,021	1,831	-	56,852	55,065
Operational supplies	29,119	154	-	29,273	24,860
Payroll taxes	91,112	4,703	2,254	98,069	113,419
Postage	489	40	-	529	2,002
Professional fees	8,709	211	-	8,920	14,183
Rent	17,673	-	-	17,673	-
Salaries and wages	1,055,666	194,524	25,322	1,275,512	1,168,445
Snow removal	-	-	-	-	8,887
Staff development	4,412	145	-	4,557	3,757
Staff expenses	-	515	-	515	1,180
Staff travel	1,999	122	-	2,121	6,191
Telephone	3,468	306	-	3,774	3,179
Utilities	66,149	1,601	-	67,750	74,913
Vehicle expenses	20,201	217	-	20,418	18,422
<b>Total functional expenses</b>	<b>\$ 2,079,135</b>	<b>\$ 406,278</b>	<b>\$ 29,983</b>	<b>\$ 2,515,396</b>	<b>\$ 2,411,050</b>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2015

(With Comparative Totals as of June 30, 2014)

Cash Flows From Operating Activities:	<u>2015</u>	<u>2014</u>
Change in net assets	\$ 60,333	\$ (190,289)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	198,278	196,091
(Increase) Decrease In:		
Accounts receivable	(111,284)	(14,898)
Other current assets	(18,384)	(250)
Increase (Decrease) In:		
Accounts payable	(78,476)	86,639
Accrued expenses and other liabilities	<u>91,631</u>	<u>11,780</u>
Net Cash Provided By Operating Activities	142,098	89,073
Cash Flow From Investing Activities:		
Purchase of fixed assets	-	(3,750)
Change in reserve for replacements	<u>(1,395)</u>	<u>(8)</u>
Net Cash Used By Investing Activities	(1,395)	(3,758)
Cash Flows From Financing Activities:		
Change in due to related organizations	5,880	45,035
Proceeds from line of credit	51,403	-
Payments to line of credit	(3,500)	-
Principal payments on long term debt	-	(147,183)
Debt issuance costs, net	<u>(46,549)</u>	<u>-</u>
Net Cash Provided (Used) By Financing Activities	<u>7,234</u>	<u>(102,148)</u>
Net Increase (Decrease)	147,937	(16,833)
Cash and Cash Equivalents, Beginning of Year	<u>83,938</u>	<u>100,771</u>
Cash and Cash Equivalents, End of Year	<u>\$ 231,875</u>	<u>\$ 83,938</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 171,573</u>	<u>\$ 255,421</u>
Non-cash debt refinancing	<u>\$ 3,930,523</u>	<u>\$ -</u>

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

## GREATER NASHUA COUNCIL ON ALCOHOLISM

### Notes to the Financial Statements

1. **Organization:**

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

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

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

**Accounting for Contributions and Financial Statement Presentation**

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

**Basis of Accounting**

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

### Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

### Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

### Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2015, management has taken into account a variety of factors.

### Property, Equipment and Depreciation

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

### Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

### Tax Status

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

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2015, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

### **3. Concentration of Credit Risk - Cash and Cash Equivalents:**

The carrying amount of the Organization's deposits with financial institutions was \$246,336 and \$97,004 at June 30, 2015 and 2014, respectively. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank. The bank balance is categorized as follows:

	<u>2015</u>	<u>2014</u>
Insured by FDIC	\$ <u>265,213</u>	\$ <u>115,750</u>
Total Bank Balance	\$ <u>265,213</u>	\$ <u>115,750</u>

### **4. Accounts Receivable, Net:**

Accounts receivable at June 30, 2015 consists of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 144,469	\$ -	\$ 144,469
Medicaid	89,746	(22,437)	67,309
State	73,960	-	73,960
Other	<u>47,897</u>	<u>-</u>	<u>47,897</u>
Total	\$ <u>356,072</u>	\$ <u>(22,437)</u>	\$ <u>333,635</u>

**5. Property, Equipment and Depreciation:**

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

	<u>2015</u>	<u>2014</u>
Land	\$ 742,500	\$ 742,500
Land improvements	1,743	1,743
Building	5,646,560	5,646,560
Building improvements	22,637	22,637
Furniture and fixtures	34,511	34,511
Equipment	11,276	11,276
Vehicles	<u>22,297</u>	<u>22,297</u>
Subtotal	6,481,524	6,481,524
Less: accumulated depreciation	<u>(663,852)</u>	<u>(467,715)</u>
Total	<u>\$ 5,817,672</u>	<u>\$ 6,013,809</u>

Depreciation expense for the years ended June 30, 2015 and 2014 totaled \$196,137 and \$196,091, respectively.

The estimated useful lives of the depreciable assets are as follows:

<u>Assets</u>	<u>Years</u>
Land improvements	15
Building and improvements	30
Furniture and fixtures	5 - 7
Equipment	5
Vehicles	5

**6. Reserve for Replacements:**

Reserve for replacements consist of funds required to be used for the replacement of property, with prior approval by the New Hampshire Housing Finance Authority.

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

Accrued expenses and other liabilities consist of the following:

	<u>2015</u>	<u>2014</u>
Accrued payroll and related liabilities	\$ 203,828	\$ 105,878
Accrued interest	5,175	11,346
HSA liability	-	148
Total	<u>\$ 209,003</u>	<u>\$ 117,372</u>

**8. Due to Related Organizations:**

Due to related organizations represents short-term liabilities due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2015 are as follows:

	<u>2015</u>	<u>2014</u>
Current:		
Harbor Homes, Inc.	\$ 56,975	\$ 55,249
Healthy at Home, Inc.	96,280	95,440
Milford Regional Counseling Services	3,862	-
Southern New Hampshire HIV/AIDS Task Force	<u>26,507</u>	<u>27,055</u>
Total	<u>\$ 183,624</u>	<u>\$ 177,744</u>

**9. Bonds Payable:**

Bonds payable as of June 30, 2015 were as follows:

\$3,963,900 in New Hampshire Health and Education Facilities Authority bonds, dated September 15, 2014, due in monthly installments of \$19,635, including principal and interest at 4.00%, maturing in 2042, secured by real property, guaranteed by Harbor Homes, Inc.	<u>\$ 3,905,364</u>
Total	3,905,364
Less amount due within one year	<u>(80,825)</u>
Long term debt, net of current portion	<u>\$ 3,824,539</u>

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

<u>Year</u>	<u>Amount</u>
2016	\$ 80,825
2017	84,165
2018	87,594
2019	91,163
2020	94,490
Thereafter	<u>3,467,127</u>
Total	<u>\$ 3,905,364</u>

**10. Mortgages Payable, Deferred:**

The Organization received special financing as partial funding for a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. Certain covenants apply related to eligibility and use of the mortgaged property. The balance of these notes at June 30, 2015 is as follows:

- Federal Home Loan Bank of Boston – Affordable Housing Program \$385,000
- New Hampshire Housing Finance Authority \$1,500,000

**11. Transactions with Related Parties:**

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

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

The Organization rents space from Harbor Homes, Inc., a related organization. Rent expense for the year under this agreement was approximately \$17,000.

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

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

There were no restricted net assets during the year ended June 30, 2015 and, as a result, no net assets were released from restrictions.

**13. Retirement Plan:**

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the years ended June 30, 2015 and 2014 were \$39,674 and \$26,267, respectively.

**14. Concentration of Risk:**

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2015, the State of New Hampshire accounted for 50% and Medicaid accounted for 35% of total revenues.

**15. Fair Value Measurements:**

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at

the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;

- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Bonds payable	\$ 3,905,364	\$ 3,905,364	\$ -	\$ 3,905,364	\$ -
Mortgages payable, deferred	1,885,000	1,885,000	-	1,885,000	-
Due to related organizations	<u>183,625</u>	<u>183,625</u>	<u>-</u>	<u>-</u>	<u>183,625</u>
Total liabilities	\$ <u>5,973,989</u>	\$ <u>5,973,989</u>	\$ <u>-</u>	\$ <u>5,790,364</u>	\$ <u>183,625</u>

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

	<u>Fair Value Measurements Using Significant Unobservable Inputs Level Three</u>
	<u>Due to related</u>
Beginning balance June 30, 2014	\$ 177,744
Advances	163,654
Reductions	<u>(157,773)</u>
Ending balance June 30, 2015	<u>\$ 183,625</u>

**16. Subsequent Events:**

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2015 through December 10, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2015

	28 Day Residential CMMHRT	60 Day Residential CMMHRT	Access To Recovery	Cynthia Day Family Center CMMHRT	HUD Transitional Living	Intensive Outpatient	Outpatient	Passthrough	Project Hope	Rapid Rehousing	Other	Total
Advertising	\$ 256	\$ 463	\$ 2	\$ 948	\$ 57	\$ 46	\$ 40	\$ -	\$ -	\$ -	\$ 0	\$ 1,722
Client services	1,454	1,894	-	30,169	641	165	285	-	50	-	33	34,871
Client transportation	212	1,678	200	1,936	401	101	1	-	-	-	-	4,528
Conferences and conventions	22	41	1	73	3	4	3	-	-	-	1	148
Contract services	5,509	10,009	71	18,258	1,142	887	1,824	-	5,813	-	202	43,915
Depreciation	29,902	43,343	213	95,066	10,269	5,187	4,404	-	-	-	1,102	189,486
Employee benefits	28,848	38,823	210	55,314	2,348	11,038	23,786	-	228	33	1,108	167,532
Food	11,787	15,712	-	51,057	23,425	11	50	-	-	-	2	102,024
Garbage and trash removal	373	681	3	1,223	57	70	61	-	-	-	14	2,462
Grant expenses	-	20	-	-	-	-	-	73,960	-	-	-	73,960
Information technology	156	268	1	513	24	28	26	-	-	-	6	1,023
Insurance	2,216	4,057	17	7,274	338	415	363	-	-	-	84	14,764
Journals and publications	27	49	-	87	4	5	4	-	-	-	1	177
Legal fees	412	413	-	622	-	-	-	-	-	-	-	1,447
Membership dues	229	419	-	752	35	44	38	-	-	-	9	1,528
Miscellaneous	528	3,902	-	777	221	63	704	-	2,118	-	17	8,330
Mortgage interest	11,551	21,153	133	37,916	1,759	2,143	1,871	-	-	-	437	78,983
Office supplies	1,141	2,063	5	3,800	271	259	2,538	-	270	-	41	10,388
Operating and maintenance	7,187	14,205	46	27,201	3,156	1,514	1,398	-	-	-	309	55,021
Operational supplies	3,957	5,230	14	14,468	5,373	178	235	-	-	-	36	28,119
Payroll taxes	14,889	17,541	171	31,018	695	9,622	13,151	-	3,251	198	575	91,112
Postage	68	120	-	216	10	13	81	-	-	-	3	488
Professional fees	1,307	2,393	0	4,281	189	247	216	-	-	-	50	8,709
Rent	-	-	-	-	-	-	14,000	-	-	3,673	-	17,673
Salaries and wages	168,016	208,807	1,728	348,011	5,251	118,960	156,978	-	38,902	2,151	8,864	1,055,868
Staff development	431	693	3	1,305	222	167	1,560	-	-	-	11	4,412
Staff travel	194	346	2	654	313	33	70	-	380	-	7	1,998
Telephones	480	896	1	1,808	75	83	286	-	-	-	19	3,468
Utilities	9,827	18,182	85	32,568	1,513	1,865	1,821	-	-	-	377	66,149
Vehicle expenses	1,811	2,875	10	14,846	328	204	184	-	-	-	42	20,201
<b>Total program services expenses</b>	<b>\$ 296,398</b>	<b>\$ 414,076</b>	<b>\$ 2,920</b>	<b>\$ 782,814</b>	<b>\$ 58,131</b>	<b>\$ 154,479</b>	<b>\$ 225,838</b>	<b>\$ 73,960</b>	<b>\$ 51,010</b>	<b>\$ 6,055</b>	<b>\$ 11,356</b>	<b>\$ 2,078,195</b>

See Independent Auditors' Report.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2014

	28 Day Residential CMMIRI	80 Day Residential CMMIRI	Access To Recovery	After Care Driver Intervention	Cynthia Day Family Center CMMIRI	DOJ	HUD Transitional Living	Intensive Outpatient	Outpatient	Project Recovering Lives	Other	Total
Advertising	\$ 386	\$ 709	\$ 14	\$ 14	\$ 1,288	\$ 25	\$ 59	\$ 34	\$ 34	\$ 32	\$ -	\$ 2,575
Client services	1,705	2,707	851	51	58,442	89	1,573	235	-	115	-	63,588
Client transportation	65	878	5,400	-	2,808	-	3,428	950	2	-	-	13,628
Conferences and conventions	67	120	2	2	225	4	20	5	5	5	-	455
Contract services	1,089	1,995	40	40	4,118	70	165	97	97	90	-	7,798
Depreciation	34,455	14,121	1,273	1,273	97,719	2,432	34,870	2,548	1,444	1,273	-	181,408
Employee benefits	28,729	38,163	771	202	59,398	2,874	8,991	13,170	18,052	7,852	1,535	179,637
Food	10,763	14,405	4	4	48,442	8	21,302	11	11	10	-	92,960
Garbage and trash removal	384	703	14	14	1,260	25	58	34	34	32	-	2,558
Information technology	100	164	4	4	328	6	15	8	8	8	-	668
Insurance	1,955	3,418	89	89	8,124	120	283	165	165	154	-	12,430
Journals and publications	75	134	3	3	273	5	14	7	7	6	-	527
Membership dues	343	619	12	12	1,143	21	83	29	224	27	-	2,513
Miscellaneous	782	1,234	17	17	2,546	28	805	41	41	38	-	5,350
Mortgage interest	36,186	66,313	1,334	1,334	118,840	2,322	5,465	3,212	3,212	2,980	-	241,238
Office supplies	641	1,139	21	21	2,342	47	282	156	706	58	-	5,385
Operating and maintenance	7,679	13,723	259	259	26,713	451	2,494	647	623	590	-	53,428
Operational supplies	9,051	4,528	34	34	12,344	59	4,400	82	82	78	-	24,690
Payroll taxes	16,383	20,712	480	103	38,815	1,148	4,018	5,480	8,263	7,092	863	100,186
Postage	258	472	10	10	847	17	38	23	23	21	-	1,727
Professional fees	752	2,084	28	28	2,469	1,449	114	67	87	62	-	7,100
Salaries and wages	158,528	190,064	5,522	444	355,152	13,522	48,088	67,294	102,393	82,806	7,622	1,029,405
Snow removal	1,302	2,393	48	48	4,275	84	197	116	116	108	-	8,577
Staff development	413	608	7	7	1,775	12	415	134	344	15	-	3,728
Staff expenses	100	179	4	4	331	6	22	9	9	8	-	672
Staff travel	725	1,241	21	21	2,211	1,350	347	51	51	47	-	6,065
Telephone	445	818	16	16	1,461	189	67	40	40	37	-	3,107
Utilities	11,056	20,258	408	408	35,745	709	1,675	981	981	913	-	73,132
Vehicle expenses	1,799	2,588	41	41	12,940	71	475	98	98	92	-	18,243
<b>Total program services expenses</b>	<b>\$ 319,136</b>	<b>\$ 406,470</b>	<b>\$ 16,517</b>	<b>\$ 4,483</b>	<b>\$ 894,451</b>	<b>\$ 27,225</b>	<b>\$ 137,565</b>	<b>\$ 85,725</b>	<b>\$ 137,103</b>	<b>\$ 104,347</b>	<b>\$ 9,828</b>	<b>\$ 2,152,850</b>

See Independent Auditor's Report.

