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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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July 26, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend a **retroactive, sole source** agreement with Greater Nashua Council on Alcoholism (Vendor #166574-B001), 615 Amherst St. Nashua, NH 03063, for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services for pregnant and/or parenting women who are experiencing substance use disorders, have income at or below the 185% Federal Poverty Level, and are homeless or at risk of becoming homeless, by increasing the price limitation by \$166,667 from \$1,500,000 to \$1,666,667 and by extending the contract completion date from June 30, 2019 to October 31, 2019, effective **retroactive** to June 30, 2019, upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on September 7, 2016 (Item #9 Vote 5-0) and amended on April 19, 2017 (Item #5A Vote 5-0), June 21, 2017 (Item #20A Vote 5-0), and July 11, 2018 (Item #12 Vote 5-0).

Funds to support this request are anticipated to be available in the following account for State Fiscal Year 2020 (SFY) upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

SFY	Class/ Account	Class Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	502-500891	Payments to Providers	45057500	\$500,000	\$0	\$500,000
2018	502-500891	Payments to Providers	45057500	\$500,000	\$0	\$500,000
2019	502-500891	Payments to Providers	45057500	\$500,000	\$0	\$500,000
2020	502-500891	Payments to Providers	45057500	\$0	\$166,667	\$166,667
			Total:	\$1,500,000	\$166,667	\$1,666,667

EXPLANATION

This request is **retroactive** to June 30, 2019 because there was a transition of the contracts' oversight from one Department bureau to another close to the point of expiration. The resulted in a need to ensure the Bureau of Drug and Alcohol Services had the ability to review, understand and clarify the use of Temporary Assistance for Needy Families funding internally and with the vendors.

The original agreement was **sole source** because the Contractor has been identified as being among the few providers in the State having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing their child(ren) to remain in the mother's care.

The purpose of this request is to continue 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 and have income at or below 185% of the Federal Poverty Level, and are homeless, or at risk of becoming homeless. The Department has substantial data that indicates a growing need for residential and/or supportive housing services for pregnant and/or parenting women who have substance use disorders and who are currently homeless or at risk of becoming homeless. Women with substance use disorders who have a child may need low or high intensity residential treatment.

Approximately ten (10) women and their children in the Greater Nashua region will be served during the four months from July 1, 2019 through October 31, 2019. During State Fiscal Year 2019, this program served fifty-one (51) women (with 154 children). Services provided included full and part-time daycare; housing assistance and supports; group, family, and individual counseling; and employment supports.

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

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

The vendor is providing on-site case management, intensive group and individual counseling, and counseling for co-occurring mental health illnesses. Residential treatment will be based on American Society of Addiction Medicine (ASAM) criteria of Six Dimensions of Multidimensional Assessment to create a holistic biopsychosocial assessment of an individual that will be used for service planning and treatment across all services and levels of care. All services are designed to allow children to remain in the mother's care.

Services may include, but are not limited to:

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

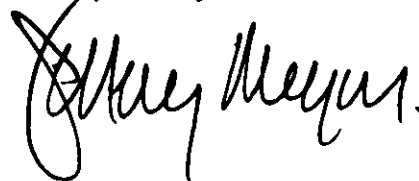
Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers may not receive the substance use disorder treatment services they need, and they may not be able to locate housing for themselves and their children.

Area Served: Greater Nashua area.

Source of Funds: 100% Federal Funds Catalogue of Federal and Domestic Assistance (CFDA #93.558) U.S. Department of Health & Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, TANF ; FAIN # 18NHTANF

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the OPEN DOORS – Homelessness Prevention
and Supports for Low Income Pregnant and Parenting Women
with Substance Use Disorders**

This 4th Amendment to the OPEN DOORS – Homelessness Prevention and Supports for Low Income Pregnant and Parenting Women with Substance Use Disorders Contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 615 Amherst Street, Nashua, NH 03063.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 7, 2016 (Item #9) as amended on April 19, 2017 (Item #5A); June 21, 2017 (Item #20A); and June 20, 2018 (Item # 21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
October 31, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,666, 667.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A - Amendment #4, Scope of Services.
6. Delete Exhibit B, Methods and Conditions Precedent to Payment, in its entirety and replace with Exhibit B – Amendment #4, Methods and Conditions Precedent to Payment.
7. Add Exhibit B-1 – Amendment #4, SFY20 Budget.

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



This amendment shall be retroactively effective to June 30, 2019, upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

7/25/19
Date

Katja S. Fox
Katja S. Fox
Director

Greater Nashua Council on Alcoholism

7/23/19
Date

Peter Kelleher
Name: Peter Kelleher
Title: President + CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 7/23/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

William C. Martin
Signature of Notary Public or Justice of the Peace

William C. Martin Justice of the Peace
Name and Title of Notary or Justice of the Peace

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

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



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

OFFICE OF THE ATTORNEY GENERAL

7/26/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Sr. Asst. Atty General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A – Amendment #4

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 Temporary Assistance for Needy Families (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, subject to Department approval which may include, but are not limited to:
 - 1.2.4.1. Dental services.
 - 1.2.4.2. Auto registration.
 - 1.2.4.3. Personal care.
 - 1.2.4.4. Books and tuition.
- 1.3. The Contractor shall provide ASAM level 2.7 and lower Substance Use Disorder (SUD) treatment, 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 a record of how many individuals are screened, how many are determined eligible, and how many are served, as specified in Section 1.3.

