



Jeffrey A. Meyers
Commissioner

Terry R. Smith
Director

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

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July 25, 2016

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

Area Served: Statewide

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

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

Respectfully submitted,



FOR Terry R. Smith
Director

Approved by:



Jeffrey A. Meyers
Commissioner

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

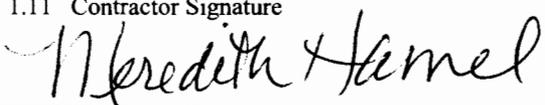
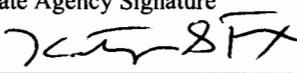
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

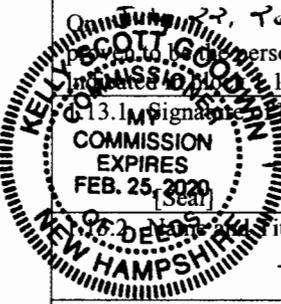
AGREEMENT

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 \$500,000 \$482,119
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Meredith Hamel, Chairperson of Hope on Haven Hill Board of Directors	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Strafford</u> On <u>July 22, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily appeared to the undersigned officer, 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.

Contractor Initials mt
Date 7/22/16



Scope of Services

1. Provisions Applicable to All Services

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

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



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

2. Scope of Services

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

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



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- 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.

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



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- 2.7. 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.

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

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- 2.12.3. Transportation services to ensure that the women and their children have access to the treatment plan-specific services.
 - 2.12.4. Permanent housing and recovery services, which may include but are not limited to:
 - 2.12.4.1. Assistance with enrollment in Medicaid, the New Hampshire Health Protection Program, or other private insurance.
 - 2.12.4.2. Anger management classes.
 - 2.12.4.3. Financial management classes.
 - 2.12.4.4. Communication skills classes.
 - 2.12.4.5. Spiritual support.
 - 2.12.4.6. Health management, including stress management.
 - 2.12.4.7. Organization and time management classes.
 - 2.12.4.8. Parenting skills classes.
 - 2.12.4.9. Plan to transition clients to the community once discharged.
 - 2.13. The Contractor shall provide case management services with fidelity to the TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<http://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and the ASAM guidelines (<http://www.asam.org/publications/the-asam-criteria/about>), which include, but are not limited to:
 - 2.13.1. Life skills coaching.
 - 2.13.2. Employment services.
 - 2.13.3. Referral to community resources.
 - 2.13.4. Housing stability planning and support.
 - 2.13.5. Peer to peer counseling
 - 2.13.6. Individual or group substance use services delivered by providers working within their scope of practice.
 - 2.13.7. Non clinical services such as, but not limited to, job search, financial management, skills development, and paraprofessional counseling services for client and their families.
 - 2.14. The Contractor shall provide staffing to fulfill the roles and responsibilities that support activities of this Contract, which shall include, but is not limited to, behavioral health services that are delivered by providers operating within their scope of practice, in accordance with Chapter He-P 800 Residential Care and Health Facility Rules, Part He-P 807 Rules for Residential Treatment and Rehabilitation. These should include, but are not limited to:
 - 2.14.1. One (1) Masters Licensed Alcohol and Drug Counselor (MLADC).
 - 2.14.2. One (1) MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two (2) unlicensed counselors providing clinical services.

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

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- 2.18. The Contractor shall ensure services in this agreement continue beyond the contract end date. The Contractor shall:
- 2.18.1. Provide detailed plan for how services can be funded sustainably at the termination of the contract period.
- 2.19. The Contractor shall provide a written corrective action plan to the Department for review and approval no later than 10 days from receiving notice of noncompliance from the Department, if the Contractor is found out of compliance with any portion of this agreement including, but not limited to, reporting requirements and/or time frames specified in the contract.
- 2.20. The Contractor shall continue conducting activities specified in the corrective action plan described in Section 2.14, as monitored by the Department, until such time the Contractor comes into compliance with contract requirements.

3. Reporting

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

4. Benchmarks

- 4.1. The Contractor shall ensure 100% of services in this contract are operational no later than 6 months after the contract effective date.
- 4.2. The Contractor shall attempt to contact 95% of the individuals on the waiting list described in Section 2.4.3. at least one time per month.