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

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

David Aponovich - [REDACTED]

**Treasurer**  
- (Chair, Finance Committee)  
- (Facilities Committee)  
- (Executive Committee)

Joel Jaffe - [REDACTED]

**Asst. Secretary**  
- (Chair, Executive Committee)

Vincent Chamberlain - (6/13)

**Chair of the Board**

Lynn King - [REDACTED]

**Vice Chair**  
- (Chair, RDP Committee)

Laurie Des Rochers - [REDACTED]

- (Facilities Committee)

Melissa Knight - [REDACTED]

- (HCC Oversight Committee)

Phil Duhaime - [REDACTED]

- (Governance Committee)  
- (Executive Committee)

Naomi Moody - [REDACTED]

(no committee assignment)

Laurie Gagnon - [REDACTED]

**Secretary**  
- (Chair, Governance Committee)  
- (HCC Oversight Committee)  
- (Executive Committee)

Rick Plante - [REDACTED]

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

Nathan Goodwin - [REDACTED]

- (Governance Committee)  
- (RDP Committee)

Phil Richard - [REDACTED]

- (Facilities Committee)  
- (Governance Committee)

Alphonse Haettenschwiler - [REDACTED]

- (Finance Committee)  
- (Chair, HCC Oversight Committee)

Dan Sallet - [REDACTED]

- (Finance Committee)

**PETER J. KELLEHER, CCSW, LICSW**

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**PROFESSIONAL EXPERIENCE**

- 2006-Present** President & CEO, Southern NH HIV Task Force
- 2002-Present** President & CEO, Greater Nashua Council on Alcoholism, Inc./ Keystone Hall, Nashua, NH
- 1997-Present** President & CEO, Healthy At Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
- 1995-Present** President & CEO, Welcoming Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor Homes, Inc., Nashua, NH  
Currently employed as chief executive officer of six nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 80 programs comprising a \$22,000,000 operating budget; proposal development resulting in more than \$15,000,000 in grants annually; oversight of 350+ management and direct care professionals.
- 2003-2006** Consultant  
Providing consultation and technical assistance throughout the State to aid service and mental health organizations.
- 1980 - 1982** Real Estate Broker, LeVaux Realty, Cambridge, MA  
Successful sales and property management specialist.
- 1979 - 1980** Clinical Coordinator, Task Oriented Communities, Waltham, MA  
Established and provided comprehensive rehabilitation services to approximately 70 individuals with mental and/or developmental disabilities. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** Faculty, Middlesex Community College, Bedford, MA  
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA  
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA  
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971-1976** Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA  
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

**EDUCATIONAL EXPERIENCE**

- 1975 - 1977 Simmons College School of Social Work, Boston, MA  
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

**LICENSES AND CERTIFICATIONS**

- 1979 Licensed Real Estate Broker -- Massachusetts
- 1989 Academy of Certified Social Workers -- NASW
- 1990 Licensed Independent Clinical Social Worker - Massachusetts
- 1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

**PLACEMENTS**

- 1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA  
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA  
Similar to above.

**FIELD SUPERVISION**

- 1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
- 1990 - 1991 Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

**AWARDS**

- High School Valedictorian Award
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007
- The Walter J. Dunfee Corporate Fund Award for Excellence in Non Profit Management 2009
- NH Magazine Business Excellence Award 2010
- Nashua Telegraph Humanitarian of the Year Award 2015
- Lionel W. Johnson Housing Award, Champion of Human Rights 2015

**MEMBERSHIPS**

- Member of the Department of Veterans Affairs Advisory Committee on Homeless Veterans
- Board Member, Community Health Access Network (CHAN)
- National Association of Social Workers
- Former member of the National Healthcare for the Homeless Board of Directors
- Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
- Former Chair, Greater Nashua Continuum of Care
- Former Board Member, New Futures, Concord, NH

# Annette Escalante, MSW, LADC

29 Haig Street  
Manchester, NH 03102

Evening Phone 603-669-3495  
Day phone: 603-867-2224  
E-mail preferida@comcast.net

## Objective

To locate a position where I can utilize my skills and experience to develop programs and services for the economically disadvantaged.

## Education

**Undergraduate Degree:** Springfield College, BA Major: Human Services  
**Graduate Degree:** University of New Hampshire, MSW Major: Social Work  
Currently working towards LICSW

**Licensed Alcohol Drug Counselor (LADC) State of New Hampshire**

## Summary of Qualifications

### Areas of Experience:

- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

### Skill Sets:

- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

## Professional Experience

7/09-Present: **Vice President**  
Keystone Hall, Nashua, NH

In this position, my responsibilities include:

- Oversight of all clinical and administration programs and personnel.
- Develop and supervise provisions of all clinical records and programs offered by the Agency.
- Works in conjunction with CEO to establish goals and plans for long-term financial and clinical success of the Agency.
- Manage overall budgets, funding sources and accounting to ensure integrity and compliance with regulations.
- Maintain personnel records.
- Grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Perform staff job performance evaluations.
- Build and maintain effective relationships with government agencies, service providers, community partners, volunteers, and philanthropic organizations.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

**11/2007-7/09: Administrator of Women Offenders and Family Services**

New Hampshire Department of Corrections-Commissioner's Office, Concord, NH.

In this position, my responsibilities included:

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships, and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy. Currently working on Trauma Training for the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Act as liaison to the interagency coordinating council for women offenders and the department of corrections.

**2009: Springfield College Adjunct Professor**

In this per diem position, my responsibilities include:

- Teaching graduate and undergraduate course.
- Courses include Family Therapy and Cultural Diversity, Addiction Studies and Mental Health Practicum.
- Serving as a field advisor for students.

11/2008-current: **Therapist**

RTT Associates-Manchester, NH

In this per diem position, my responsibilities include:

- Provide individual counseling for men and women to deal with substance abuse and mental health issues weekly using Motivational Interviewing, Behavioral Therapy and Cognitive Behavioral Therapy.
- Provide LADC evaluations.
- Provide assessments.
- Provide recommendations to courts and other referrals sources and coordinate care with mental health providers.

5/1999-present: **Impaired Driver Intervention Program Instructor**

Serenity Place, Manchester, NH

In this per diem position, my responsibilities include:

- Provide 20 hours of alcohol and other drug education classes to mandated clients for first offense Driving While Intoxicated (DWI).
- Provide Spanish speaking classes.
- Provide exit interviews to determine license eligibility.

9/2005-11/2007: **Correctional Counselor/Case Manager-Changed to Program Coordinator**

New Hampshire Department of Corrections, Goffstown, NH.

In collaboration with other management staff, my job responsibilities include creation and implementation of a gender specific trauma informed programs for female offenders. My other job responsibilities include:

- Evaluate substance abuse program for successful outcomes and to ensure best practice criteria are met.
- Supervise substance abuse programs for female offenders at NH State Prison for Women and Shea Farm Transitional Housing Unit.
- Supervision of Counselor/Case Managers at the Women's Prison and Shea Farm
- Responsibility for Program Development and Assessment.
- Supervision of MSW Interns and volunteers.
- Responsible for assuring substance abuse programs for female offenders are in compliance with ACA guidelines.
- Provide intake, assessments, LADC evaluations, treatment recommendations, consultation and coordinate care with mental health, classification, Parole and Probation, and community based organizations.
- Coordinate entry into treatment programs for female offenders in the community.
- Counsel inmates on various personal issues in regard to their transition and continued adjustment into the community, as well as adjustment within the correctional system.
- Provide clinical services to inmates with substance abuse and mental health disorders.
- Provide crisis counseling and conflict resolution.
- Provide groups such as Anger Management and Victim Impact for female offenders.
- Provide translation for Spanish speaking clients.

5/2004-9/2005: **Social Worker/Youth Counselor- City of Manchester Youth Services, Manchester, NH**

- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.
- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse

services within the community.

- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
- Provide translation for Spanish speaking clients.

**6/2000-5/2004: Program Monitor-** New Hampshire Housing Finance Authority, Bedford, NH.

- Monitored low- income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section 8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provide translation services for Spanish speaking tenants, landlords and staff members.

**9/1999-6/2000: Correctional Counselor/Case Manager-** New Hampshire Department of Corrections, Laconia, NH.

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues in regard to their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

**11/1997-9/1999: Outreach Program Coordinator-** New Hampshire AIDS Foundation, Manchester, NH.

- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

**7/1996-11/1997: Youth Outreach Counselor-** City of Manchester Office of Youth Services, Manchester, NH.

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

**6/1994-7/1996: Substance Abuse Counselor-** Providence Hospital, Holyoke, MA.

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients with substance abuse disorders.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.
- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.
- Coordinated Methadone Intakes and Insurance billing.
- Provided translation services for Spanish speaking clients

**11/1993-6/1995: Bridge Team Leader-** AIDS Allies, Springfield, MA.

In this part time position, I was responsible for :

- Program development and planning of a drop in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Springfield Massachusetts.
- Responsible for policy and procedure development.
- Responsible for assuring regulatory compliance with the Springfield Health Department funding guidelines.
- Evaluated and supervised all staff and volunteers at the Drop in Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services to clients with substance abuse disorders including counseling and case management/advocacy.
- Provided clothing and created a safe place for sex workers and intravenous drug abusers.
- Provided translation services for Spanish speaking clients.

**2/1990-6/1994: Counselor Advocate-**YWCA, Springfield, MA.

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four hour hotline coverage for abuse and sexual assault victims.
- Provided Legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data and demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.

Education

Spanish (Verbal and Written)

Community

- Manchester Cultural Diversity Task Force
- Latinos Unidos of NH Advisory Board

2004-2008  
2005-current

References

1. Lori Seog Bureau of Programs/NH DOC
2. Lily Ramos-Spooner Director of Operations/GMAP
3. Edda Cantor Executive Director/Leadership NH



Patricia A. Robitaille, CPA

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## PROFILE

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- 18 years experience in accounting/financial
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

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## PROFESSIONAL EXPERIENCE

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June 2009 – Present      *Vice President of Finance*      Harbor Homes, Inc.

- Responsible for the finances of 9 related non-profit entities with revenues in excess \$22M
- Directly responsible for budgeting, planning, cash management, grants and contracts falling under the business/accounting office
- Reviews and analyzes the monthly, quarterly and annual financial reports
- Analyzes results of cash flows, budget expenditures and grant restrictions
- Assists the President/CEO with financial planning and capital projects
- Responsible for the annual financial and retirement audits of all related entities
- Reviews Federal 990 tax returns and state returns
- Set up web based electronic timesheets
- Implemented the conversion and installation of accounting and HR software
- Prepares and reviews 941 quarterly returns, state unemployment returns
- Oversees worker's compensation renewals, audit preparations, safety controls
- Responsible for coordinating, financing of two \$6M capital construction

Jan. 2007 – Oct. 2008      *Audit Manager*      Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to \$200 million
- Assisted as manager of audits for public corporations with revenues up to \$400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007      *Audit Supervisor*      Melanson Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting

- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

**SIGN  
HERE**



1993 - 1997     *Accounting/Office Manager*     Hammer Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversaw accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterlies and year-end reporting

#### **EDUCATION**

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1988-1991     Rivier College, Nashua, NH - Bachelor of Science, Accounting

#### **OTHER ACHIEVEMENTS**

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Licensed Certified Public Accountant in the State of New Hampshire  
Member of the New Hampshire Society of Certified Public Accountants  
Member of the American Institute of Certified Public Accountants

#### **SOFTWARE EXPERIENCE**

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Excel, Word, PowerPoint, Pro-Fx Tax software, Pro-Fx Trial balance software, QuickBooks, Peachtree, T-Value, various auditing software programs, Sage Non-profit Accounting software, Sage MAS 90 accounting software.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$177,943	2%	\$3,559
Patricia Robitaille	VP of Finance	\$130,000	2%	\$2,600
Anette Escalante	Director	\$88,000	6%	\$5,280



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

August 5, 2016 **G&C Approved**

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

Date 9/7/16  
 Item # 9

**REQUESTED ACTION**

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

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

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

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

**EXPLANATION**

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

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

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

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

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

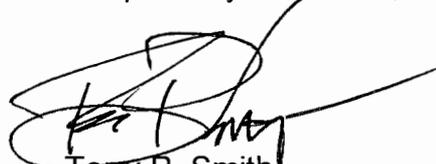
Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers and their young children not receive the substance use disorder treatment services they need.

Area Served: Statewide

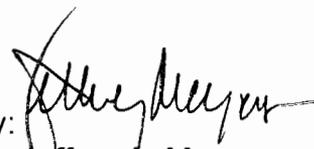
Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA#93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 16NHTANF

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

Respectfully submitted,



Terry R. Smith  
Director

Approved by:   
Jeffrey A. Meyers  
Commissioner

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

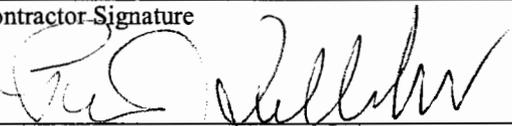
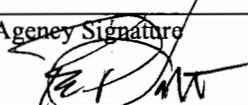
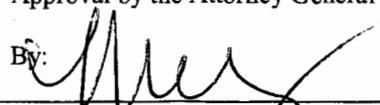
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

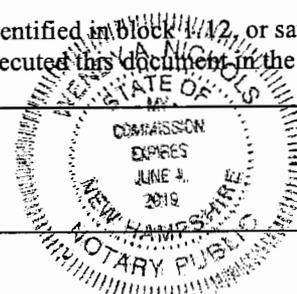
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Nashua Council on Alcoholism.		1.4 Contractor Address 615 Amherst Street Nashua, NH 03063	
1.5 Contractor Phone Number (603) 305-6586	1.6 Account Number 05-95-45-450010-6146	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$500,000
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 Peter Kelleher President and CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>July 29, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Wendy Nichols, Notary</u>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Terry Smith, Director, DFA	
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: <u>8/19/16</u>			
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.
- 1.3. The Contractor shall provide Substance Use Disorder (SUD) treatment as well as either residential housing, supportive housing, and/or housing stabilization services including wraparound services to TANF eligible pregnant and/or parenting women who:
  - 1.3.1. Are experiencing substance use disorders;
  - 1.3.2. Have income at or below the 185% Federal Poverty Level; and
  - 1.3.3. Are homeless, or at risk of becoming homeless.
- 1.4. The Contractor shall keep record of participant eligibility determination, as specified in Section 1.3.
- 1.5. The Contractor shall expand current services, provide new beds, or increase services that are currently available. Funds for this project cannot supplant services currently available.
- 1.6. The Contractor shall be or become a New Hampshire Medicaid provider.
- 1.7. The Contractor shall work, in partnership, with DHHS, specifically DFA, to review/assist with program processes, service provision, and overall program outcomes. Contractor shall work in collaboration with DFA to ensure desired program benchmarks are achieved timely.
- 1.8. The Contractor shall comply with all relevant state and federal laws which include, but are not limited to:

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

**2. Scope of Services**

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

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ability to provide for their families; and address pregnant and parenting women's substance use disorders.

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

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

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

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

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

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

**3. Reporting**

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

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7/29/16

**New Hampshire Department of Health and Human Services**  
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3.1.2. Brief narrative identifying barriers experienced when providing services in the previous month.

3.1.3. Plan to address barriers identified in Section 3.1.2 during the following month.

**4. Benchmarks**

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

**5. Deliverables**

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

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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.

*[Handwritten Signature]*  
1/29/16

Exhibit B-1, Budget

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

Bidder/Program Name: Greater Nashua Council on Alcoholism

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

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

Line Item	Total Program Cost		Contractor Share/Match		Funded by DHH's contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	172,760	-	-	-	172,760	-	190,036
2. Employee Benefits	43,190	-	-	-	43,190	-	47,509
3. Consultants	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-
Rental	1,500	-	-	-	1,500	-	1,650
Repair and Maintenance	1,200	-	-	-	1,200	-	1,320
Purchase/Depreciation	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-
Educational	899	-	-	-	899	-	989
Lab	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-
Office	7,200	-	-	-	7,200	-	7,920
6. Travel	10,076	-	-	-	10,076	-	11,084
7. Occupancy	103,320	-	-	-	103,320	-	113,652
8. Current Expenses	-	-	-	-	-	-	-
Telephone	6,000	-	-	-	6,000	-	6,600
Postage	1,200	-	-	-	1,200	-	1,320
Subscriptions	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-
Insurance	3,600	-	-	-	3,600	-	3,960
Board Expenses	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-
11. Staff Education and Training	3,600	-	-	-	3,600	-	3,960
12. Subcontracts/Agreements	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-
Client Assistance	36,000	-	-	-	36,000	-	39,600
Child Care Cost	52,000	-	-	-	52,000	-	57,200
Client Transportation	12,000	-	-	-	12,000	-	13,200
<b>TOTAL</b>	<b>454,545</b>	<b>10%</b>	<b>45,455</b>	<b>454,545</b>	<b>454,545</b>	<b>45,455</b>	<b>500,000</b>

Contractor Initials: *PK*  
Date: *7/29/16*



**SPECIAL PROVISIONS**

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

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



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

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

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

*pu*  
7/29/14

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

JK  
1/29/16



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

7/29/16  
Date

Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Keller  
Title: President and CEO

Contractor Initials PK  
Date 7/29/16



**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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: *Greater Nashua Council on Alcoholism*

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

7/29/16  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

7/29/16  
Date

Contractor Name: *Greater Nashua Council on Alcoholism*

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

Contractor Initials *PK*  
Date *7/29/16*



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

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

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

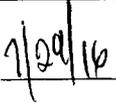
- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and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

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

Exhibit G

Contractor Initials 

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

Date 

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: Greater Nashua Council on Alcoholism

7/29/16  
Date

Name: Peter Keller  
Title: President and CEO



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: *Greater Nashua Council on Alcoholism*

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

7/29/16  
Date

Contractor Initials *PK*  
Date 7/29/16



Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



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

*me*  
1/29/16



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.