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Date 7/23/19



Exhibit A – Amendment #4

- 1.5. The Contractor shall expand current services 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 the Department to review/assist with program processes, service provision, and overall program outcomes. Contractor shall work in collaboration with the Department to ensure desired program benchmarks are achieved timely.
- 1.8. The Contractor shall comply with all relevant state and federal laws and regulations which include, but are not limited to:
 - 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 report on critical incidents and sentinel events which include, but are not limited to reporting:
 - 1.9.1. All critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 1.9.1.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:
 - 1.9.1.1.1. Abuse;
 - 1.9.1.1.2. Neglect;
 - 1.9.1.1.3. Exploitation;
 - 1.9.1.1.4. Rights violation;
 - 1.9.1.1.5. Missing person;
 - 1.9.1.1.6. Medical emergency;
 - 1.9.1.1.7. Restraint; or
 - 1.9.1.1.8. Medical error.
 - 1.9.2. All contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident;

PA
5/23/19



Exhibit A – Amendment #4

- 1.9.3. All Media contacts to the Department in writing as soon as possible and no later than 24 hours following the incident;
- 1.9.4. Sentinel events to the Department as follows:
 - 1.9.4.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 1.9.4.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the Department, which shall include:
 - 1.9.4.2.1. The reporting individual's name, phone number, and agency/organization;
 - 1.9.4.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 1.9.4.2.3. Location, date, and time of the event;
 - 1.9.4.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 1.9.4.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 1.9.4.2.6. The identification of any media that had reported the event.
 - 1.9.4.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the Department.
 - 1.9.4.4. Additional information on the event that is discovered after filing the form in Section 1.9.4.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 1.9.4.5. Submit additional information regarding Sections 1.9.4.1 through 1.9.4.4 above if required by the department; and
 - 1.9.4.6. Report the event in Sections 1.9.4.1 through 1.9.4.4 above, as applicable, to other agencies as required by law.
- 1.10. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within three (3) days following the activity or contact as directed by the Department. The Contractor shall:

PA
7/23/19



Exhibit A – Amendment #4

- 1.10.1. Ensure all client activity or contact includes, but is not limited to:
 - 1.10.1.1. Screening.
 - 1.10.1.2. Fee 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.
- 1.11. The Contractor shall, obtain written consent from the client utilizing the consent form as provided by Department prior to providing services. The Contractor shall ensure:
 - 1.11.1. Any client refusing to sign the informed consent form is not:
 - 1.11.1.1. Entered into the WITS (or approved alternative) system.
 - 1.11.1.2. Provided services under this contract.
 - 1.11.2. Any client refusing to sign the consent form is assisted with finding alternative payers for necessary services.

2. Scope of Services

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

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7/23/19



Exhibit A – Amendment #4

- 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 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 client's Substance Use Disorder diagnoses based off the Diagnostic and Statistical Manual of Mental Disorders (DSM-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-Counseling-Competencies/SMA15-4171>.
- 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. This may include, but is not limited to:
 - 2.6.1. In-house, on-site, overnight substance used disorder (SUD) residential treatment services in a facility licensed as a residential treatment facility pursuant to Administrative Rule He-P 826.

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Exhibit A – Amendment #4

- 2.6.2. Outpatient SUD Treatment Services with Supportive Housing for up to four (4) months, on or off site with the ability to provide onsite substance use disorder treatment services. Supportive housing, may include, but is not limited to, apartments within an apartment complex, group housing, or shared housing. Funding for Supportive Housing services shall be limited to 4 months based off the TANF regulations around non-assistance categories.
- 2.6.3. Outpatient SUD Treatment Services with Housing Stabilization Services that allow clients to remain in their homes while receiving scheduled onsite SUD treatment services.
- 2.7. The Contractor shall ensure the basic needs of pregnant and parenting women receiving services and the basic needs of her child(ren) are met within the first 24 hours of receiving services, on an on-going basis while receiving services and after being discharged from services, which include, but are not limited to:
 - 2.7.1. Housing.
 - 2.7.2. Food.
 - 2.7.3. Clothing.
 - 2.7.4. Diapers.
 - 2.7.5. Recovery Support Services
- 2.8. The Contractor shall admit both women and their children into treatment services, as appropriate, allowing the child(ren) to remain in the mother's care. The Contractor shall ensure:
 - 2.8.1. Safe Sleep environments for infants aimed at reducing the risk of Sudden Unexpected Infant Death syndrome, including Sudden Infant Death Syndrome (SIDS).
 - 2.8.2. Written policies are developed that describe the practices to be used to promote Safe Sleep, in accordance with recommendations for the American Academy of Pediatrics (AAP) when infants are napping or sleeping. For detailed information on safe sleep refer to <http://cfoc.nrckids.org/StandardView/3.1.4.1> and <http://pediatrics.aappublications.org/content/pediatrics/128/5/e1341.full.pdf>.
 - 2.8.3. Developmentally appropriate childcare is available to children, either through on-site care or through arrangements with an off-site licensed childcare provider. It is not expected that the on-site facility be licensed but should follow NAEYC guidelines in regards to developmentally appropriate childcare.
 - 2.8.4. Supports for before and after school care are available for school age children.