5. Deliverables

- 5.1. The Contractor shall provide a service implementation plan to ensure 100% of the services identified in this contract are available to a minimum of 8 families in the New Hampshire region.
- 5.2. The Contractor shall begin outreach activities to publicize contract services no later than 90 days from the contract effective date.
- 5.3. The Contractor shall provide copies of all media used for outreach activities to the Department for approval no later than 60 days from the contract effective date.
- 5.4. The Contractor shall provide written policies identified in Section 2.3.2 to the Department no later than 60 days from the contract effective date.
- 5.5. The Contractor shall provide a copy of the waiting list described in Section 2.4.3 to the Department every 60 days.
- 5.6. The Contractor shall provide safety and emergency procedures in Section 2.10.3 to the Department no later than 60 days from the contract effective date.

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- 5.7. The Contractor shall provide sample staff development curriculum used in trainings described in Section 2.10.5 to the Department no later than 60 days after the contract effective date.
- 5.8. The Contractor shall provide the sustainability plan described in Section 2.13 to the Department no later than December 30, 2016.



Exhibit B

Method and Conditions Precedent to Payment

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

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

Exhibit B-1 Budget

Open Doors to provide 50% of services for the year for RESIDENTIAL FACILITY, remaining 50% to be made in matching funds with fundraisers, donations, billing for direct services. Outpatient services to begin within 6 months of contract. 100% of services assigned Open Doors however billing system will be instituted to bill for services covered by Medicaid along with nominal fees for ancillary services provided.

2016-2017

Expenses:

A. Personnel

1. TOTAL SALARIES/WAGES:

Direct Program Staff:

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

Management Staff:

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

Total Direct Staff + Management Staff

\$	379,090.40	\$	189,545.20
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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: *MHT*
 Date: *1/22/16*

Exhibit B-1 Budget

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

Contractor Initials: MTF
 Date: 7/22/16

Exhibit B-1 Budget

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

Contractor Initials: Jut
 Date: 7/22/16

Exhibit B-1 Budget

\$ (342,243.71)

REVENUE		
NH Medicaid pregnant woman/day \$162.60 avg stay 180 days x 4 women	\$	117,072.00
NH Medicaid woman and child/day \$228.00 avg stay 180 days x 4 women	\$	164,160.00
Self Pay \$550/ day avg stay 180 days x 1 woman	\$	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
TOTAL	\$	343,732.00

Contractor Initials: MUH
 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;

MA
Date 7/22/16



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



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

Contractor Initials MH
Date 7/22/16



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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

Contractor Initials MH
Date 7/22/16



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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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 (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

7/22/16
Date

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

Contractor Initials MH
Date 7/22/16



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

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

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

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

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

Exhibit G

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

Contractor Initials

MH

Date

1/22/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

7/22/16
Date

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

Exhibit G

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

Contractor Initials

MH

Date

7/22/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

7/22/16
Date

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

Contractor Initials MH
Date 7/22/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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7/22/16



Exhibit I

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

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

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

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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

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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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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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

Contractor Initials MGT

Date 7/22/16



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

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

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

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

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

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

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

Contractor Name:

7/22/16
Date

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

Contractor Initials MH
Date 7/22/16



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

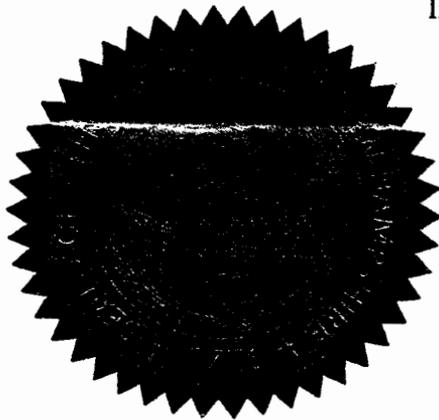
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 3rd day of December, A.D. 2015

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

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Date: 7/29/2016

Filed Documents

(Annual Report History, View Images, etc.)

For a blank Annual Registration Report, click here.**Business Name History**

Name	Name Type
Hope on Haven Hill Inc.	Legal

Non-Profit Corporation - Domestic - Information

Business ID:	735370
Status:	Good Standing
Entity Creation Date:	11/25/2015
Principal Office Address:	326 Rochester Hill Rd Rochester NH 03867
Principal Mailing Address:	No Address
Expiration Date:	Perpetual
Last Annual Report Filed Date:	
Last Annual Report Filed:	0

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

NEW! File Annual Report Online.