*pa*  
1/29/16



Exhibit I

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

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

\_\_\_\_\_  
The State

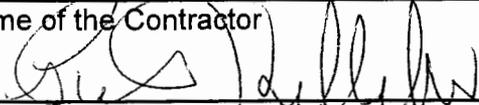
  
\_\_\_\_\_  
Signature of Authorized Representative

Terry Smith  
\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date

Greater Nashua Council on Alcoholism  
\_\_\_\_\_  
Name of the Contractor

  
\_\_\_\_\_  
Signature of Authorized Representative

Peter Kelleher  
\_\_\_\_\_  
Name of Authorized Representative

President and CEO  
\_\_\_\_\_  
Title of Authorized Representative

7/29/16  
\_\_\_\_\_  
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: *Greater Nashua Council on Alcoholism*

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

7/29/16  
Date

*PK*  
7/29/16



**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: 60-291-8707
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____



**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

Terry Smith  
Director

MARCH 9, 2017  
Date

Contractor Name:

Name: KEVIN IRWIN  
Title: CHAIR - BOARD OF DIRECTORS

MARCH 5, 2017  
Date

Acknowledgement:

State of New Hampshire, County of Stratford on 3/5/2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

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

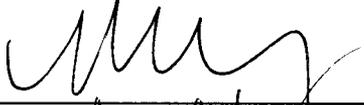
New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

4/3/17  
Date

  
Name: Megan A. Cole  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

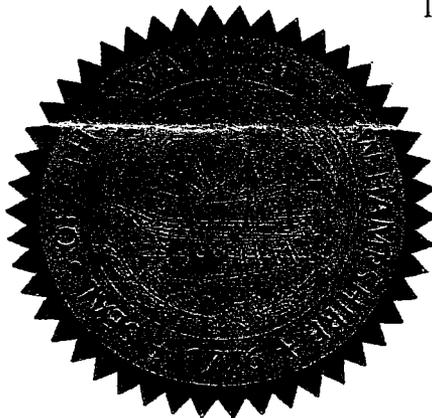
\_\_\_\_\_  
Date

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

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 filed November 25, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of December, A.D. 2015

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Kevin S. 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 November 2, 2016:  
(Date)

**RESOLVED:** That the Board of Directors Chair  
(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 5th day of March, 2017.  
(Date Contract Signed)

4. Kevin Irwin is the duly elected Board of Directors Chair  
(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 5 day of March, 2017.

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

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

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 7/24/18



# HOPE ON HAVEN HILL

326 ROCHESTER HILL RD, ROCHESTER

**Mission:** To provide a nurturing home environment to pregnant women with a Substance Use Disorder who are in recovery, along with their children, for up to a year postpartum.

**Vision:** 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 enriched self-esteem, confidence and a tool-belt full of life skills will promote independence and sustained Sobriety.

**Goal:** To open our doors and accept residents by September 1, 2016. Sooner, if the stars align, as we are hoping they do. 501c3 Nonprofit status is pending. Fiscal Sponsorship is through New Futures of Concord, NH.

**Email:** [hopeonhavenhill@gmail.com](mailto:hopeonhavenhill@gmail.com)

**Facebook:** <http://www.facebook.com>

**Website:** [www.hopeonhavenhill.org](http://www.hopeonhavenhill.org)

**Mailing Address:** Hope On Haven Hill PO Box 1272, Rochester, NH 03867

Donations can be made directly by check or cash sent directly to the PO Box listed above, checks can be made out to Hope On Haven Hill, or through our GoFundMe account which can be found on the website.

**Carvotta, Ami**

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**From:** Mary Ellen Jackson <maryellenjacksonconsulting@gmail.com>  
**Sent:** Wednesday, March 08, 2017 3:51 PM  
**To:** Carvotta, Ami; Mary Ellen Jackson  
**Subject:** Financial reports  
**Attachments:** HHH 123116 BALANCE SHEET revised.pdf; HHH 123116 STMT OF ACTIVITY revised.pdf; FinancialsBoardAgenda.pdf

Hi Ami

We are less than 2 months old, so we wont have an audit yet  
But here is what I can provide, I have asked our CPA if he has more to offer and will get that to you tomorrow.

Mary Ellen Jackson  
[maryellenjacksonconsulting@gmail.com](mailto:maryellenjacksonconsulting@gmail.com)  
Consulting and Interim Executive Director  
Hope on Haven Hill  
603-397-717 cell  
[207-361-3068](tel:207-361-3068) home

Vendor provided 2 Statement of Financial Position & Statement  
of Activity

# **HOPE ON HAVEN HILL**

## **INDEPENDENT AUDIT POLICY**

It is the policy of Hope on Haven Hill (HHH) to undergo an annual independent audit, under the direction of the Finance Committee Committee, in order to fulfill requirements established by federal and state regulatory bodies, as well as to ensure on-going accountability to its funders, members, constituents and the general public.

The audit process shall comply with the following:

- The audit will be completed no later than four and a half months from the close of the fiscal period (unless cause for delay can be substantiated and approved by the Audit Committee).
- The audit will be conducted in compliance with the AICPA Audit & Accounting Guide for Not For-Profit Organizations, and generally accepted auditing standards (GAAS).
- The audit will encompass the entire scope of the organization's activities, including all departments, or entities that operate under the auspices of HHH.
- The audit shall utilize a two (2) year reporting format on all financial statements.

Audit footnote disclosures will follow the disclosure requirements as set forth by the most currently applicable accounting standards, and, at a minimum, include the following:

- Description of organization
- Description of funds
- Description of programs
- Description of significant accounting policies
- Method for allocating costs
- Method for computing depreciation
- Method for computing supporting service costs (overhead/organizational)
- Summary of long-term commitments
- Summary of significant accounting adjustments

HHH will annually request and receive a written management letter, addressing internal control issues, or a written document stating that a management letter was requested but not warranted.

HHH shall respond to all management letter issues identified in writing. HHH's responses shall be incorporated into the body of the management letter to:

- Ensure inclusion to any subsequent distributions of that document.
- Create a complete and formal record of issues and actions taken for future reference.

The audit draft document and management letter will be:

1. Presented to the HHH Audit Committee for review;
2. Discussed initially with the auditor in executive session;
3. Then discussed with management; and
4. Considered and voted upon for approval and recommendation to the Board of Directors for final action.

**ADOPTED: November 2, 2016.**

# Hope On Haven Hill

## STATEMENT OF FINANCIAL POSITION

As of December 31, 2016

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1001 Checking-Profile	4,178.97
1002 Provident Checking	38,427.97
1003 Provident Bank Escrow Savings	12,000.78
1010 Provident Payroll Checking	50.00
<b>Total Bank Accounts</b>	<b>\$54,657.72</b>
Accounts Receivable	
1100 Pledges/donations Receivable	58,101.80
<b>Total Accounts Receivable</b>	<b>\$58,101.80</b>
Other Current Assets	
1550 Gift Cards ON HAND (Rec'd IN KIND)	600.00
<b>Total Other Current Assets</b>	<b>\$600.00</b>
<b>Total Current Assets</b>	<b>\$113,359.52</b>
Fixed Assets	
1600 LHI-Start Up	60,386.93
1601 LHI-Paid from CDBG Grant	103,794.50
1610 Furniture and Fixtures	8,380.00
1700 Vehicles	16,294.00
<b>Total Fixed Assets</b>	<b>\$188,855.43</b>
<b>TOTAL ASSETS</b>	<b>\$302,214.95</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 Accounts Payable (A/P)	0.00
<b>Total Accounts Payable</b>	<b>\$0.00</b>
<b>Total Current Liabilities</b>	<b>\$0.00</b>
<b>Total Liabilities</b>	<b>\$0.00</b>
Equity	
3200 Retained Earnings	70,071.35
Net Revenue	232,143.60
<b>Total Equity</b>	<b>\$302,214.95</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$302,214.95</b>

**Note**

Accounts Receivable item is DHHS Contract for DEC to be received in JAN, \$58,101.80.

# Hope On Haven Hill

## STATEMENT OF FINANCIAL POSITION

As of January 31, 2017

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1001 Checking-Profile	1,372.11
1002 Provident Checking	153,370.38
1003 Provident Bank Escrow Savings	12,001.78
1010 Provident Payroll Checking	-1,124.25
1050 Provident Acct-Online Purchase Deposits	230.52
<b>Total Bank Accounts</b>	<b>\$165,850.54</b>
Accounts Receivable	
1100 Pledges/donations Receivable	65,745.04
<b>Total Accounts Receivable</b>	<b>\$65,745.04</b>
Other Current Assets	
1550 Gift Cards ON HAND (Rec'd IN KIND)	572.24
<b>Total Other Current Assets</b>	<b>\$572.24</b>
<b>Total Current Assets</b>	<b>\$232,167.82</b>
Fixed Assets	
1600 LHI-Start Up	61,809.96
1601 LHI-Paid from CDBG Grant	103,794.50
1610 Furniture and Fixtures	8,380.00
1620 Equipment	3,000.00
1700 Vehicles	16,294.00
<b>Total Fixed Assets</b>	<b>\$193,278.46</b>
<b>TOTAL ASSETS</b>	<b>\$425,446.28</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 Accounts Payable (A/P)	0.00
<b>Total Accounts Payable</b>	<b>\$0.00</b>
Other Current Liabilities	
2500 Provident Line of Credit	0.00
<b>Total Other Current Liabilities</b>	<b>\$0.00</b>
<b>Total Current Liabilities</b>	<b>\$0.00</b>
<b>Total Liabilities</b>	<b>\$0.00</b>
Equity	
3200 Retained Earnings	70,071.35
Net Revenue	355,374.93
<b>Total Equity</b>	<b>\$425,446.28</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$425,446.28</b>

# Hope On Haven Hill

## STATEMENT OF ACTIVITY

July - December, 2016

	TOTAL
<b>REVENUE</b>	
4000 Donations - Unrestricted	97,120.48
4005 Donations - Temporarily Restricted	2,750.00
4200 Gift In Kind Donations	4,030.17
4400 Sales of Promo Product Revenue	400.00
4600 Services - DHHS Etc	168,565.80
4700 Grants Income	6,000.00
4705 GRANTS Income - Restricted	127,456.00
<b>Total Revenue</b>	<b>\$406,322.45</b>
<b>GROSS PROFIT</b>	<b>\$406,322.45</b>
<b>EXPENDITURES</b>	
<b>5000 PROGRAMMING</b>	
5010 PROGRAMMING-Housing Expenses	249.66
5020 PROGRAMMING-FOOD Expenses	1,470.55
5025 PROGRAMMING-Education Materials	1,998.69
5030 PROGRAMMING-Other Materials/Supplies	1,474.53
5040 PROGRAMMING-Resident-family Expenses	861.04
5050 Programming-IN KIND Donations	185.66
<b>Total 5000 PROGRAMMING</b>	<b>6,240.13</b>
6010 Advertising	190.00
6020 Bank Charges	1.00
6030 Board of Directors & Volunteer Expenses	153.90
6035 Business Licenses & fees	200.00
6040 Dues & Subscriptions	282.74
6100 Fundraising Expenses	195.92
<b>6200 Insurance</b>	
6205 Insurance - D&O	1,712.00
6210 Insurance - Liability	8,133.81
6230 Insurance - Workers Comp	14,329.10
<b>Total 6200 Insurance</b>	<b>24,174.91</b>
<b>6400 Legal &amp; Professional Fees</b>	
6406 Accounting & Bookkeeping IN KIND	2,035.00
6415 Management Consulting	11,220.00
<b>Total 6400 Legal &amp; Professional Fees</b>	<b>13,255.00</b>
<b>6500 Office Expenses</b>	
6505 Office Supplies	3,537.99
6506 Office Supplies/Expenses IN KIND	140.74
6510 Stationery & Printing	520.29
6515 Postage and Shipping	76.40
6520 TELEPHONES, Internet Access, Etc	1,753.22

	TOTAL
6525 CELL PHONE Expenses	463.89
<b>Total 6500 Office Expenses</b>	<b>6,492.53</b>
6600 PAYROLL EXPENSES	0.00
6601 Executive Director	13,750.00
6602 Program Director	17,444.17
6604 Clinical Director	14,953.13
6605 SALARIES AND WAGES-ADMIN	0.00
6606 Substance Ab Coun/Case Manager	17,230.87
6607 SALARIES and WAGES-PROGRAM	0.00
6608 SALARIES and WAGES-Fundraising	0.00
6610 Administrative Assistant	6,550.31
6611 Recovery Support Staff	13,896.37
6618 Payroll Taxes-Employer Portion	6,383.92
6619 Payroll Taxes - NH UI&Admin	1,653.79
6620 Employee Benefits	5,618.40
6650 Payroll Service Fees	690.05
6651 PAYROLL Time Clock Fees	165.00
6652 Paychex Retirement Services Fees	755.01
6655 Employment and Hiring Expenses	576.95
<b>Total 6600 PAYROLL EXPENSES</b>	<b>99,667.97</b>
6675 Promotional Expenses/Products	975.97
6700 Rent or Lease	8,400.00
6710 Repair & Maintenance	
6720 Computer IT Repairs & Maint	3,868.48
6725 Facilities Repairs	435.47
6730 Grounds Maintenance	291.88
6735 Cleaning Expenses	69.95
6740 Security & Alarm Fees	346.00
6745 Trash Removal Fees	81.01
<b>Total 6710 Repair &amp; Maintenance</b>	<b>5,092.79</b>
6750 Professional Development	
6755 Certifications and Licensures	240.00
6760 Seminars & Continuing Ed	890.40
<b>Total 6750 Professional Development</b>	<b>1,130.40</b>
6900 Utilities	1,162.81
<b>Total Expenditures</b>	<b>\$167,616.07</b>
NET OPERATING REVENUE	<b>\$238,706.38</b>
OTHER REVENUE	
7000 Interest Earned	0.78
<b>Total Other Revenue</b>	<b>\$0.78</b>
OTHER EXPENDITURES	
8000 Miscellaneous	3.32
8040 Furnishings at Startup	5,477.76
8050 Furnishings - IN KIND	1,082.48
<b>Total Other Expenditures</b>	<b>\$6,563.56</b>
NET OTHER REVENUE	<b>\$ -6,562.78</b>
NET REVENUE	<b>\$232,143.60</b>

# Hope On Haven Hill

## STATEMENT OF ACTIVITY

July 2016 - January 2017

	TOTAL
<b>REVENUE</b>	
4000 Donations - Unrestricted	200,916.62
4001 Donations-Business Community	4,060.90
4005 Donations - Temporarily Restricted	7,750.00
4200 Gift In Kind Donations	4,243.92
4400 Sales of Promo Product Revenue	620.50
4600 Services - DHHS Etc	234,310.84
4700 Grants Income	10,000.00
4705 GRANTS Income - Restricted	132,456.00
<b>Total Revenue</b>	<b>\$594,358.78</b>
<b>GROSS PROFIT</b>	<b>\$594,358.78</b>
<b>EXPENDITURES</b>	
<b>5000 PROGRAMMING</b>	
5001 PROGRAMMING-Child Care Expenses	69.20
5003 PROGRAMMING-Clothing Expenses	77.45
5004 PROGRAMMING-Resident Medical Expenses	390.59
5010 PROGRAMMING-Housing Expenses	361.28
5015 PROGRAMMING-Laundry Expenses - Offsite	727.32
5020 PROGRAMMING-FOOD Expenses	4,199.29
5021 Programming-IN KIND Donations	185.66
5025 PROGRAMMING-Other Resident Expenses-Non Medical	484.28
5035 PROGRAMMING-Resident Books and Activities	214.65
5040 PROGRAMMING-Family Support Expenses	888.04
<b>Total 5000 PROGRAMMING</b>	<b>7,597.76</b>
5100 PROGRAMMING-Other Materials/Supplies	1,968.47
5200 PROGRAMMING-Education Materials	1,998.69
<b>6000 PAYROLL EXPENSES</b>	
6001 Executive Director	17,882.82
6002 Program Director	22,444.17
6004 Clinical Director	20,671.36
6005 SALARIES AND WAGES-ADMIN	0.00
6006 Substance Ab Coun/Case Manager	25,607.82
6007 SALARIES and WAGES-PROGRAM	0.00
6008 SALARIES and WAGES-Fundraising	0.00
6010 Administrative Assistant	8,911.91
6011 Recovery Support Staff	28,754.87
6018 Payroll Taxes-Employer Portion	9,465.42