Exhibit A – Amendment #4

2.8.5. Arrangements are in place that allow children to continue attending school.

2.9. The Contractor shall provide interim services when no appropriate services are immediately available while managing a waiting list. The Contractor shall:

2.9.1. Contact the Doorway in the client's area to connect the client with SUD treatment services.

2.9.2. Assist the client with accessing services by:

2.9.2.1. Identifying alternate providers.

2.9.2.2. Actively reaching out to alternate providers on behalf of the client.

2.9.3. Provide or refer to interim services until the appropriate level of care becomes available, at either a contract agency or an alternative provider. These services shall include, but are not limited to:

2.9.3.1. At least one 60 minute individual or group outpatient session provided or offered per week;

2.9.3.2. Recovery support services, as needed by the client;

2.9.3.3. 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.

2.9.3.4. Daily calls to the client if an emergent need arises to assess and respond.

2.9.4. Provide counseling and education about HIV, Hepatitis C (HepC), and Tuberculosis (TB), which shall include, but not be limited to:

2.9.4.1. The risks of needle sharing.

2.9.4.2. The risks of transmission to sexual partners and infants.

2.9.4.3. Steps that can be taken to ensure that HIV, HepC and TB transmission does not occur.

2.9.4.4. Referral to HIV, HepC or TB treatment services, if necessary.

2.9.4.5. Referrals for prenatal care for pregnant women.

2.9.5. Establish and maintain a waiting list that monitors the wait time for clients to receive services, from the date of initial contact to the date clients first receive services, other than screening and assessment. The Contractor shall ensure the waiting list includes but is not limited to:

2.9.5.1. A unique patient identifier;

2.9.5.2. Dates of requests for admission to treatment;

PA
7/23/19



Exhibit A – Amendment #4

- 2.9.5.3. Provision of interim services and sources of those services;
- 2.9.5.4. Referrals made for treatment or interim services; and
- 2.9.5.5. Disposition of clients on the waiting list.
- 2.9.6. Provide a monthly report to the Department, indicating the average wait time for all clients, by type of service and payer source.
- 2.10. The Contractor shall offer tobacco education and treatment to all clients receiving services. The Contractor shall:
 - 2.10.1. Assess clients for motivation in stopping the use of tobacco products;
 - 2.10.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.10.3. Ensure tobacco use, in and of itself, is not used as grounds for discharging clients from services being provided under this contract.
- 2.11. The Contractor shall develop substance use disorder treatment plans for all clients based on clinical evaluation data and must address all ASAM (2013) domains. The Contractor shall:
 - 2.11.1. Update the treatment plans based on any changes in ASAM domain no less frequently than every four (4) sessions or every four (4) weeks, whichever is less frequent.
 - 2.11.2. Ensure treatment plan goals, objectives and interventions are written in terms that are specific, measurable, attainable, realistic and timely.
 - 2.11.3. Ensure treatment plans include medication assisted treatment, when appropriate.
 - 2.11.4. Ensure, if the performance of services involves the collection, transmission, storage or disclosure of substance use disorder (SUD) records, information, or data created by a 42 CFR Part 2 provider, that safeguards, including consent and notices required by 42 CFR Part 2, are provided prior to any disclosure of Part 2 information.
- 2.12. The Contractor shall ensure treatment plans include, but are not limited to:
 - 2.12.1. A plan for permanent housing and recovery services.
 - 2.12.2. Sufficient case management services, which shall include but is not limited to, linking women with community services within the area in which she will be permanently housed after receiving treatment services.
 - 2.12.3. Transportation services to ensure that the women and their children have access to the treatment plan-specific services.