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE

I, Kathie Routhier, 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 7/21/16:

(Date)

RESOLVED: That the Chairperson of the Board of Directors of Hope On Haven Hill

(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 July, 2016.

(Date Contract Signed)

4. Meredith Conrad-Hamel is the duly elected Chairperson of the Board of Directors

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.

Kathie A Routhier
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 22 day of July, 2016,

By Kathie Routhier

(Name of Elected Officer of the Agency)

Kelly Scott Goodman
(Notary Public/Justice of the Peace)



Witnesses: 2/25/2016

Binder for Nonprofit Liability Insurance

Pending the issuance of a Policy in the form described below, Monitor Liability Managers (Monitor) on behalf of Carolina Casualty Insurance Company, binds coverage as described below, effective July 21, 2016.

Insured:	Hope on Haven Hill, Inc.
Policy Number:	1488689
Policy Form:	CT 22335 (09-06) / NP 23300 (09-06)
Additional Coverage Sections:	EPL 23300 (09-06)
Binder Period:	July 21, 2016 to September 4, 2016
Policy Period:	July 21, 2016 to July 21, 2017
Policy Type:	Primary

Separate Aggregate Limit of Liability		Limit	Deductibles	Premium
Directors, Officers and Organization Liability	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$1,000,000	\$0; \$0; \$5,000	Included
Employment Practices Liability	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$1,000,000	\$5,000	Included
Fiduciary Liability	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Not Applicable	Not Applicable	Not Applicable
Total Premium:				\$1,712

Additional Terms

Extended Reporting Period** Option 1: 12 months for 50 percent

**Premium is calculated as a percentage of the "full annual premium".

Conditions

Any coverage provided by this binder is subject to the following conditions precedent:

- > Payment of the appropriate premium.
- > PLEASE NOTE: Terms are based on a loss free 5 year claim history. If this is not the case and there have been claim(s) or notice(s) of circumstance over the past 5 years, this quote is null and void. Consideration will be given to offering revised terms upon receipt, review and underwriting acceptance of the details involving said claims.
- > PLEASE NOTE: Third party is included in this quote.
- > PLEASE NOTE: This quote includes unlimited defense costs outside the limit of liability.
- > PLEASE NOTE: This quote includes full prior acts coverage.
- > Contact your underwriter for a specimen copy of the policy
- > As insurance is a regulated industry, any person transacting business with Monitor must hold a valid license and company appointment in the applicable writing company.

Monitor reserves the right to modify the final policy terms and conditions upon review of any of the information received.

Endorsements

<i>Form ID Number</i>	<i>Form Name</i>	<i>Form Description</i>
028-OFAC (03-16)	Trade and Economic Sanctions	The Policy does not provide coverage for loss which is uninsurable under the laws of the U.S. concerning trade or economic sanctions.
265 (01-15)	POLICYHOLDER DISCLOSURE	NOTICE OF TERRORISM INSURANCE COVERAGE.
CT 234502 (11-12)	Addition to Section IV. Medical Facilities Exclusions	Excludes exposures associated with medical facilities.
CT 238030 (11-13)	Modification to Section VIII. B. Proposal	Amends section VIII. B. Proposal.
EPL 230145 (09-06)	New Hampshire Employment Practices Liability Amendatory Endorsement	Modifies the Policy to include state amendatory provisions.
NP 230145 (09-06)	New Hampshire Directors, Officers and Organization Liability Amendatory Endorsement	Modifies the Policy to include state amendatory provisions.
NP 230149 (09-06)	New Hampshire NOTICE TO POLICYHOLDER	States that the Policy form has been amended and/or restricted by the specifically listed endorsements.

Please note that the title and brief description for each endorsement listed in this binder does not describe the scope or intent of such endorsement. Please read each endorsement carefully.

Colene Arnold, MD, FACOG

- 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

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

Colene M. C. Arnold, MD

Initials & Date
2008

- 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

Colene M. C. Arnold, MD

Initials & Date
2008

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 Lev el 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. Cerified 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

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