	TOTAL
6019 Payroll Taxes - NH UI&Admin	3,235.60
6020 Employee Benefits	8,630.44
<b>Total 6000 PAYROLL EXPENSES</b>	<b>145,604.41</b>
6200 Insurance	
6205 Insurance - D&O	1,712.00
6210 Insurance - Liability	8,329.81
6215 Insurance - Workers Comp	14,329.10
<b>Total 6200 Insurance</b>	<b>24,370.91</b>
6300 Interest Expense	2.73
6400 Professional Fees & Consultants	
6405 Accounting and Bookkeeping	360.00
6406 Accounting & Bookkeeping IN KIND	2,248.75
6415 Management Consulting	12,740.00
6450 PAYROLL fees	
6451 Payroll Processing Fees	1,051.47
6452 Paychex Retirement Services Fees	1,006.68
6453 PAYROLL Time Clock Fees	220.00
<b>Total 6450 PAYROLL fees</b>	<b>2,278.15</b>
6460 Employment and Hiring Expenses	604.95
<b>Total 6400 Professional Fees &amp; Consultants</b>	<b>18,231.85</b>
6500 Office Expenses - Consumable Supplies	
6505 Office Supplies	3,889.98
6506 Office Supplies/Expenses IN KIND	140.74
6510 Stationery & Printing	520.29
6515 Postage and Shipping	122.85
6520 TELEPHONES, Internet Access, Etc	1,753.22
6525 CELL PHONE Expenses	463.89
<b>Total 6500 Office Expenses - Consumable Supplies</b>	<b>6,890.97</b>
6600 OTHER Expenses	
6605 Advertising	190.00
6610 Bank Charges	170.00
6615 Board of Directors & Volunteer Expenses	153.90
6620 Business Licenses & fees	200.00
6625 Dues & Subscriptions	322.69
<b>Total 6600 OTHER Expenses</b>	<b>1,036.59</b>
6700 OCCUPANCY Costs	
6705 Rent or Lease	10,600.00
6710 Repair & Maintenance	
6720 Computer IT Repairs & Maint	3,868.48
6725 Facilities Repairs	603.97
6726 Grounds Maintenance	719.21
6727 Cleaning Expenses	69.95
6728 Security & Alarm Fees	457.00
6729 Trash Removal Fees	189.46
<b>Total 6710 Repair &amp; Maintenance</b>	<b>5,908.07</b>
6740 Utilities	1,225.27

	TOTAL
<b>Total 6700 OCCUPANCY Costs</b>	<b>17,733.34</b>
6750 Staff Development and Training	
6755 Certifications and Licensures	240.00
6760 Seminars & Continuing Ed	965.40
<b>Total 6750 Staff Development and Training</b>	<b>1,205.40</b>
6850 TRANSPORTATION-AUTO	
6855 Vehicle - Gas	258.79
6870 Vehicle Registration	82.00
<b>Total 6850 TRANSPORTATION-AUTO</b>	<b>340.79</b>
6900 FUNDRAISING Expenses	195.92
6925 Promotional Expenses/Products	975.97
<b>Total 6900 FUNDRAISING Expenses</b>	<b>1,171.89</b>
6999 Uncategorized Expenditure	2,622.87
<b>Total Expenditures</b>	<b>\$230,776.67</b>
NET OPERATING REVENUE	<b>\$363,582.11</b>
OTHER REVENUE	
7000 Interest Earned	1.80
<b>Total Other Revenue</b>	<b>\$1.80</b>
OTHER EXPENDITURES	
8000 Miscellaneous	-53.69
8040 Furnishings at Startup	7,180.19
8050 Furnishings - IN KIND	1,082.48
<b>Total Other Expenditures</b>	<b>\$8,208.98</b>
NET OTHER REVENUE	<b>\$ -8,207.18</b>
NET REVENUE	<b>\$355,374.93</b>

**Note**  
 CHART OF ACCOUNTS UPDATED JAN 2017 therefore reports. Accounts may have new numbers and new location on the profit and loss.

**Hope on Haven Hill  
Rochester NH**

**2017 Board of Directors Roster**

Irwin	Kevin	Goodwin Community Health (Director of Public Health)
Routhier	Kathleen	Wentworth Douglass Hospital (Registered Nurse)
Hannon	Joseph	Volunteer, Community leader, Politician
Dupont	Lindsey	University of New Hampshire (Associate Director of Gift Planning Administration)
Hamel	Meredith	ROAD to Recovery
Tweedie	Ray	Mortgage Master
Murphy	Michael	Murphy Powers & Wilson Certified Public Accountants, P.C.
Landres	Sarah	State of NH Public Defender

# Colene Arnold, MD, FACOG

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- Certification**                    **January 2006, current**  
Diplomat of the Board of Medical Examiners  
Board Certified – American Board of OB/Gyn
- Residency**                        **July 1999 – June 2003**  
University of Oklahoma Health Sciences Center  
Oklahoma City, Oklahoma
- Medical School**                **1999**  
University of Oklahoma College of Medicine  
▪ Doctor of Medicine  
Oklahoma City, Oklahoma
- Undergraduate**                **1991**  
Yale University School of Medicine  
▪ Graduate Physician Associate Program  
New Haven, Connecticut
- 1986**  
University of Connecticut  
▪ BS, Medical Technology  
Storrs, Connecticut
- Specialty**                         **Obstetrics and Gynecology**
- Licensure**                        **New Hampshire – 2003 - Present**
- Work History**                 **July 2015-Present**  
Hope On Haven Hill, Executive Director  
Co-Founder of a charitable, nonprofit, 501(c) 3, 24 hour Residential Facility for pregnant women with substance use disorder who require a higher level of care than what an outpatient treatment program can provide. Obtained necessary variances from municipality for a Residential Facility to be opened in my current home, developed NH nonprofit and federal exempt status organization, created Board of Directors, developed budget, grant writing, fundraising, planning infrastructure to maintain sustainability, engaged in licensing facility through NH state DHHS.
- August 2003 – Present**  
Garrison Women's Health Center, Dover, NH  
▪ Full-time practicing gynecology, Lab Director  
▪ Active staff, Wentworth Douglass Hospital

Colene M. C. Arnold, MD

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Initials & Date  
2008

**August 2003-Present**

Goodwin Community Health Center, Somersworth, NH

- Consultant for High Risk Pregnancy, special interest in Substance Use Disorder

**August 1996 - August 1997**

Creek Nation Indian Hospital

- Physician Assistant per diem ER/primary care rural hospital

**August 1995 - March 1997**

USPHS Bureau of Prisons

- Physician Assistant per diem
- Provided emergency and primary health care to prison population  
Oklahoma City, Oklahoma

**January 1994 - August 1995, Summer 1996**

USPHS Clinton Indian Hospital, Clinton, OK

- Physician Assistant, HIV Coordinator
- Provided primary and emergency health care to Cheyenne and Arapaho tribes of Oklahoma.

**December 1991 - January 1994**

Konawa Community Health Center, Konowa, Oklahoma

- Physician Assistant, Lab Director, HIV Coordinator
- Developed and implemented successful perinatal program.
- Experience in providing health care to isolated rural areas via mobile health outreach van

**July 1986 - December 1991**

St. Joseph Medical Center, Stamford, CT

- Medical Technologist, ASCP/NCA certified
- Generalist with special emphasis in Blood Banking

**Present Appointments**

- Active Staff appointment since August 2003  
Wentworth Douglass Hospital, Dover, New Hampshire  
Birth Center Committee appointment 2003-present
- Community Action Partnership of Strafford County Board of Directors, Strafford County, NH
  - 2013-present, Executive Board 2013-2015 Secretary
  - 2016-present Treasurer

## Professional Societies

- American College of Obstetrics and Gynecology
- New Hampshire Medical Society
- National Osteoporosis Foundation
- International Pelvic Pain Society
- American Society for Colposcopy & Cervical Pathology
- New Hampshire Center For Nonprofits
- New Hampshire Providers Association

## Advanced Certifications

- Advanced Neonatal Life Support (NALS)
- Physician Assistant, formerly NCCPA Certified
- Medical Technologist, formerly ASCP, NCA Certified

## Honors

- Resident representative for Medical Mission to Bolivia 2002.
- Ciba-Geneva Community Service Award, 1996-1997
- Family And Community Medicine Interest Group Award for Outstanding Leadership, 1996-1997
- Scholarship Award, American Academy of Physician Assistants, 1990
- Scholarship Award, Connecticut Academy of Physician Assistants, 1990
- Scholarship Award, General federation of Women's Clubs, 1990

## Research/ Publications

- *Indications for Labor Induction: Differences Between University and Community Hospitals. Journal of Reproductive Medicine. 2000; 45:469-475*
- *Low Backache During Pregnancy: Acute Hemodynamic Effects of a Lumbar Support. Journal of Reproductive Medicine. 1999; 44:1007-1011*

## Presentations

- Coping with Menopausal Symptoms, Breast Cancer Support Group Wentworth Douglass Hospital September 2007
- HPV Vaccine Primary Cervical Cancer Prevention Wentworth Douglass Hospital Grand Rounds September 2007
- HPV Vaccine, Cervical Cancer Prevention, Community Lecture Series, Wentworth Douglass Hospital, September 2006
- Demystifying Pap and HPV Testing in 2006, Wentworth Douglass Hospital, Grand Rounds May 2006
- Substance Abuse in Pregnancy, Planned Parenthood Chapters of Oklahoma City, February 2002
- Grand Rounds, October 2001, OUHSC Department of Obstetrics and Gynecology Substance Abuse in Pregnancy

Kerrylee Norton, RN

**OBJECTIVE: Obtain Position as Medication Assisted Treatment (MAT)-RN**

## **WORK EXPERIENCE**

**Dates Employed**

**7/1/15- Present**

**Chief Operating Officer**

**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 4 inpatient treatment facility licensure, Prepare policies 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 on a Volunteer basis assist them with getting support and treatment.**

**11/2008- 11/13/15**

**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 Microdermabrasions, Chemical Peels and Laser therapy.**

---

**5/1994- 10/2008**

**Portsmouth Regional Hospital, Portsmouth NH**

**Maternal Child Nurse  
Resource Nurse**

**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 Nurse and Staff Orientation.**

**1/2000- 1/2005**

**Pediatric Nurse**

**Portsmouth Pediatric Associates, Portsmouth NH**

**Weekend Coverage for Triage and 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 Patients results, and treatment protocols. Assisted Dr. Lantinen with Infertility patients. Taught and Coordinated all Childbirth Education Programs.**

**5/1993- 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 settings. 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**

**5/1994- 10/2008**

**Portsmouth Regional Hospital, Portsmouth NH**

**Maternal Child Nurse**

**Resource Nurse**

**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 Nurse and Staff Orientation.**

**1/2000- 1/2005**

**Pediatric Nurse**

**Portsmouth Pediatric Associates, Portsmouth NH**

**Weekend Coverage for Triage and 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 Patients results, and treatment protocols. Assisted Dr. Lantinen with Infertility patients. Taught and Coordinated all Childbirth Education Programs.**

**5/1993- 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 settings. Elementary, Middle School and High School.**

**Past and Present Certifications:**

**NRP, BCLS, ACLS, CPSN and STABLE. Maine State Registered Nurse**

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**License compact state**

**References upon Request**

Jennifer Stout, M.A, LCSW, LICSW, MLADC

**Education:**

Boston University, Boston, MA  
Master of Social Work (MSW), May 2004  
Clinical Major

University of Pennsylvania, Philadelphia, PA  
Master of Sociology (MA), Dec 2002  
Concentration in Drug Abuse and Poverty

Haverford College, Haverford, PA  
Bachelor of Arts (BA), May 1997

**Licensure:**

Licensed Clinical Social Worker, Maine, May 2008 (current)  
Licensed Independent Clinical Social Worker, New Hampshire, February 2011 (current)  
Master Alcohol and Drug Counselor, New Hampshire, November 2012 (current)

**Related Experience:**

**Manchester Community Health Center** 3/15 – Present  
Provide individual assessment and treatment for individuals with mental health and substance use disorders in a community health care setting. Provide brief and longer term counseling, as well as specialized substance abuse and trauma treatment to clients as appropriate, including Seeking Safety, DBT, and Progressive Counting. Work with medical staff, interpreters, nutritionists and community workers to provide integrated care for a diverse population. Supervise clinicians towards MLADC certification.

**R.O.A.D To a Better Life** 6/14-Present  
Therapist  
Provided initial assessment and treatment planning for clients participating in Suboxone treatment program. Maintained a caseload of individual therapy clients diagnosed with co-occurring disorders. Planned and facilitated 3-4 therapy groups per week, including gender specific programming for women, exploring topics such as the science of addiction, relapse prevention, recovery skills and healthy relationships.

**Families First Health and Support Center** 12/10-6/14  
Homeless Health Care Program/ Prenatal Care Program  
Substance Abuse and Mental Health Counselor  
Provided individual and group substance abuse counseling in the community to individuals who were homeless. Worked closely with medical and care coordination staff on the mobile health care van to meet and offer services to clients in a timely manner. Offered assessment, treatment planning and ongoing counseling using motivational interviewing, cognitive behavioral, DBT, and trauma-informed approaches. Offered crisis intervention services as needed, often working closely with other local agencies to respond best to clients needs.

**Counseling Services, Inc, Biddeford, ME** 9/04-8/10  
-Clinician, Crisis Response Services: Provided telephone support and assessment, as well as face-to-face assessments for adults and children experiencing psychiatric emergencies. Work with clients, agency supervisors and psychiatrists to create a disposition that maintains client safety in the least restrictive setting.  
-Clinical Case Manager: Provided supportive counseling and case management services to adults with severe and persistent mental illness. As member of Intensive Community Integration team, worked with

clients needing a high level of care. Facilitated family meetings, provided crisis intervention services, took part in weekly multi-disciplinary team meeting. Co-facilitated skills building and activity group weekly.

**VA Boston Healthcare System, Boston, MA** 9/03-5/04

Social Work Intern/ Substance Abuse and Homelessness Programs

Provided counseling services to veterans in recovery from substance abuse. Trained and certified in Seeking Safety protocol which provides skills-based therapy to clients with PTSD and substance abuse. Co-facilitated two dual-diagnosis groups. Assisted in intake process at New England Shelter for Homeless Veterans.

**Tewksbury State Hospital, Tewksbury, MA** 9/02-5/03

Social Work Intern/ Inpatient Psychiatry Unit

Performed intakes and assessments, provided case management, supportive counseling, and crisis intervention services for individuals with severe and persistent mental illness on a locked psychiatric unit. Facilitated family meetings and developed treatment and discharge plans .

**Group Facilitation**

- R.O.A.D To a Better Life: Facilitate a woman's group and mixed gender group weekly, exploring topics such as relapse prevention, recovery skills, mindfulness, healthy relationships, and motivational enhancement. 6/15- Present.
- Crossroads House: Facilitate a weekly "Mindfulness in Recovery" group for men living.
- Bonfire Recovery: Working to develop group programming for men's sober house.

**Teaching/ Training**

- **Adjunct Faculty, York County Community College, Well, ME:** Teach Introduction to Psychology and Abnormal Psychology. Develop course syllabus, evaluate student success through exams, oral presentations, and research papers, deliver instruction in a face to face environment, 2010-present.

**Conference Presentations**

- "Understanding High Risk Behaviors and Providing Trauma Informed Care for Social Workers" NASW Pennsylvania Chapter, October 2015 (upcoming)
- "Understanding High Risk Behaviors and Providing Trauma Informed Care in a Homeless Healthcare Setting". National Health Care for the Homeless Conference and Policy Symposium, May, 2014.
- "Providing Trauma-Informed Care: Opportunities for Home Visitors". New Hampshire Children's Trust Annual Conference: Substance Abuse During Pregnancy and Beyond, May 2013. Upcoming:

**Agency Trainings**

- "Providing Trauma-Informed Care for Shelter Residents" Staff Training: Crossroads House, Portsmouth, 2012, 2013, 2014.
- "Introduction to Trauma Informed Care", Staff Training, Families First, Portsmouth, NH, 2014.

**Volunteer Work**

Prevention Point Philadelphia, Needle Exchange, Philadelphia, PA 1994-1997, 1999-2002

DBHART Disaster Relief Volunteer, Concord, NH 2012- Present.

Rockingham County Jail- Substance abuse and Stress Management group for inmates

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Colene Arnold, MD	Executive Director	\$31.25/hr 0.5FTE \$32,500	50%	\$16,250
Kerry Norton, RN	Program Director	\$31.25/hr \$65,000	50%	\$32,500
Jen Stout LCISW, MLADC	Clinical Director	\$31.25/hr \$65,000	50%	\$32,500



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, 2015 **G&C Approved**

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

Date 8/3/16  
 Item # Late Item A

**REQUESTED ACTION**

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

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

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

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

**EXPLANATION**

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

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

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

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

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

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

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

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-Opend-02)

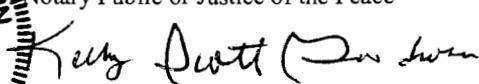
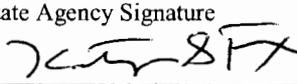
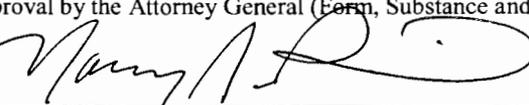
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

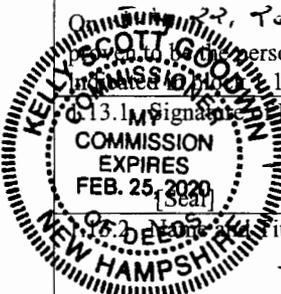
**AGREEMENT**

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 <del>\$500,000</del> \$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 <u>New Hampshire</u> County of <u>Strafford</u> On <u>June 22, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily appeared to the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity of <u>Chairperson</u> .			
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: <u>7/29/2016</u>			
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:

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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.