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Exhibit A – Amendment #4

- 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 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. Nonclinical services such as, but not limited to, job search, financial management, skills development, and paraprofessional counseling services for clients 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 medical and behavioral health services that are delivered by providers operating within their scope of practice in accordance with Chapter He-P 800 Residential Care and Health Facility Rules, Part He-P 826 Rules for Residential Treatment and Rehabilitation. The Contractor shall ensure staffing includes, but is not limited to:
 - 2.14.1. A minimum of one licensed supervisor, defined as:

PA
7/23/19



Exhibit A – Amendment #4

- 2.14.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
- 2.14.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds eth Licensed Clinical Supervisor (LCS) credential; or
- 2.14.1.3. Licensed mental health provider.
- 2.14.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including, but not limited to:
 - 2.14.2.1. Licensed counselors defined as MLADCs, LADCs and individuals licensed by the Board of Mental Health Practice of Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 2.14.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice of Board, or Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 2.14.2.3. Certified Recovery Support Workers (CRSW) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 2.14.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 2.14.3. Ensuring no licensed supervisor shall supervise more than twelve (12) staff, in accordance with evidence-based practices.
- 2.14.4. Providing ongoing clinical supervision that occurs at regular intervals in accordance with evidence based practices, at a minimum:
 - 2.14.4.1. Weekly discussion of cases with suggestions for resources of therapeutic approaches, co-therapy, and periodic assessment of progress.
 - 2.14.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

OP
2/23/17



Exhibit A – Amendment #4

- 2.14.5. One (1) half-time advanced registered nurse practitioner (ARNP) through staffing or referral.
- 2.14.6. One (1) full-time individual with experience in child social emotional development.
- 2.14.7. One (1) director/executive director.
- 2.15. The Contractor shall coordinate with a 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 and ensure the safety of clients by:
 - 2.17.1. Assessing all clients for risk of self-harm at all phases of treatment as well as at discharge based on policies and processes approved by the Department within 30 days from the contract effective date.
 - 2.17.2. Ensuring appropriate staffing levels and continuity of care is maintained in a state of an emergency.
 - 2.17.3. Creating safety and emergency procedures within 3 months of the contract effective date on the following:
 - 2.17.3.1. Medical emergencies
 - 2.17.3.2. Infection control and universal precautions, including use of protective clothing and devices
 - 2.17.3.3. Reporting employee injuries
 - 2.17.3.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures
 - 2.17.3.5. Emergency closings.
 - 2.17.4. Ensuring alternative housing is available for all clients and their children.
 - 2.17.5. Ensuring all staff receive training for emergency and disaster situations through continuous staff development that includes, but is not limited to:
 - 2.17.5.1. Adult and infant Cardiopulmonary resuscitation (CPR).

PS
7/23/19



Exhibit A – Amendment #4

- 2.17.5.2. Use of Naloxone.
- 2.17.5.3. Fire and safety policies and procedures.
- 2.17.5.4. Universal precautions.
- 2.18. The Contractor shall:
 - 2.18.1. Immediately begin seeking approval to conduct third party billing for any eligible services.
 - 2.18.2. Seek alternate sources of funding for non-billable services from sources the contractor may identify.
 - 2.18.3. Continue to maintain and provide services the contractor already has in place for the population at need.
- 2.19. The Contractor shall ensure Individual Service Plans (ISPs) are developed for all program participants and include a housing stability plan. The Contractor shall ensure all clients are assessed for referral to internal program and/or community partners to receive services that may include but are not limited to:
 - 2.19.1. Housing assistance.
 - 2.19.2. Supportive services.
 - 2.19.3. Child care.
 - 2.19.4. Family reunification assistance.
 - 2.19.5. Primary and behavioral health care.
 - 2.19.6. Education and employment training/ support.
- 2.20. The Contractor shall continue conducting activities specified in the corrective action plan described in Section 6.1, 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.
- 3.2. The Contractor shall submit quarterly reports on the number of individuals screened, determined eligible, and served as provided in Section 1.4.
- 3.3. The Contractor shall report on critical incidents, as provided in Section 1.9, as soon as possible and no later than 24 hours following the incident.

DP
7/23/19



Exhibit A – Amendment #4

- 3.4. The Contractor shall report on sentinel events, as specified in Section 1.9, no later than 72 hours of the event occurring.
- 3.5. The Contractor shall submit quarterly reports on their efforts to conduct third-party billing for any eligible services and seek alternate sources of funding for non-billable services, as provided in Sections 2.18.1 and 2.18.2.

4. Benchmarks

- 4.1. The Contractor shall ensure 100% of services in this contract are operational no later than six (6) months after the contract effective date.
- 4.2. The Contractor shall ensure 95% of the individuals on the waiting list described in Section 2.9.5 are reached or attempted to be contacted at least one time per week.
- 4.3. The Contractor shall ensure 100% of clients enrolled in program are screened, assessed, and referred to the most appropriate level of care.
- 4.4. The Contractor shall ensure that 90% of clients are referred to onsite employment programming to increase in financial stability and reduce dependence of public assistance.
- 4.5. The Contractor shall ensure that 70% of enrolled children above the age of three (3) receive initial assessments to inform ongoing child and family service plans.

5. Deliverables

- 5.1. The Contractor shall provide a service implementation plan to ensure 100% of the services identified in this contract are available to a minimum of ten (10) women and their children in the Greater Nashua, NH region.
- 5.2. The Contractor shall provide copies of all media used for outreach activities to the Department for approval no later than sixty (60) days from the contract effective date.
- 5.3. The Contractor shall ensure outreach activities, as described in Section 2.4, that publicize the services begin no later than one hundred twenty (120) days from the contract effective date.
- 5.4. The Contractor shall provide written policies described in Sections 2.8.2 and 2.17.1 to the Department no later than sixty (60) days from the contract effective date.
- 5.5. The Contractor shall provide a copy of the waiting list described in Section 2.9.5 and 2.9.6 to the Department once every two (2) months.
- 5.6. The Contractor shall provide safety and emergency procedures in Section 2.17.3 to the Department no later than 30 days from the contract effective date.

PP
7/23/19



Exhibit A – Amendment #4

- 5.7. The Contractor shall provide sample staff development curriculum used in trainings described in Section 2.17.5 to the Department no later than sixty (60) days after the contract effective date.
- 5.8. The Contractor shall provide the sustainability plan described in Section 2.18.1 to the Department for review and approval no later than thirty (30) days after the contract effective date.

6. Contract Compliance

- 6.1. The Contractor shall provide a corrective action plan to the Department within thirty (30) days from the date of any audit findings. The Contractor shall ensure the corrective action plan includes, but is not limited to:
 - 6.1.1. The specific action(s) to be taken to correct each deficiency identified by the Department.
 - 6.1.2. The specific action(s) to be taken to prevent any future reoccurrence(s) of each deficiency.
 - 6.1.3. The specific action steps and time line for implementing the actions identified in Paragraphs 6.1.1 and 6.1.2 above.
 - 6.1.4. A written plan for monitoring actions to ensure the actions identified in Paragraphs 6.1.1 and 6.1.2 above are effective.
 - 6.1.5. The frequency and method of reporting progress on implementation and effectiveness of the corrective action plan to the Department.

7. Maintenance of Fiscal Integrity

- 7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:
 - 7.1.1. Days of Cash on Hand:
 - 7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

GA
7/23/19



Exhibit A – Amendment #4

- 7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 7.1.2. Current Ratio:
 - 7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 7.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 7.1.3. Debt Service Coverage Ratio:
 - 7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
 - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In the event that the Contractor does not meet either:
 - 7.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 7.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

98
7/23/19



Exhibit A – Amendment #4

- 7.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 7.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 7.2.1 and/or 7.2.2 have not been met.
 - 7.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 7.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

PA
Date *7/27*



Exhibit B – Amendment #4

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 100% federal funds available through the Catalog of Federal and Domestic Assistance (CFDA) # 93.558, U.S. Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families Program, Federal Award Identification Number (FAIN) 18NHTANF.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The Contractor shall have documentation available upon request covering the same period as the invoice in Section 3.1 that identifies all payments made on behalf of each client, including the purpose for each payment, the payee for each payment, and any appropriate backup documentation.
 - 3.3. 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.
 - 3.4. The invoice shall be submitted by mail through the US Postal Services or email to:

Director
Bureau of Alcohol and Drug Services
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
Email: Annette.escalante@dhhs.nh.gov
4. A final payment request shall be submitted no later than forty-five (45) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
5. Any request to adjust a prior invoice must be accompanied by supporting documentation and is subject to Department approval.
6. 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.
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 Amendment #4 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.
8. Non Reimbursement for Services

PA
7/23/19



Exhibit B – Amendment #4

- 8.1. The State shall not reimburse the Contractor for services provided through this contract when a client is or may be eligible for an alternative payer for services described in Exhibit A, Scope of Work including, but not limited to:
 - 8.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
 - 8.1.2. Services covered by Medicare for clients who are eligible for Medicare.
 - 8.1.3. Services covered by a client's private insurer(s).
- 8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.
9. The Contractor shall:
 - 9.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department.
 - 9.2. Utilize a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 9.3. Maintain accurate accounting and records for all services billed, payments received and overpayments refunded.
10. Submitting Charges for Payment
 - 10.1. The Contractor shall:
 - 10.1.1. Review the invoice and associated backup documentation no later than twenty (20) days following the last day of the billing month and submit the invoice and documentation to the Department for review.
 - 10.1.2. Correct any errors in the invoice and documentation no later than seven (7) days after being notified of the errors, and submit the corrected invoice and documentation to the Department for review.
 - 10.2. The Contractor agrees that billing submitted for review sixty (60) days after the last day of the billing month may be subject to non-payment.
11. Funds in this contract may not be used to replace funding for a program already funded from another source.
12. The Contractor will keep detailed records of their activities related to Department funded programs and services.