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

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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 Medicaid along with nominal fees for ancillary services provided.

**Expenses:**

**A. Personnel**

**2016-2017**

**1. TOTAL SALARIES/WAGES:**

**Direct Program Staff:**

· HHH Program Director- (40.00 hrs/wk x \$31.25 per hr x 52 wks)	\$	65,000.00	\$	32,500.00
· HHH Clinical Director-MLADC, LCISW (40.00 hrs/wk x \$31.25 per hr x 52 wks)	\$	65,000.00	\$	32,500.00
· HHH MLDAC- (32.00 hrs/wk x \$28.00 per hr x 52 wks)	\$	46,592.00	\$	23,296.00
· HHH Case Manager- (20.00 hrs/wk x \$16.71 per hr x 52 wks)	\$	34,756.80	\$	17,378.40
· HHH 3 Overnight Staff- (48.00 hrs/wk x \$15.40 per hr x 52 wks) (20.00 hrs/wk x \$14.98 per hr x 52 wks) (40.00 hrs/wk x \$15.40 per hr x 52 wks)	\$	86,049.60	\$	43,024.80
<b>Total Direct Program Staff</b>	<b>\$</b>	<b>297,398.40</b>	<b>\$</b>	<b>148,699.20</b>

**Management Staff:**

· HHH ED- (20.00 hrs/wk x \$31.25 per hr x 52 wks)	\$	32,500.00	\$	16,250.00
· HHH Admin Assist- (40.00 hrs/wk x \$14.40 per hr x 52 wks)	\$	29,952.00	\$	14,976.00
· HHH Billing/Coder- (20.00 hrs/wk x \$18.50 per hr x 52 wks)	\$	19,240.00	\$	9,620.00
<b>Total Management Staff</b>	<b>\$</b>	<b>81,692.00</b>	<b>\$</b>	<b>40,846.00</b>

**Total Direct Staff + Management Staff**

\$	379,090.40	\$	189,545.20
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**TOTAL: SALARYWAGES (A)**

\$	379,090.40	\$	189,545.20
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**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
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**TOTAL PERSONNEL (A + B)**

\$	485,235.71	\$	242,617.86
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**3. CONSULTANTS:**

Development of Infrastructure

\$	20,000.00	\$	10,000
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**Total Consultant**

\$	20,000.00
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Contractor Initials: MT  
 Date: 1/22/16

**Exhibit B-1 Budget**

<b>4. EQUIPMENT:</b>			
· Cell phone \$400 x4, 5 agency laptops x 700,	\$	5,100.00	\$ 2,550.00
<b>Total Equipment</b>	<b>\$</b>	<b>5,100.00</b>	<b>\$ 2,550.00</b>
<b>5. SUPPLIES:</b>			
· General Office Supplies	\$	5,000.00	\$ 2,500.00
· Education Supplies families	\$	1,000.00	\$ 500.00
<b>Total Supplies</b>	<b>\$</b>	<b>6,000.00</b>	<b>\$ 3,000.00</b>
<b>6. TRAVEL:</b>			
· Staff Travel Reimbursement (\$.50 per mile x 40 miles/week x 3 staff x 52 weeks)	\$	3,120.00	\$ 1,560.00
<b>Total Travel</b>	<b>\$</b>	<b>3,120.00</b>	<b>\$ 1,560.00</b>
<b>7. OCCUPANCY:</b>			
facilities lease based on fair market rate \$14.00 triple net	\$	31,640.00	\$ 15,820.00
snow and lawn care	\$	4,000.00	\$ 2,000.00
repairs and maintenance	\$	5,000.00	\$ 2,500.00
Utilities	\$	6,880.00	\$ 3,440.00
<b>Total Occupancy</b>	<b>\$</b>	<b>47,520.00</b>	<b>\$ 23,760.00</b>
<b>8. CURRENT EXPENSES:</b>			
· Telephone (\$200/month cell 55 x4 x 12	\$	5,040.00	\$ 2,520.00
background check	\$	1,150.00	\$ 575.00
· Postage	\$	1,000.00	\$ 500.00
· Subscriptions;	\$	500.00	\$ 250.00
· Payroll	\$	3,500.00	\$ 1,750.00
· Audit and Legal	\$	10,000.00	\$ 5,000.00
Meals without USDA reimbursement \$3/meal/day/adult	\$	26,280.00	\$ 13,140.00
cleaning and laundry supplies	\$	2,000.00	\$ 1,000.00
Child Care	\$	20,000.00	\$ 10,000.00
Transportation	\$	10,000.00	\$ 5,000.00
Nonmedical Services not covered by Medicaid	\$	20,000.00	\$ 10,000.00
· Insurance includes Malpractice, General Liability and Property Insurance, state license fee, auto insur.	\$	9,780.00	\$ 4,890.00
<b>Total Current Expenses</b>	<b>\$</b>	<b>109,250.00</b>	<b>\$ 54,625.00</b>

Contractor Initials: MT

Date: 7/22/16

Exhibit B-1 Budget

<b>9. Software:</b>				
<b>Total Software</b>	\$	2,000.00	\$	1,000.00
	\$	<b>2,000.00</b>	\$	1,000.00
<b>10. Marketing / Communications</b>				
Flyers, Brochures, PSA's, Website, business cards	\$	2,500.00	\$	1,250.00
<b>Total Marketing/Communications</b>	\$	<b>2,500.00</b>	\$	1,250.00
<b>11. STAFF EDUCATION/TRAINING:</b>				
Professional Development	\$	4,250.00	\$	2,125.00
<b>Total Staff Education/Training</b>	\$	<b>4,250.00</b>	\$	2,125.00
<b>12. SUBCONTRACTS/AGREEMENTS:</b>				
<b>Total Subcontracts/Agreements</b>	\$	-		
<b>13. OTHER:</b>				
Funds for translation services for families requiring this service	\$	1,000.00	\$	500.00
<b>Total Other</b>	\$	<b>1,000.00</b>	\$	500.00
<b>14. Outpatient Staff for waitlist/transitoning residents</b>				
Staff MLADC ; 32 hr/wk x \$28 per hr x 52 wk				\$46,592.00
Substance Use Disorder Counselor; 32 hr/wk x \$15.61 per hr x 52 wk				\$25,975.04
Case Manager 0.5 FTE; 20 hr/wk x \$16.71 per hr x 52 wk				\$17,378.40
<b>Total Outpatient staff</b>				\$89,945.44
<b>15. Total Benefits Outpateint Staff:</b> as above 28% salary				\$25,184.72
<b>16. Current Expenses as above:</b> 25% for Outpatient services				\$27,312.50
<b>17. Outpatient Lease Space</b>				
<b>Total</b>				\$24,000.00
<b>TOTAL EXPENSES</b>	\$	<b>685,975.71</b>	\$	<b>\$482,118.01</b>

Contractor Initials: MT  
 Date: 7/22/16

**Exhibit B-1 Budget**

\$ (342,243.71)

<b>REVENUE</b>		
NH Medicaid pregnant woman/day \$162.60 avg stay 180 days x 4 women	\$	117,072.00
NH Medicaid woman and child/day \$228.00 avg stay 180 days x 4 women	\$	164,160.00
Self Pay \$550/ day avg stay 180 days x 1 woman	\$	10,000.00
Donations		
Development Based on 2015-2016 figures		
Open House	\$	6,500.00
Golf Tournament	\$	30,000.00
Pancake Breakfast	\$	1,000.00
Fall Gala	\$	10,000.00
Twice the Fun	\$	5,000.00
<b>TOTAL</b>	\$	<b>343,732.00</b>

Contractor Initials: MH  
 Date: 7/22/16



**SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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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.



**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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- 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:  
Title: Board of Directors  
Hope on Haven Hill



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

7/22/16  
Date

Meredith Hamel Chairperson  
Name: Board of Directors  
Title: Hope on Haven Hill

MH  
7/22/16



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order 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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

7/22/16  
Date

Meredith Hamel, Chairperson  
Name: Board of Directors  
Title: Hope on Haren 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 Haren Hill

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

7/22/16  
Date

Meredith Hamel, Chairperson  
Name:  
Title: Board of Directors,  
Hope on Haven Hill

MH  
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.

*MH*

*7/22/16*



Exhibit I

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

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

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

MT

7/22/16



Exhibit I

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

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

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

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

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

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

*MAH*

7/22/16



Exhibit I

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

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

*MT*

*7/22/16*



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*MH*  
Date 7/22/16



Exhibit I

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

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

DHHS  
The State

[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 Haven Hill

Contractor Initials MH  
Date 7/22/16

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 080088208
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____

mt  
7/22/16



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

This 1st Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as “Amendment #1”) dated this February 15th of 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 21, 2016 (#11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

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

New Hampshire Department of Health and Human Services



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

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

State of New Hampshire  
Department of Health and Human Services

Terry Smith  
Director

MARCH 9, 2017  
Date

Contractor Name: Families in Transition

February 22, 2017  
Date

  
Name: Maureen Beauregard  
Title: President

Acknowledgement:

State of New Hampshire, County of Hillsborough on February 22, 2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

  
Name and Title of Notary or Justice of the Peace

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

Ruth Syrek, Admin Asst. / Notary Public

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/3/19

Name: Megan A. York  
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

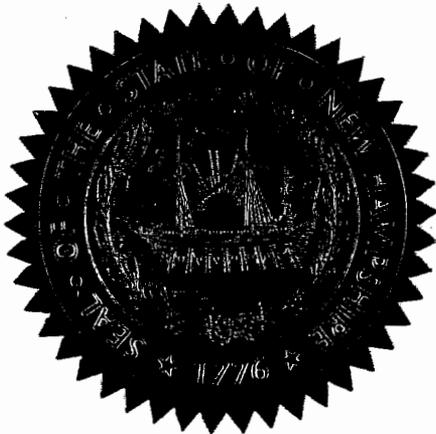
Date \_\_\_\_\_

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

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 FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Dick Anagnost, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on February 22, 2017 :  
(Date)

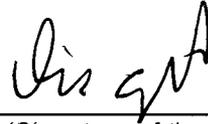
**RESOLVED:** That the President  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 22 day of February, 2017.  
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 22 day of February, 2017.

By Dick Anagnost  
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)



(NOTARY SEAL)

Commission Expires: \_\_\_\_\_



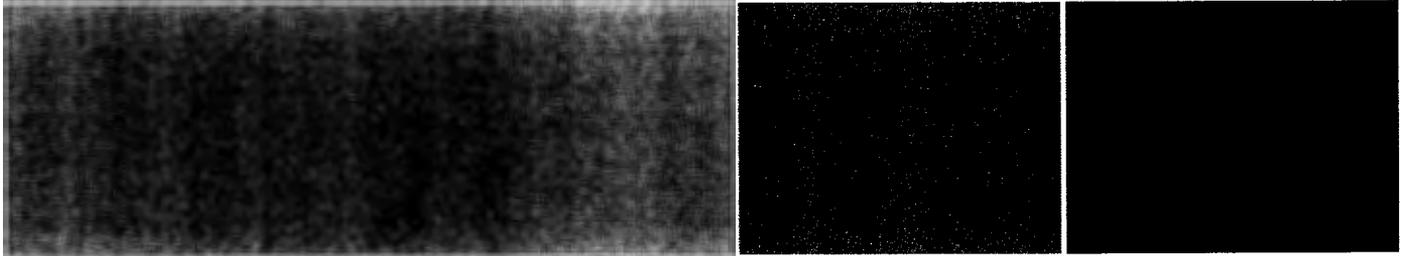
***Families in Transition***

***122 Market Street  
Manchester, NH 03101  
Tel. 603-641-9441  
Fax. 603-641-1244***



***Mission***

To provide safe and affordable housing and comprehensive social services to individuals and families who are homeless or who are at risk of becoming homeless, enabling them to gain self-sufficiency and respect.



**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**December 31, 2015**

**(With Comparative Totals for 2014)**

**With Independent Auditor's Report**



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2015 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

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

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

### ***Auditor's Responsibility***

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

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

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

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2015, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

***Report on Summarized Comparative Information***

We have previously audited the Organization's 2014 consolidated financial statements and, in our report dated March 30, 2015, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2014 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

***Other Matter***

*Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2015, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 22, 2016

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Financial Position**

**December 31, 2015**  
**(With Comparative Totals for December 31, 2014)**

<b>ASSETS</b>		<u>2015</u>	<u>2014</u>
<b>Current assets</b>			
Cash and cash equivalents	\$	1,027,626	\$ 996,035
Funds held as fiscal agent		90,123	75,737
Accounts receivable		30,212	39,983
Grants receivable		317,288	282,810
Prepaid expenses		43,155	54,587
Reserve cash designated for properties		717,593	662,613
Due from related parties		8,809	8,210
Other current assets		<u>41,302</u>	<u>43,779</u>
Total current assets		2,276,108	2,163,754
Replacement reserves		331,216	338,563
Investments		10,435	10,661
Investment in related entity		1,001	1,000
Property and equipment, net		25,441,709	26,111,906
Development in process		1,881,561	260,947
Other assets, net		<u>129,844</u>	<u>145,356</u>
Total assets	\$	<u>30,071,874</u>	\$ <u>29,032,187</u>
<b>LIABILITIES AND NET ASSETS</b>			
<b>Current liabilities</b>			
Current portion of long-term debt	\$	184,407	\$ 182,916
Accounts payable		203,943	183,579
Accrued expenses		152,630	159,806
Funds held as fiscal agent		90,123	75,737
Due to related entity		869	2,371
Security deposits		<u>44,665</u>	<u>76,365</u>
Total current liabilities		676,637	680,774
Long-term debt, less current portion		<u>10,594,485</u>	<u>9,943,359</u>
Total liabilities		<u>11,271,122</u>	<u>10,624,133</u>
<b>Net assets</b>			
Unrestricted - controlling interest		12,946,230	12,197,286
Unrestricted - noncontrolling interest		<u>5,248,340</u>	<u>5,691,054</u>
Total unrestricted		18,194,570	17,888,340
Temporarily restricted		<u>606,182</u>	<u>519,714</u>
Total net assets		<u>18,800,752</u>	<u>18,408,054</u>
Total liabilities and net assets	\$	<u>30,071,874</u>	\$ <u>29,032,187</u>

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**Consolidated Statement of Activities**

**Year Ended December 31, 2015**  
**(With Comparative Totals for the Year Ended December 31, 2014)**

	Unrestricted - Controlling Interest	Unrestricted - Noncontrolling Interest	Total Unrestricted	Temporarily Restricted	Total 2015	Total 2014
Revenue and support						
Federal, state and other grant support	\$ 2,224,870	\$ -	\$ 2,224,870	\$ 558,127	\$ 2,782,997	\$ 2,868,948
Rental income, net of vacancies	1,762,156	-	1,762,156	-	1,762,156	1,674,741
Thrift store sales	721,821	-	721,821	-	721,821	724,911
Public support	188,524	-	188,524	-	188,524	116,666
Tax credit revenue	192,533	-	192,533	-	192,533	129,067
Special events	135,307	-	135,307	-	135,307	134,954
Developer fees	-	-	-	-	-	72,000
VISTA program revenue	72,888	-	72,888	-	72,888	93,474
Unrealized (losses) gains on investments	(227)	(227)	(227)	-	(227)	1,064
Loss on disposal of assets	(11,150)	-	(11,150)	-	(11,150)	(3,653)
Interest income	28,833	-	28,833	-	28,833	29,536
In-kind donations	4,970	-	4,970	-	4,970	25,890
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	175,366	-	175,366	-	175,366	-
Other income	308,696	-	308,696	-	308,696	390,577
Net assets released from restrictions	<u>471,659</u>	<u>-</u>	<u>471,659</u>	<u>(471,659)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>6,407,513</u>	<u>-</u>	<u>6,407,513</u>	<u>86,468</u>	<u>6,493,981</u>	<u>6,389,442</u>
Expenses						
Program activities						
Housing	4,839,193	-	4,839,193	-	4,839,193	4,749,219
Thrift store	564,569	-	564,569	-	564,569	576,520
Total program activities	5,403,762	-	5,403,762	-	5,403,762	5,325,739
Fundraising	329,373	-	329,373	-	329,373	432,998
Management and general	418,148	-	418,148	-	418,148	412,164
Total expenses	<u>6,151,283</u>	<u>-</u>	<u>6,151,283</u>	<u>-</u>	<u>6,151,283</u>	<u>6,170,901</u>
Contribution for long-term purposes	50,000	-	50,000	-	50,000	687,760
Distributions	-	-	-	-	-	(33)
Change in net assets	306,230	-	306,230	86,468	392,698	906,268
Change in net assets attributable to noncontrolling interest in subsidiaries	<u>442,714</u>	<u>(442,714)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in net assets after reclassification of portion attributable to noncontrolling interest	748,944	(442,714)	306,230	86,468	392,698	906,268
Net assets, beginning of year	<u>12,197,286</u>	<u>5,691,054</u>	<u>17,888,340</u>	<u>519,714</u>	<u>18,408,054</u>	<u>17,501,786</u>
Net assets, end of year	<u>\$ 12,946,230</u>	<u>\$ 5,248,340</u>	<u>\$ 18,194,570</u>	<u>\$ 606,182</u>	<u>\$ 18,800,752</u>	<u>\$ 18,408,054</u>