PA
7/23/19

New Hampshire Department of Health and Human Services

Contractor Name: Greater Nashua Council on Alcoholism

Budget Request for: OPEN DOORS

Budget Period: SFY 20 (7/1/19 - 10/31/19)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 62,075	\$ 6,207	\$ 68,282	\$ -	\$ -	\$ -	\$ 62,075	\$ 6,207	\$ 68,282
2. Employee Benefits	\$ 7,873	\$ 787	\$ 8,660	\$ -	\$ -	\$ -	\$ 7,873	\$ 787	\$ 8,660
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 43	\$ 4	\$ 47	\$ -	\$ -	\$ -	\$ 43	\$ 4	\$ 47
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 987	\$ 99	\$ 1,085	\$ -	\$ -	\$ -	\$ 987	\$ 99	\$ 1,085
6. Travel	\$ 571	\$ 57	\$ 628	\$ -	\$ -	\$ -	\$ 571	\$ 57	\$ 628
7. Occupancy	\$ 5,628	\$ 563	\$ 6,191	\$ -	\$ -	\$ -	\$ 5,628	\$ 563	\$ 6,191
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 318	\$ 32	\$ 350	\$ -	\$ -	\$ -	\$ 318	\$ 32	\$ 350
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 405	\$ 40	\$ 445	\$ -	\$ -	\$ -	\$ 405	\$ 40	\$ 445
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,087	\$ 187	\$ 1,833	\$ -	\$ -	\$ -	\$ 1,087	\$ 187	\$ 1,833
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 167	\$ 17	\$ 183	\$ -	\$ -	\$ -	\$ 167	\$ 17	\$ 183
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other -Client Assistance	\$ 48,952	\$ 4,895	\$ 53,847	\$ -	\$ -	\$ -	\$ 48,952	\$ 4,895	\$ 53,847
Child Care Cost	\$ 20,831	\$ 2,083.07	\$ 22,913.77	\$ -	\$ -	\$ -	\$ 20,831	\$ 2,083.07	\$ 22,913.77
Client Transportation	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 151,515	\$ 15,152	\$ 166,667	\$ -	\$ -	\$ -	\$ 151,515.45	\$ 15,151.55	\$ 166,667.00

Indirect As A Percent of Direct

10.0%

PN
 7/23/19

State of New Hampshire

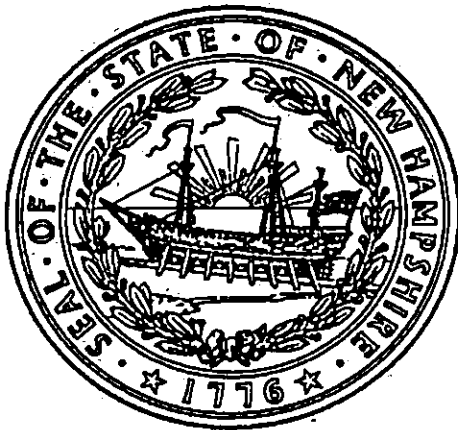
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 16, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74349

Certificate Number: 0004516977



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Trent A. Smith, Vice Chair, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 23, 2019:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23rd day of July, 2019.
(Date Contract Signed)

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

of the Agency.

Trent A. Smith
(Signature of the Elected Officer)

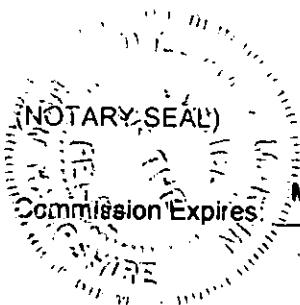
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 23rd day of July, 2019.

By Trent A. Smith
(Name of Elected Officer of the Agency)

William C. Martin
(Notary Public/Justice of the Peace)



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



ADDITIONAL REMARKS SCHEDULE

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 77 Northeastern Boulevard Nashua NH 03062	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

HH Ownership, Inc.
 Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859
 Boulder Point, LLC - Map 213/Lot 5.3, Boulder Point Drive, Plymouth, NH 03264

615 Amherst Street
Nashua, NH 03063



Ph. (603) 881-4848
Fax (603) 598-3644

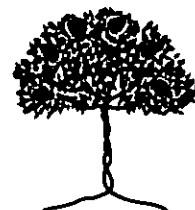
www.keystonehall.org

Mission Statement: To provide comprehensive substance use treatment and recovery services to individuals and families in a supportive environment while providing a strategic framework for substance use prevention in New Hampshire.

**A member of the
Partnership for Successful Living**

A collaboration of six affiliated not-for-profit organizations providing southern New Hampshire's most vulnerable community members with access to housing, health care, education, employment and supportive services.
www.nhpartnership.org

Harbor Homes • Healthy at Home • Keystone Hall • Milford Regional Counseling Services
• Southern NH HIV/AIDS Task Force • Welcoming Light



**GREATER NASHUA
COUNCIL ON ALCOHOLISM**

Financial Statements

For the Year Ended June 30, 2018

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITORS' REPORT	1
BASIC FINANCIAL STATEMENTS:	
Statement of Financial Position	4
Statement of Activities	5
Statement of Functional Expenses	6
Statement of Cash Flows	7
Notes to the Financial Statements	8
SUPPLEMENTARY INFORMATION:	
Schedule of Program Services Expenses – Current Year	19
Schedule of Program Services Expenses – Prior Year	21

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Greater Nashua Council on Alcoholism

Report on the Financial Statements

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism as of June 30, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Greater Nashua Council on Alcoholism's fiscal year 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 10, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2018 on our consideration of Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Greater Nashua Council on Alcoholism's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

Melanson Heath

December 20, 2018

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2018

(With Comparative Totals as of June 30, 2017)

ASSETS	<u>2018</u>	<u>2017</u>
Current Assets:		
Cash and cash equivalents	\$ 315,659	\$ 252,981
Receivables, net	555,874	1,318,521
Promises to give	-	3,000
Prepaid expenses	-	5,088
Total Current Assets	<u>871,533</u>	<u>1,579,590</u>
Noncurrent Assets:		
Property and equipment, net of accumulated depreciation	5,605,937	5,686,027
Restricted cash	29,752	38,482
Due from related organizations	238,993	-
Total Noncurrent Assets	<u>5,874,682</u>	<u>5,724,509</u>
Total Assets	<u>\$ 6,746,215</u>	<u>\$ 7,304,099</u>
 LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	\$ 45,129	\$ 76,165
Accrued expenses and other liabilities	214,127	225,962
Due to related organizations	-	399,615
Line of credit	348,779	128,779
Current portion of bonds and mortgages payable, net	128,006	123,992
Total Current Liabilities	<u>736,041</u>	<u>954,513</u>
Long-Term Liabilities:		
Bonds and mortgages payable, long term, net	3,606,761	3,734,588
Mortgages payable, deferred	1,885,000	1,885,000
Total Long-Term Liabilities	<u>5,491,761</u>	<u>5,619,588</u>
Total Liabilities	6,227,802	6,574,101
Unrestricted Net Assets	<u>518,413</u>	<u>729,998</u>
Total Liabilities and Net Assets	<u>\$ 6,746,215</u>	<u>\$ 7,304,099</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2018

(With Comparative Totals for the Year Ended June 30, 2017)

Support and Revenue:	<u>2018</u>	<u>2017</u>
Support:		
Bureau of Drug and Alcohol grants	\$ 3,472,339	\$ 3,806,540
Other federal grants	20,278	130,017
State of New Hampshire	-	59,000
Contributions	2,231	30,741
In-kind donations	-	57,225
Revenue:		
Client services:		
Medicaid	1,968,601	1,550,194
Third party insurance	23,082	65,060
Client billings, net	28,394	34,465
Contracted services	298,483	366,645
Other income	6,885	13,723
Interest income	<u>50</u>	<u>620</u>
 Total Support and Revenue	 <u>5,820,343</u>	 <u>6,114,230</u>
 Expenses:		
Program services	5,249,192	4,767,612
General and administrative	700,477	633,487
Fundraising	<u>82,259</u>	<u>112,042</u>
 Total Expenses	 <u>6,031,928</u>	 <u>5,513,141</u>
 Change in Net Assets	 (211,585)	 601,089
 Unrestricted Net Assets, Beginning of Year	 <u>729,998</u>	 <u>128,909</u>
 Unrestricted Net Assets, End of Year	 <u>\$ 518,413</u>	 <u>\$ 729,998</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2018

(With Comparative Totals for the Year Ended June 30, 2017)

	<u>Program</u> <u>Services</u>	<u>General and</u> <u>Administrative</u>	<u>Fundraising</u>	<u>2018</u> <u>Total</u>	<u>2017</u> <u>Total</u>
Advertising	\$ 66,637	\$ 935	\$ -	\$ 67,572	\$ 1,397
Accounting fees	-	12,432	-	12,432	11,309
Client services	391,779	50	-	391,829	139,271
Client transportation	14,636	-	-	14,636	7,369
Contract services	449,942	26,407	336	476,685	658,354
Depreciation and amortization	200,420	33,017	-	233,437	220,102
Employee benefits	367,430	71,622	4,962	444,014	362,923
Food	102,593	487	-	103,080	98,506
Information technology	2,803	10,223	274	13,300	84,187
Insurance	23,862	1,249	-	25,111	20,873
Interest	161,328	8,179	-	169,507	156,922
Legal fees	2,675	249	-	2,924	5,081
Miscellaneous	19,535	1,046	-	20,581	35,243
Office supplies	37,545	953	-	38,498	35,641
Operating and maintenance	61,850	2,987	-	64,837	74,177
Operational supplies	31,378	143	-	31,521	24,217
Payroll taxes	221,878	40,421	5,540	267,839	206,497
Professional fees	9,634	625	-	10,259	2,121
Rent	90,093	4,942	-	95,035	186,064
Salaries and wages	2,836,067	475,817	71,102	3,382,986	2,993,248
Snow removal	9,057	363	-	9,420	7,065
Staff development	19,355	3,520	-	22,875	44,688
Staff travel	16,027	1,296	45	17,368	15,513
Telephone	18,905	753	-	19,658	18,360
Utilities	76,014	2,761	-	78,775	78,796
Vehicle expenses	17,749	-	-	17,749	25,217
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total	\$ <u>5,249,192</u>	\$ <u>700,477</u>	\$ <u>82,259</u>	\$ <u>6,031,928</u>	\$ <u>5,513,141</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2018