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Functional Expenses**

**Year Ended December 31, 2015**  
**(With Comparative Totals for the Year Ended December 31, 2014)**

	Program Activities			Management and General	<b>2015</b> <b>Total</b>	2014 <b>Total</b>
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 1,508,151	\$ 337,347	\$ 185,321	\$ 166,811	<b>\$ 2,197,630</b>	\$ 2,147,196
Temporary labor	-	-	-	-	-	7,202
Employee benefits	174,240	47,386	17,485	15,738	<b>254,849</b>	287,891
Payroll taxes	<u>112,965</u>	<u>25,301</u>	<u>14,259</u>	<u>12,835</u>	<b><u>165,360</u></b>	<u>171,078</u>
Total salaries and benefits	1,795,356	410,034	217,065	195,384	<b>2,617,839</b>	2,613,367
Other expenses						
Advertising	9,670	30,221	946	852	<b>41,689</b>	29,640
Amortization	15,513	-	-	-	<b>15,513</b>	13,268
Application and permit fees	3,240	-	-	-	<b>3,240</b>	2,400
Bad debts	19,238	-	-	-	<b>19,238</b>	15,341
Bank charges	-	-	-	15,307	<b>15,307</b>	14,617
Consultants	2,319	1,440	-	4,557	<b>8,316</b>	32,583
Depreciation	872,430	3,286	18,730	16,860	<b>911,306</b>	885,810
Events	-	3,118	37,569	-	<b>40,687</b>	46,919
General insurance	99,957	3,486	495	20,682	<b>124,620</b>	133,332
Interest expense	202,948	110	-	-	<b>203,058</b>	179,152
Management fees	6,886	-	-	-	<b>6,886</b>	9,676
Meals and entertainment	3,351	37	569	512	<b>4,469</b>	3,990
Membership dues	4,985	316	846	762	<b>6,909</b>	6,787
Office supplies	81,584	12,107	13,017	11,717	<b>118,425</b>	129,469
Participant expenses	59,067	10	-	2,454	<b>61,531</b>	43,958
Postage	4,581	506	778	700	<b>6,565</b>	8,001
Printing	21,164	1,848	3,592	3,233	<b>29,837</b>	17,013
Professional fees	-	-	-	112,934	<b>112,934</b>	123,691
Rental subsidies	137,927	-	-	-	<b>137,927</b>	251,347
Repairs and maintenance	352,634	40,601	8,430	7,588	<b>409,253</b>	404,387
Staff development	6,454	-	1,096	986	<b>8,536</b>	11,881
Taxes	263,754	2,625	-	-	<b>266,379</b>	263,719
Technology support	44,843	828	7,290	6,562	<b>59,523</b>	59,482
Telephone	51,412	6,087	6,711	6,041	<b>70,251</b>	66,059
Travel	33,384	6,299	5,665	5,099	<b>50,447</b>	56,775
Utilities	379,830	30,041	-	-	<b>409,871</b>	411,676
VISTA program	306,283	-	-	-	<b>306,283</b>	264,623
Workers' compensation	<u>60,383</u>	<u>11,569</u>	<u>6,574</u>	<u>5,918</u>	<b><u>84,444</u></b>	<u>71,938</u>
Total expenses	<b><u>\$ 4,839,193</u></b>	<b><u>\$ 564,569</u></b>	<b><u>\$ 329,373</u></b>	<b><u>\$ 418,148</u></b>	<b><u>\$ 6,151,283</u></b>	<b><u>\$ 6,170,901</u></b>

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Cash Flows**

**Year Ended December 31, 2015**

**(With Comparative Totals for the Year Ended December 31, 2014)**

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 392,698	\$ 906,268
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	926,819	899,078
Contribution for long-term purposes	(50,000)	(687,760)
Forgiveness of debt	(131,267)	(131,267)
Unrealized losses (gains) on investments	227	(1,064)
Loss on asset disposal	11,150	3,653
Decrease (increase) in:		
Accounts receivable	9,771	3,918
Grants receivable	(34,478)	(53,293)
Prepaid expenses	11,432	10,853
Due from related parties	(599)	1,525
Other current assets	2,477	(3,721)
Increase (decrease) in:		
Accounts payable	20,364	46,883
Accrued expenses	(7,176)	57,287
Due to related party	(1,502)	2,371
Other current liabilities	(31,700)	29,402
Net cash provided by operating activities	<u>1,118,216</u>	<u>1,084,133</u>
Cash flows from investing activities		
Net (deposits to) withdrawals from reserve accounts	(47,633)	14,242
Purchases of investments	-	(1,060)
Investment in development in process	(862,528)	(550,717)
Acquisition of property and equipment	(179,852)	(113,629)
Net cash used by investing activities	<u>(1,090,013)</u>	<u>(651,164)</u>
Cash flows from financing activities		
Grants received for long-term purposes	50,000	-
Proceeds from long-term borrowings	156,083	-
Payments on long-term debt	(202,695)	(169,144)
Net cash provided (used) by financing activities	<u>3,388</u>	<u>(169,144)</u>
Net increase in cash and cash equivalents	31,591	263,825
Cash and cash equivalents, beginning of year	<u>996,035</u>	<u>732,210</u>
Cash and cash equivalents, end of year	<u>\$ 1,027,626</u>	<u>\$ 996,035</u>
Supplemental disclosure		
Acquisition of property and equipment through long-term borrowings	<u>\$ 72,410</u>	<u>\$ 430,000</u>
Acquisition of development in process through long-term borrowings	<u>\$ 758,086</u>	<u>\$ 63,283</u>
Property and equipment transferred from development in process	<u>\$ -</u>	<u>\$ 1,483,484</u>

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

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2015  
(With Comparative Totals for December 31, 2014)

#### Organization

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Millyard Families II Limited Partnership (Millyard II), located on Market Street in Manchester, New Hampshire; Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Streets, Lowell Street, Belmont Street, Market Street (Millyard Families I) and Hayward Street, in Manchester, New Hampshire as well as an additional housing unit located on Central Avenue in Dover, New Hampshire (Dover).

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family OutFITters, LLC (OutFITters), a limited liability corporation. OutFITters operates independent thrift stores in Concord and Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

The Organization has several wholly-owned corporations which include Brick Mill House Families II, Inc. (Brick Mill), Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Brick Mill is general partner of Millyard II, Bicentennial Families is general partner of Bicentennial, Family Mill is general partner of Family Bridge and Big Shady Tree is general partner of Family Willows.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness, a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy". The activity of this entity is not deemed material and has not been included in the consolidated financial statements.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2015**

**(With Comparative Totals for December 31, 2014)**

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

Since the General Partners have control in the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, each of the Limited Partnerships' financial statements is required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, MEH and OutFITters. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

**Comparative Information**

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2014 consolidated financial statements, from which the summarized information was derived.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2015

(With Comparative Totals for December 31, 2014)

### **Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor imposed restrictions.

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2015 and 2014.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

### **Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2015**

**(With Comparative Totals for December 31, 2014)**

**Property and Equipment**

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

**Volunteer Services**

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2015 and 2014 is approximately \$870,000 and \$810,000, respectively.

**Functional Expense Allocation**

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

**Income Taxes**

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2015 and 2014, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as a partnership, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2015

(With Comparative Totals for December 31, 2014)

### 2. Property and Equipment

Property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Land	\$ 3,112,699	\$ 3,112,699
Land improvements	595,300	595,300
Buildings and improvements	27,901,568	27,743,643
Furniture and fixtures	501,900	496,456
Equipment	324,134	336,464
Vehicles	<u>290,475</u>	<u>214,065</u>
	32,726,076	32,498,627
Less: accumulated depreciation	<u>7,284,367</u>	<u>6,386,721</u>
Property and equipment, net	<u>\$ 25,441,709</u>	<u>\$ 26,111,906</u>

In June 2014, land located at Spruce Street and Massabesic Street in Manchester, New Hampshire was donated to FIT by the City of Manchester. This land will be developed into the Hollow's Community Garden and Learning Center. The project is intended to improve the quality of life of at-risk children and families by providing immediate hunger relief, expanding food access and delivering hands-on educational experiences.

In September 2014, a three-family building and land located on Spruce Street in Manchester, New Hampshire was donated to FIT by the City of Manchester. The property was transferred from FIT to Housing Benefits. Housing Benefits intends to rehabilitate the project into rental housing for low-income households. All construction will incorporate energy efficiencies to reduce operating costs and help ensure long-term affordability.

### 3. Development in Process

In 2014, the Organization began the pre-construction phase on its Family Place Resource Center and Shelter through funding received from New Hampshire Housing Finance Authority (NHHFA), Community Development Finance Authority funds and donations. The facility will house a new and expanded family shelter as well as a comprehensive resource center designed to meet the needs of homeless families and children. The shelter will consist of 11 emergency housing units for families in immediate need of shelter. The services include, but are not limited to, centralized assessment and referral, hot meals, access to an onsite food pantry, onsite medical care and therapeutic preschool programming for children. The project was completed in December 2015 and began providing services in January 2016. At December 31, 2015, the Organization had invested approximately \$1.7 million in the facility which is included in development in process in the consolidated statements of financial position.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2015  
(With Comparative Totals for December 31, 2014)**

**4. Line of Credit**

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$100,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2015 and 2014.

**5. Long-term Debt**

Long-term debt consisted of the following:

	<u>2015</u>	<u>2014</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 64,186	\$ 67,613
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	157,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$990, including interest at 4.55%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.	127,772	132,207
A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$525 at 1% annual interest rate. The loan is due and payable in February 2017.	7,310	13,492
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 7.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	90,702	100,050
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	243,224	250,676

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2015**

**(With Comparative Totals for December 31, 2014)**

<p>A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.</p>	<b>159,494</b>	164,904
<p>A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2033. This is nonrecourse.</p>	<b>85,018</b>	102,647
<p>A no-interest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.</p>	<b>337,720</b>	337,720
<p>A noninterest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full in May 2033.</p>	<b>260,000</b>	260,000
<p>A noninterest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.</p>	<b>461,696</b>	461,696
<p>A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.</p>	<b>257,265</b>	268,758
<p>A note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow. In any year where the Debt Coverage Ratio exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.</p>	<b>226,725</b>	226,725

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2015**

**(With Comparative Totals for December 31, 2014)**

A noninterest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	<b>250,000</b>	250,000
A mortgage note payable by Millyard Families I to the City of Manchester Community Improvement Program, collateralized by real estate. The note is noninterest bearing and is due and payable in January 2027.	<b>230,000</b>	230,000
A second mortgage note payable by Millyard Families I to NHCLF, collateralized by real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	<b>81,919</b>	93,604
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	<b>850,000</b>	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 7.71%. The note is payable in full in October 27, 2023 and is guaranteed by FIT and Family Mill.	<b>473,244</b>	483,093
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	<b>600,000</b>	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	<b>568,617</b>	598,957
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	<b>118,181</b>	127,272

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2015  
(With Comparative Totals for December 31, 2014)**

<p>A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 3.5%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.</p>	<b>300,086</b>	312,442
<p>A mortgage note payable by School &amp; Third Street to NHHFA, collateralized by real estate and personal property. Monthly payments of \$2,774 include principal and interest at 8% per annum. The note is due in February 2021.</p>	<b>142,347</b>	163,281
<p>A second mortgage note payable by School &amp; Third Street to NHCLF, collateralized by real estate and personal property. The note bears no interest and monthly payments of \$2,774 will commence on April 15, 2021 and continue until maturity in October 2039.</p>	<b>617,613</b>	617,613
<p>A mortgage note payable by Belmont Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.</p>	<b>419,370</b>	419,370
<p>A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.</p>	<b>379,138</b>	392,864
<p>A mortgage note payable from Lowell Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.</p>	<b>34,628</b>	44,312
<p>A second, noninterest bearing, mortgage note payable from Lowell Street to the City of Manchester, New Hampshire, collateralized by real estate. Annual payments equal to the greater of 25% of new cash flow or \$4,000 commenced in October 2012 and will continue until the maturity date in June 2041.</p>	<b>176,022</b>	180,864

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2015**

**(With Comparative Totals for December 31, 2014)**

<p>A noninterest promissory note payable from Lowell Street to NHHFA collateralized by a mortgage and security agreement on real estate. The note will be forgiven 1/15th annually over the low-income housing tax credit compliance period. During 2015 and 2014, \$131,267 was recognized as other income in the consolidated statement of activities.</p>	<b>1,378,298</b>	1,509,565
<p>A mortgage note payable from Dover to NHHFA, collateralized by the real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.</p>	<b>221,428</b>	221,428
<p>A noninterest mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. The note has a borrowing limit of \$500,000. As costs are incurred Housing Benefits will be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow or \$5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.</p>	<b>129,708</b>	63,283
<p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$1,921 include principal and interest at 3.41%. The note is due in full by April 2019.</p>	<b>416,086</b>	424,556
<p>A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.</p>	<b>25,286</b>	-
<p>A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.</p>	<b>38,595</b>	-
<p>A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2044.</p>	<b>646,564</b>	-

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2015**  
**(With Comparative Totals for December 31, 2014)**

A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.	<u>197,367</u>	-	
	<b>10,778,892</b>	10,126,275	
Less current portion	<u>184,407</u>	<u>182,916</u>	
	<b><u>\$ 10,594,485</u></b>	<b><u>\$ 9,943,359</u></b>	

Principal maturities of the above notes over the next five years and thereafter are as follows:

2016	\$	184,407	
2017		166,391	
2018		173,305	
2019		671,456	
2020		173,981	
Thereafter		<u>9,409,352</u>	
		<b><u>\$ 10,778,892</u></b>	

Cash paid for interest approximates interest expense.

**6. Temporarily Restricted Net Assets**

Temporarily restricted net assets are restricted for the following purposes:

	<u>2015</u>		<u>2014</u>
The Family Place - services	\$ 52,000	\$	53,672
The Family Place - development	140,115		241,000
Research and training	-		26,333
Scholarships and tutoring	13,348		4,375
VISTA program	50,623		38,511
Housing programs	8,432		4,750
Direct care for clients	198,460		79,851
Community Gardens	46,204		71,222
Grant receivable - time restricted	<u>97,000</u>		-
	<b><u>\$ 606,182</u></b>	<b><u>\$</u></b>	<b><u>519,714</u></b>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2015**

**(With Comparative Totals for December 31, 2014)**

**7. Commitments**

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

**8. Retirement Plan**

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$32,880 and \$31,138 during the years ended December 31, 2015 and 2014, respectively.

**9. Housing Action New Hampshire**

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. The Organization maintains the books and financial records for HANH in accordance with U.S. GAAP. HANH funds are presented in the Organization's consolidated statement of financial position as funds held as fiscal agent.

**10. Noncontrolling Interest**

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows as of December 31:

<u>Limited Partner</u>	<u>Property</u>	<u>2015</u>	<u>2014</u>
Community Capital 2000 New Hampshire Housing Equity Fund, Inc.	Millyard II	\$ 932,812	\$ 1,000,929
JP Morgan Chase	Bicentennial	302,918	352,882
BCCC, Inc.	Bicentennial	303,031	352,985
Boston Capital Corporate	Family Bridge	10	10
BCCC, Inc.	Family Bridge	1,486,889	1,660,467
Boston Capital Midway	Family Willows	10	10
	Family Willows	<u>2,222,670</u>	<u>2,323,771</u>
		<u>\$ 5,248,340</u>	<u>\$ 5,691,054</u>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

---

**December 31, 2015**

**(With Comparative Totals for December 31, 2014)**

**11. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 22, 2016, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

**SUPPLEMENTARY INFORMATION**

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2015

ASSETS

	Families In Transition Unrestricted	Limited Partnerships	Housing Benefits	Family Outlets	Manchester Emergency Housing	Families in Transition Temporarily Restricted	Eliminations	Total
<b>Current assets</b>								
Cash and cash equivalents	\$ 192,475	\$ 44,014	\$ 141,493	\$ 138,761	\$ 1,701	\$ 509,182	\$ -	\$ 1,027,626
Funds held as fiscal agent	90,123	-	-	-	-	-	-	90,123
Accounts receivable	130,310	8,417	6,473	-	-	-	(114,988)	30,212
Grants receivable	152,293	-	-	-	14,308	150,687	-	317,288
Prepaid expenses	8,033	20,944	12,650	1,278	250	-	-	43,155
Accrued interest receivable on related party note	835,018	-	-	-	-	-	(835,018)	-
Reserve cash designated for properties	53,642	382,697	281,254	-	-	-	(512,229)	717,593
Due from related party	321,153	-	66,208	133,677	-	-	-	8,809
Other current assets	5,590	19,754	15,958	-	-	-	-	41,302
<b>Total current assets</b>	<b>1,788,637</b>	<b>475,826</b>	<b>524,036</b>	<b>273,716</b>	<b>16,259</b>	<b>659,869</b>	<b>(1,462,235)</b>	<b>2,276,108</b>
Replacement reserves	39,386	187,256	104,574	-	-	-	(1,725,799)	331,216
Related party notes receivable	1,725,799	-	-	-	-	-	-	-
Investments	10,435	-	-	-	-	-	-	10,435
Investment in related entities	1,196,347	-	25,051	-	-	-	(1,220,397)	1,001
Property and equipment, net	2,983,135	13,452,214	8,920,829	49,844	35,687	-	-	25,441,709
Development in process	1,699,907	-	181,654	-	-	-	-	1,881,561
Other assets, net	-	61,357	68,487	-	-	-	-	129,844
<b>Total assets</b>	<b>\$ 9,443,646</b>	<b>\$ 14,176,653</b>	<b>\$ 9,824,631</b>	<b>\$ 323,560</b>	<b>\$ 51,946</b>	<b>\$ 659,869</b>	<b>\$ (4,408,431)</b>	<b>\$ 30,071,874</b>

LIABILITIES AND NET ASSETS

<b>Current liabilities</b>								
Current portion of long-term debt	\$ 60,690	\$ 64,239	\$ 52,294	\$ 7,184	\$ -	\$ -	\$ -	\$ 184,407
Accounts payable	121,695	138,362	54,486	3,227	1,161	-	(114,988)	203,943
Accrued expenses	89,780	663,564	214,486	14,200	5,618	-	(835,018)	152,630
Funds held as fiscal agent	90,123	-	-	-	-	-	-	90,123
Due to related entities	45,803	28,300	269,301	115,912	95	53,687	(512,229)	869
Other current liabilities	5,850	21,269	17,546	-	-	-	-	44,665
<b>Total current liabilities</b>	<b>413,941</b>	<b>915,734</b>	<b>608,113</b>	<b>140,523</b>	<b>6,874</b>	<b>53,687</b>	<b>(1,462,235)</b>	<b>676,637</b>
Long-term debt, less current portion	2,102,862	6,209,606	3,976,406	31,410	-	-	(1,725,799)	10,594,485
<b>Total liabilities</b>	<b>2,516,803</b>	<b>7,125,340</b>	<b>4,584,519</b>	<b>171,933</b>	<b>6,874</b>	<b>53,687</b>	<b>(3,188,034)</b>	<b>11,271,122</b>
<b>Net assets</b>								
Unrestricted - controlling interest	6,926,843	1,802,973	5,240,112	151,627	45,072	-	(1,220,397)	12,946,230
Unrestricted - noncontrolling interest	-	5,248,340	-	-	-	-	-	5,248,340
<b>Total unrestricted</b>	<b>6,926,843</b>	<b>7,051,313</b>	<b>5,240,112</b>	<b>151,627</b>	<b>45,072</b>	<b>-</b>	<b>(1,220,397)</b>	<b>18,194,570</b>
Temporarily restricted	-	-	-	-	-	606,182	-	606,182
<b>Total net assets</b>	<b>6,926,843</b>	<b>7,051,313</b>	<b>5,240,112</b>	<b>151,627</b>	<b>45,072</b>	<b>606,182</b>	<b>(1,220,397)</b>	<b>18,800,752</b>
<b>Total liabilities and net assets</b>	<b>\$ 9,443,646</b>	<b>\$ 14,176,653</b>	<b>\$ 9,824,631</b>	<b>\$ 323,560</b>	<b>\$ 51,946</b>	<b>\$ 659,869</b>	<b>\$ (4,408,431)</b>	<b>\$ 30,071,874</b>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2015

	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFitters	Manchester Emergency Housing	Eliminations	Unrestricted Total	Temporarily Restricted	Total
Revenue and support									
Federal, state and other grant support	\$ 2,195,946	\$ 93,497	\$ 182,579	\$ -	\$ 133,878	\$ (381,030)	\$ 2,224,870	\$ 558,127	\$ 2,782,997
Rental income, net of vacancies	293,531	937,526	607,310	-	2,793	(79,004)	1,762,156	-	1,762,156
Thrift store sales	-	-	-	721,821	-	-	721,821	-	721,821
Public support	184,182	-	-	4,342	-	-	188,524	-	188,524
Tax credit revenue	192,533	-	-	-	-	-	192,533	-	192,533
Special events	135,307	-	-	-	-	-	135,307	-	135,307
Property management fees	531,817	-	-	-	-	(531,817)	-	-	-
VISTA program revenue	72,888	-	-	-	-	-	72,888	-	72,888
Unrealized (losses) gains on investments	(227)	-	-	-	-	-	(227)	-	(227)
Loss on disposal of assets	(8,074)	(3,076)	-	-	-	-	(11,150)	-	(11,150)
Interest income	96,115	234	254	-	-	(67,770)	28,833	-	28,833
In-kind donations	4,970	-	-	-	-	-	4,970	-	4,970
Forgiveness of debt	-	-	131,267	-	-	-	131,267	-	131,267
Medicaid reimbursements	175,366	-	-	-	-	-	175,366	-	175,366
Other income	325,792	21,089	9,744	12,071	-	(60,000)	308,696	-	308,696
Net assets released from restrictions	471,659	-	-	-	-	-	471,659	(471,659)	-
Total revenue and support	4,671,805	1,049,270	931,154	738,234	136,671	(1,119,621)	6,407,513	86,468	6,493,981
Expenses									
Program activities	3,056,936	1,453,977	1,165,125	687,265	143,772	(1,103,313)	5,403,762	-	5,403,762
Fundraising	329,373	-	-	-	-	-	329,373	-	329,373
Management and general	353,312	38,047	27,737	14,860	500	(16,308)	418,148	-	418,148
Total expenses	3,739,621	1,492,024	1,192,862	702,125	144,272	(1,119,621)	6,151,283	-	6,151,283
Excess (deficiency) of revenue and support over expenses	932,184	(442,754)	(261,708)	36,109	(7,601)	-	256,230	86,468	342,698
Contribution for long-term purposes	-	-	50,000	-	-	-	50,000	-	50,000
Change in net assets	\$ 932,184	\$ (442,754)	\$ (211,708)	\$ 36,109	\$ (7,601)	\$ -	\$ 306,230	\$ 86,468	\$ 392,698

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**Consolidating Statement of Functional Expenses**  
**Year Ended December 31, 2015**

	Program Activities							Management and General	Eliminations	Total
	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFitters	Manchester Emergency Housing	Fundraising				
<b>Salaries and benefits</b>	\$ 1,095,932	\$ -	\$ 321,120	\$ 337,347	\$ 91,099	\$ 185,321	\$ 166,811	\$ -	\$ 2,197,630	
Salaries and wages	-	-	-	-	-	-	-	-	-	
Temporary labor	103,014	-	62,488	47,386	8,738	17,485	15,738	-	254,849	
Employee benefits	84,008	-	21,966	25,301	6,991	14,259	12,835	-	165,360	
Payroll taxes	-	-	-	-	-	-	-	-	-	
<b>Total salaries and benefits</b>	<b>1,282,954</b>	<b>-</b>	<b>405,574</b>	<b>410,034</b>	<b>106,828</b>	<b>217,065</b>	<b>195,384</b>	<b>-</b>	<b>2,617,839</b>	
Advertising	9,670	-	-	30,221	-	946	852	-	41,689	
Amortization	-	8,989	6,524	-	-	-	-	-	15,513	
Application and permit fees	-	1,080	2,160	-	-	-	-	-	3,240	
Bad debts	5,504	7,657	6,077	-	-	-	-	-	19,238	
Bank charges	-	-	-	-	-	-	15,307	-	15,307	
Consultants	-	-	1,164	1,440	1,155	-	4,557	-	8,316	
Depreciation	110,354	482,630	274,434	3,286	5,012	18,730	16,860	-	911,306	
Events	-	-	-	3,118	-	37,569	-	-	40,687	
General insurance	27,085	39,940	25,522	3,486	7,410	495	20,682	-	124,620	
Interest expense	70,818	152,664	47,236	110	-	-	-	(67,770)	203,058	
Management fees	70,689	222,577	225,437	-	-	-	-	(511,817)	6,886	
Meals and entertainment	3,351	-	-	37	-	569	512	-	4,469	
Membership dues	4,985	-	-	316	-	846	762	-	6,909	
Office supplies	76,694	2,604	2,184	12,107	102	13,017	11,717	-	118,425	
Participant expenses	58,233	-	-	10	834	-	2,454	-	61,531	
Postage	4,581	-	-	506	-	778	700	-	6,565	
Printing	21,164	-	-	1,848	-	3,592	3,233	-	29,837	
Professional fees	-	-	-	-	-	-	112,934	-	112,934	
Related entity expenditures	570,232	-	(189,202)	60,000	-	-	16,308	(441,030)	-	
Rent	-	-	-	62,696	-	-	-	(79,004)	-	
Rental subsidies	137,927	-	-	-	-	-	-	-	137,927	
Repairs and maintenance	49,663	183,069	132,799	40,601	7,103	8,430	7,588	(20,000)	409,253	
Staff development	6,454	-	-	-	-	1,096	986	-	8,536	
Taxes	55,573	121,587	86,519	2,625	75	-	-	-	266,379	
Technology support	42,954	1,654	200	828	35	7,290	6,562	-	59,523	
Telephone	39,538	763	8,703	6,087	2,408	6,711	6,041	-	70,251	
Travel	33,376	-	-	6,299	8	5,665	5,099	-	50,447	
Utilities	32,281	226,603	112,936	30,041	8,010	-	-	-	409,871	
VISTA program	304,123	2,160	-	-	-	-	-	-	306,283	
Workers' compensation	38,733	-	16,858	11,569	4,792	6,574	5,918	-	84,444	
<b>Total expenses</b>	<b>\$ 3,056,936</b>	<b>\$ 1,453,977</b>	<b>\$ 1,165,125</b>	<b>\$ 687,265</b>	<b>\$ 143,772</b>	<b>\$ 329,373</b>	<b>\$ 434,456</b>	<b>\$ (1,119,621)</b>	<b>\$ 6,151,283</b>	

**Families in Transition  
Board of Directors**



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FAMILIES IN TRANSITION

**Board of Directors**

Dick Anagnost, Chairperson  
*President, Anagnost Companies*  
Board member since 2007

Charla Bizios Stevens, Vice Chairperson  
*Director, Litigation Department and Chair of Employment Law Practice Group*  
*McLane, Graf, Raulerson & Middleton, P.A.*  
Board member since 2013

Robert Bartley, Treasurer  
*President, CPA, CFP, Bartley Financial Advisor*  
Board member since 2015

Colleen Cone, Secretary  
*VP, Talent & Culture, DYN*  
Board member since 2014

Susan Grodman,  
*Assistant Head for External Affairs, The Derryfield School*  
Board member since 2007

Trevor Arp,  
*VP of Product Management, Comcast*  
Board member since 2008

Rev. Gayle Murphy  
*Minister at Large*  
Board member since 2008

Tracie Sponenberg  
*Senior Vice President Human Resources, The Granite Group*  
Board member since 2013

Alison Hutcheson  
*Manager of Sales, Merchants Fleet Management*  
Board member since 2014

Kristy Merrill  
*Chief of Staff, New Hampshire Senate*  
Board member since 2014

Angela M. Whitcher  
*Assistant Vice President, Relationship Management, Lincoln Financial Group*  
Board member since 2014

Kitten Stearns  
*Realtor, Coldwell Banker Residential Brokerage*  
Board member since 2014

Sedra Michaelson  
*Strategic Account Manager, CCH, a Wolters Kluwer Business*  
Board member since 2015

Peter Mennis  
*VP of the NH Commercial Banking Division, NBT Bank*  
Board member since 2015

Mary Ann Aldrich  
*Clinical Director of Community Health, Dartmouth-Hitchcock Manchester*  
Board member since 2015

Alex Anagnost  
*Director of Philanthropy/Project Manager, Anagnost Companies*  
Board member since 2015

Kelly Mulholland  
*SVP, Business Banking Regional Director, New England, Santander Bank, N.A.*  
Board member since 2016

Heather Whitfield  
*Peoples United Bank,*  
Board member since 2016

Wayne McCormick  
*First VP-Investments, McCormick-Spain Wealth Mgt. Group of Wells Fargo Advisors*  
Board member since 2016

## **Stephanie Allain Savard, LICSW**

### **Licensure and Education:**

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

### **Professional Experience:**

*Vice-President*, Families in Transition, Manchester, NH, 1/97 – Present.

- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
- Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
- Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
- Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
- Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
- Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

*Counselor/Family Service Worker*, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.

- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

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*MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.*

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

*MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.*

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

*VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.*

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

**Professional Affiliations and Volunteer Experience:**

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

**Awards & Professional Memberships:**

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

**OPEN DOORS/Homelessness Prevention and Supports for  
Low Income Pregnant and Parenting Women with Substance Use Disorders  
Key Personnel**

Name	Title	Salary	% paid from		Amt pd this contract
			contract	contract	
Stephanie Savard	COO	85,695	10%		8,320
TBD	Program Manager	64,480	50%		32,240
TBD	Therapist	59,280	100%		59,280
TBD	Therapist	59,280	100%		59,280
TBD	Certified Recovery Support Worker 1	42,000	100%		42,000
TBD	Child & Family Therapist	59,280	100%		59,280
TBD	Awake Overnight Staff - FT	24,960	100%		24,960
TBD	Awake Overnight Staff - FT	24,960	100%		24,960
TBD	Awake Overnight Staff - FT	24,960	100%		24,960
TBD	Awake Overnight Staff - PT (24 hrs/wk)	14,976	100%		14,976
TBD	Awake Overnight Staff - PT (24 hrs/wk)	14,976	100%		14,976



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

August 24, 2016

G&C Approved

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

Date 9/21/16  
 Item # 11

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into a **sole source** agreement with Families in Transition, (Vendor # 157730-B001), 122 Market Street, Manchester, NH 03101 for the provision of substance use disorder treatment services. These services include: residential and/or supportive housing, wraparound services to pregnant and/or parenting women who are experiencing substance use disorders and have income at or below the 185% Federal Poverty Level and are homeless, or at risk of becoming homeless in Strafford County in an amount not to exceed \$499,207. This agreement will be effective upon Governor and Executive Council through June 30, 2017. 100% Federal Funds.

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

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

State Fiscal Year	Class	Title	Activity Code	Amount
2017	502-500891	Payments to Providers	45057500	\$499,207
			<b>Total:</b>	<b>\$499,207</b>

**EXPLANATION**

This agreement is **sole source** because this vendor is one of three vendors statewide that has been identified as having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing the child(ren) to remain in the mother's care. This is the third of three sole source contracts for these services. The Governor and Executive Council approved one of the contracts on August 3, 2016 (Late Item A). It is anticipated that the second contract will appear on the September 7, 2016 Governor and Executive Council meeting agenda.

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

treatment. However, these women may not seek assistance due to their fear of being separated from their children.

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

Temporary Assistance for Needy Families (TANF) funds were transferred in the 2017 budget to address the addiction crisis currently facing the State. Substance abuse is often a root cause of homelessness. Families in Transition (FIT) is currently working on expanding their services to better assist the growing need of families facing substance abuse and/or housing matters. The first statutory purpose of the TANF program is to provide a safety net for children so they can continue to be cared for by their own family. The second statutory purpose of the TANF program is to promote the independence of needy families through work, and education. The vendor will provide services that assist families with reducing and removing barriers that are preventing them from fully participating in the workforce and in the larger community. The services will support families in ending their dependence on public assistance, and securing their ability to provide for their families, while addressing participants' substance use disorders.

This agreement includes language that allows the Department to renew services for up to two (2) years upon satisfactory provision of services, continued funding and Governor and Executive Council approval.

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

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

All services are designed to allow children to remain in the mother's care. This vendor is a newly established 24-hour Residential Recovery Facility that specializes in services for pregnant women with substance use disorders, their children up to age five and their newborns for up to one year postpartum.

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

Area Served: Statewide

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

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

Respectfully submitted,

 For: \_\_\_\_\_

Terry R. Smith  
Director

Approved by:

  
Jeffrey A. Meyers  
Commissioner

Subject: OPEN DOORS Homelessness Prevention & Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders (SS-2017-DFA-01-Open-03)

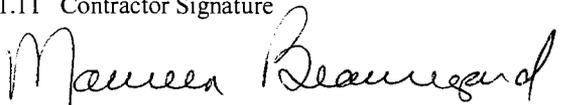
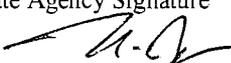
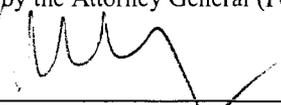
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Families in Transition		1.4 Contractor Address 122 Market Street Manchester, NH	
1.5 Contractor Phone Number (603) 641-9441 X251	1.6 Account Number 05-95-45-450010-6146	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$499,207
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 Maureen Beauregard, President	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>Hillsborough</b>  On <b>8-15-16</b> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		RUTH A. SYREK, Notary Public My Commission Expires October 16, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin. Asst. Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARK JEWEL, Bureau Chief W2W	
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:  Megan A. Yopl - Attorney On: 9/4/16			
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.
- 1.3. The Contractor shall provide Substance Use Disorder (SUD) treatment, residential and/or supportive housing, and wraparound services to TANF eligible pregnant and/or parenting women who:
  - 1.3.1. Are experiencing substance use disorders;
  - 1.3.2. Have income at or below the 185% Federal Poverty Level; and
  - 1.3.3. Are homeless, or at risk of becoming homeless.
- 1.4. The Contractor shall keep record of participant eligibility determination, as specified in Section 1.3.
- 1.5. The Contractor shall expand current services, provide new beds, or increase services that are currently available. Funds for this project cannot supplant services currently available.
- 1.6. The Contractor shall be or become a New Hampshire Medicaid provider.
- 1.7. The Contractor shall work, in partnership, with DHHS, specifically DFA, to review/assist with the development of program processes, service provision, and overall program outcomes. Contractor shall work in collaboration with DFA to ensure desired program benchmarks are achieved timely .
- 1.8. The Contractor shall comply with all relevant state and federal laws which include, but are not limited to:

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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 through referrals to local support services.
  - 2.1.2. Outpatient SUD Treatment with Housing Stabilization Services.
  - 2.1.3. Clinical staff to oversee treatment.
  - 2.1.4. Access to onsite age developmentally appropriate childcare during treatment and/or age developmentally appropriate childcare when needed.
  - 2.1.5. Transportation services to and from non-medical services.
  - 2.1.6. Wraparound services.
  - 2.1.7. Case management services.
- 2.2. The Contractor shall ensure pregnant and/or parenting women have seamless access to services that will assist with reducing and removing barriers that are preventing full participation in the workforce and in the larger community.
- 2.3. The Contractor shall ensure services support a Continuum of Care that includes wraparound services that support pregnant and parenting women in working to end their dependence on public assistance; secure pregnant and parenting women's

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ability to provide for their families; and address pregnant and parenting women's substance use disorders.

- 2.4. The Contractor shall conduct outreach activities that publicize vendor services available to the population being served, which may include but are not limited to:
  - 2.4.1. Street outreach programs.
  - 2.4.2. Ongoing public service announcements (radio/television).
  - 2.4.3. Regular advertisements in local/regional print media.
  - 2.4.4. Posters placed in targeted areas.
  - 2.4.5. Frequent notification of availability of such SUD treatment and residential services for pregnant and parenting women and their children) distributed to the network of:
    - 2.4.5.1. Community based organizations.
    - 2.4.5.2. Health care providers.
    - 2.4.5.3. Social service agencies.
    - 2.4.5.4. Ethnic community based organizations.
- 2.5. The Contractor shall provide services according to evidence based models and/or best practices, including Trauma Informed Care, with the ability to monitor case management services, which shall include but is not limited to:
  - 2.5.1. Initial intakes.
  - 2.5.2. Clinical evaluations to determine the clients Substance Use Disorder diagnoses based off the Diagnostic and Statistical Manual of Mental Disorders (DMS -5). A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction->
- 2.6. The Contractor shall ensure clients have access to and receive the appropriate ASAM levels of care and services according to their needs based upon the completed clinical evaluation. Counseling-Competencies/SMA15-4171. This may include, but is not limited to:
  - 2.6.1. In-house, on-site, overnight substance used disorder (SUD) residential treatment services in a facility licensed, or in the process of being licensed within the first 6 months of the contract effective date, as a residential treatment facility pursuant to Administrative Rule He-P 807.
  - 2.6.2. Outpatient SUD Treatment Services with Supportive Housing on or off site with the ability to provide onsite substance use disorder treatment services. Supportive housing, may include, but is not limited to, apartments within an apartment complex, group housing, or shared housing. Funding for Supportive Housing services shall be limited to four (4) months based of TANF regulations around non assistance categories.

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

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

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- 2.12.3. Transportation services to ensure that the women and their children have access to the treatment plan-specific services.
  - 2.12.4. Permanent housing and recovery services, which may include but are not limited to:
    - 2.12.4.1. Assistance with enrollment in Medicaid, the New Hampshire Health Protection Program, or other private insurance.
    - 2.12.4.2. Anger management classes.
    - 2.12.4.3. Financial management classes.
    - 2.12.4.4. Communication skills classes.
    - 2.12.4.5. Spiritual support.
    - 2.12.4.6. Health management, including stress management.
    - 2.12.4.7. Organization and time management classes.
    - 2.12.4.8. Parenting skills classes.
    - 2.12.4.9. Plan to transition clients to the community once discharged.
  - 2.13. The Contractor shall provide case management services with fidelity to the TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<http://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and the ASAM guidelines (<http://www.asam.org/publications/the-asam-criteria/about>), which include, but are not limited to:
    - 2.13.1. Life skills coaching.
    - 2.13.2. Employment services.
    - 2.13.3. Referral to community resources.
    - 2.13.4. Housing stability planning and support.
    - 2.13.5. Peer to peer counseling
    - 2.13.6. Individual or group substance use services delivered by providers working within their scope of practice.
    - 2.13.7. Non clinical services such as, but not limited to, job search, financial management, skills development, and paraprofessional counseling services for client and their families.
  - 2.14. The Contractor shall provide staffing to fulfill the roles and responsibilities that support activities of this project, which shall include medical and behavioral health services that are delivered by providers operating within their scope of practice and must be pursuant with Chapter He-P 800 Residential Care and Health Facility Rules, Part He-P 807 Rules for Residential Treatment and Rehabilitation as well as with ASAM guidelines around Intensive Outpatient Programs referenced in level 2.1 which can be accessed at <http://www.asam.org/publications/the-asam-criteria>. These shall be applicable staffing for this contract that are referenced in this rule and should include, but are not limited to:

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- 2.14.1. One (1) Masters Licensed Alcohol and Drug Counselor (MLADC) or Board of Mental Health Licensed Clinician.
- 2.14.2. One (1) MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two (2) unlicensed counselors providing clinical services.
- 2.14.3. A sufficient number of MLADCs and/or LADCs with Licensed Clinical Supervisor (LCS) credential to adequately provide for staff clinical supervision.
- 2.14.4. One (1) Certified Recovery Support Worker (CRSW) for every 50 clients. All unlicensed staff providing clinical or recovery support services must attain certification as CRSWs within six (6) months of hire.
- 2.14.5. One half time advance registered nurse on staff or by referral
- 2.14.6. One (1) full-time individual with experience in child social emotional development.
- 2.14.7. One (1) half time director/executive director.
- 2.15. The Contractor shall coordinate with a Department of Public Health Public Health Epidemiologist with experience in data collection, surveillance, and evaluation of social determinants of health and other public health and community health indicators.
- 2.16. The Contractor shall provide annual training to clinical staff on HCV/HIV/TB & STDs.  
The Contractor shall:
  - 2.16.1. Ensure in-service training is available to staff; or
  - 2.16.2. Ensure staff attend an offsite training as approved by the Department; and
  - 2.16.3. Provide a list of staff that attended and completed the trainings.
- 2.17. The Contractor shall prioritize clients being served & ensure the safety of clients by:
  - 2.17.1. Assessing all clients for risk of self-harm at all phases of treatment as well as at discharge. Ensuring appropriate staffing levels and continuity of care is maintained in a state of an emergency.
  - 2.17.2. Creating safety and emergency procedures within 3 months of the contract effective date on the following:
    - 2.17.2.1. Medical emergencies
    - 2.17.2.2. Infection control and universal precautions, including use of protective clothing and devices
    - 2.17.2.3. Reporting employee injuries
    - 2.17.2.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures
    - 2.17.2.5. Emergency closings.
  - 2.17.3. Ensuring alternative housing is available for all clients and their children.
  - 2.17.4. Ensuring all staff receive training for emergency and disaster situations through continuous staff development that includes, but is not limited to:

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- 2.17.4.1. Adult and infant CPR.
  - 2.17.4.2. Use of Naloxone.
  - 2.17.4.3. Fire and safety policies and procedures.
  - 2.17.4.4. Universal precautions
- 2.18. The Contractor shall ensure services in this agreement continue beyond the contract end date. The Contractor shall:
- 2.18.1. Provide detailed plan for how services can be funded sustainably at the termination of the contract period.
  - 2.18.2. Immediately begin seeking approval to conduct third party billing for any eligible services.
  - 2.18.3. Seek alternate sources of funding for non-billable services from sources including but not limited to
    - 2.18.3.1. Grants from private trusts and foundations
    - 2.18.3.2. Individual and corporate donations
    - 2.18.3.3. Event fundraising
    - 2.18.3.4. Private funding raised through the growth of FITs two social entrepreneurial business ventures
- 2.19. The Contractor shall provide a written corrective action plan to the Department for review and approval no later than 10 days from receiving notice of noncompliance from the Department, if the Contractor is found out of compliance with any portion of this agreement including, but not limited to, reporting requirements and/or time frames specified in the contract.
- 2.20. The Contractor shall continue conducting activities specified in the corrective action plan described in Section 2.19, as monitored by the Department, until such time the Contractor comes into compliance with contract requirements.

### 3. Reporting

- 3.1. The Contractor shall provide monthly reports that include, but are not limited to:
  - 3.1.1. Year-to-date data on a Department-provided form.
  - 3.1.2. Brief narrative identifying barriers experienced when providing services in the previous month.
  - 3.1.3. Plan to address barriers identified in Section 3.1.2 during the following month.

### 4. Benchmarks

- 4.1. The Contractor shall ensure 100% of services in this contract are operational no later than six (6) months after the contract effective date.
- 4.2. The Contractor attempt to contact a minimum of 95% of the individuals on the waiting list described in Section 2.9.3 are at least one time per month.

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- 4.3. The contractor shall ensure 100% of clients enrolled in program are screened, assessed, and referred to the most appropriate level of care for their needs.
- 4.4. The contract shall ensure that 90% of clients are referred to onsite employment programming to increase in financial stability and reduce dependence of public assistance.
- 4.5. The contractor shall ensure that 70% of enrolled children above the age of three receive initial assessments to inform ongoing child and family service plans.

**5. Deliverables**

- 5.1. The Contractor shall provide a service implementation plan to ensure 100% of the services identified in this contract are available to a minimum of 50 families in the Manchester, New Hampshire region.
- 5.2. The Contractor shall provide copies of all media used for outreach activities in Section 2.4 to the Department for approval no later than 60 days from the contract effective date.
- 5.3. The Contractor shall ensure outreach activities, as described in Section 2.4, that publicize the services begin no later than one hundred twenty (120) days from the contract effective date.
- 5.4. The Contractor shall provide written polices described in Sections, 2.8, 2.17.2.4 and 2.17.4.3 to the Department no later than 60 days from the contract effective date.
- 5.5. The Contractor shall provide a copy of the waiting list described in Section 2.9 to the Department once every two months.
- 5.6. The Contractor shall provide safety and emergency procedures in Section 2.17.2 to the Department no later than 60 days from the contract effective date.
- 5.7. The Contractor shall provide sample staff development curriculum used in trainings described in Section 2.17.4 to the Department no later than 60 days from the contract effective date.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in accordance with the budget in Exhibit B-1, Budget for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with federal funds. Department access to federal funding is dependent upon requirements of the Catalog of Federal and Domestic Assistance (CFDA) # 93.558 with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.558, U.S. Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families Program.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 3.2. The invoice must be submitted by mail or e-mail to:

Financial Manager-Division of Family Assistance  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
4. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Handwritten initials in black ink, appearing to be 'MAD'.

Exhibit B-1, Budget

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

Bidder/Program Name: Families in Transition

Budget Request for: OPEN DOORS Homelessness Prevention & Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders (SS-2017-DFA-01-OPEND-03)

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

Line Item	Total Program Cost		Contractor Share/Match		Funded by DHHS/contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 365,232.00	\$ -	\$ -	\$ -	\$ 365,232.00	\$ -	\$ 365,232.00
2. Employee Benefits	\$ 73,046.00	\$ -	\$ -	\$ -	\$ 73,046.00	\$ -	\$ 73,046.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Lab	\$ 3,800.00	\$ -	\$ -	\$ -	\$ 3,800.00	\$ -	\$ 3,800.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
6. Travel	\$ 7,215.00	\$ -	\$ -	\$ -	\$ 7,215.00	\$ -	\$ 7,215.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Postage	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -	\$ 480.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 420.00	\$ -	\$ -	\$ -	\$ 420.00	\$ -	\$ 420.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
11. Staff Education and Training	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Client Transportation (bus passes)	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Client Basic Needs (Clothing/Housewares)	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Client Basic Needs (Food/Diapers)	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Client Basic Needs (One Time Rental Assistance/Bus)	\$ 14,650.00	\$ -	\$ -	\$ -	\$ 14,650.00	\$ -	\$ 14,650.00
Desk, Chairs and Office Furniture for Staff	\$ 6,264.00	\$ -	\$ -	\$ -	\$ 6,264.00	\$ -	\$ 6,264.00
<b>TOTAL</b>	<b>\$ 499,207.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 499,207.00</b>	<b>\$ -</b>	<b>\$ 499,207.00</b>

0.0%

Indirect As A Percent of Direct

Contractor Initials: 

Date: 8-15-16



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**SPECIAL PROVISIONS**

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

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



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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

Handwritten initials in black ink, appearing to be "MB".



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

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

Contractor Name: Families in Transition

Aug 15, 2016  
Date

  
Name: Maureen Beauregard  
Title: President



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

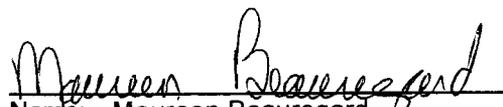
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: Families in Transition

Aug 15, 2016  
Date

  
Name: Maureen Beauregard  
Title: President



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order 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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

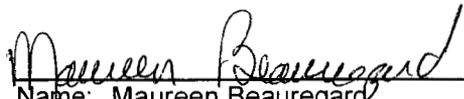
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Families in Transition

Aug 15, 2016  
Date

  
Name: Maureen Beauregard  
Title: President



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: Families in Transition

Aug 15, 2016

Date

A handwritten signature in cursive script that reads "Maureen Beauregard".

Name: Maureen Beauregard  
Title: President

Exhibit G

Contractor Initials

Handwritten initials "MB" in cursive script.

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

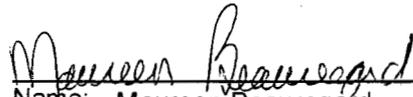
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Contractor Name: Families in Transition

Aug 15, 2016  
Date

  
Name: Maureen Beauregard  
Title: President



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

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

**(1) Definitions.**

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

Handwritten initials in black ink, possibly reading 'MB'.



Exhibit I

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

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

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



Exhibit I

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

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

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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



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.

Exhibit I



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

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

*[Signature]* <sup>w/ 8/25/16</sup> (DHHS)  
 The State

*[Signature]*  
 Signature of Authorized Representative

MARK JEWELL  
 Name of Authorized Representative

Bureau Chief W&W  
 Title of Authorized Representative

8-25-16  
 Date

Families in Transition  
 Name of the Contractor

*[Signature]*  
 Signature of Authorized Representative

Maureen Beauregard  
 Name of Authorized Representative

President  
 Title of Authorized Representative

August 15, 2016  
 Date



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

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

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

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

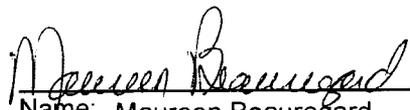
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: Families in Transition

Aug 15, 2016  
Date

  
Name: Maureen Beauregard  
Title: President

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

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

1. The DUNS number for your entity is: 825360399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

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