(With Comparative Totals as of June 30, 2017)

	<u>2018</u>	<u>2017</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (211,585)	\$ 601,089
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	233,437	220,102
Gain on disposal of fixed assets	-	(2,180)
(Increase) Decrease In:		
Receivables	762,647	(795,240)
Promises to give	3,000	(3,000)
Prepaid expenses	6,567	2,669
Increase (Decrease) In:		
Accounts payable	(31,036)	27,365
Accrued expenses and other liabilities	<u>(13,314)</u>	<u>60,583</u>
Net Cash Provided By Operating Activities	749,716	111,388
Cash Flow From Investing Activities:		
Purchase of fixed assets	(150,491)	(214,154)
Proceeds from sale of fixed assets	<u>-</u>	<u>2,180</u>
Net Cash Used By Investing Activities	(150,491)	(211,974)
Cash Flows From Financing Activities:		
Receipts from related organizations	1,074,901	1,362,697
Payments to related organizations	(1,713,509)	(1,088,233)
Proceeds from line of credit	520,000	221,377
Payments to line of credit	(300,000)	(275,000)
Proceeds from long term debt	-	200,000
Principal payments on long term debt	<u>(126,669)</u>	<u>(97,657)</u>
Net Cash Provided (Used) By Financing Activities	<u>(545,277)</u>	<u>323,184</u>
Net Increase	53,948	222,598
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>291,463</u>	<u>68,865</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 345,411</u>	<u>\$ 291,463</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 169,507</u>	<u>\$ 156,922</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Notes to the Financial Statements

1. **Organization:**

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

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

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2017, from which the summarized information was derived.

Cash and Cash Equivalents

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

Receivables, Net

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

Property and Equipment

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of \$2,500 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as

incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

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

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

Net Assets

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

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

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

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

The Organization has only unrestricted net assets.

Revenue and Revenue Recognition

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

Accounting for Contributions

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

Gifts-in-Kind Contributions

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

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

Grant Revenue

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

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

Functional Allocation of Expenses

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

Income Taxes

Greater Nashua Council on Alcoholism has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal year 2018, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

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

Financial Instruments and Credit Risk

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

Fair Value Measurements and Disclosures

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

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

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

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

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

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

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

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

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

3. Receivables, Net:

Receivables at June 30, 2018 consist of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 342,165	\$ -	\$ 342,165
Medicaid	211,274	(9,268)	202,006
Other	<u>11,703</u>	<u>-</u>	<u>11,703</u>
Total	<u>\$ 565,142</u>	<u>\$ (9,268)</u>	<u>\$ 555,874</u>

4. Property, Equipment and Depreciation:

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

	<u>2018</u>	<u>2017</u>
Land	\$ 742,500	\$ 742,500
Construction in progress	241,363	143,865
Land improvements	6,644	1,743
Building	5,646,560	5,646,560
Building improvements	90,526	45,813
Computer equipment	25,233	21,854
Furniture and fixtures	38,711	38,711
Software	57,594	57,594
Vehicles	<u>55,838</u>	<u>55,838</u>
Subtotal	6,904,969	6,754,478
Less: accumulated depreciation	<u>(1,299,032)</u>	<u>(1,068,451)</u>
Total	<u>\$ 5,605,937</u>	<u>\$ 5,686,027</u>

Depreciation expense for the years ended June 30, 2018 and 2017 totaled \$230,582 and \$217,248, respectively.

5. Restricted Cash:

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

6. Accrued Expenses and Other Liabilities:

Accrued expenses and other liabilities consist of the following:

	<u>2018</u>	<u>2017</u>
Accrued payroll and related liabilities	\$ 206,274	\$ 219,476
Accrued interest	6,374	6,374
HSA liability	-	112
Other accruals	<u>1,479</u>	<u>-</u>
Total	<u>\$ 214,127</u>	<u>\$ 225,962</u>

7. Due From (to) Related Organizations:

Due from (to) related organizations represents short-term assets and liabilities due from (to) related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2018 are as follows:

	<u>2018</u>	<u>2017</u>
Current:		
Harbor Homes, Inc.	\$ 265,768	\$ (380,115)
Milford Regional Counseling Services	204	-
Southern New Hampshire HIV/AIDS Task Force	(27,012)	(19,500)
Welcoming Light, Inc.	<u>33</u>	<u>-</u>
Total	<u>\$ 238,993</u>	<u>\$ (399,615)</u>

As discussed in Note 2, the valuation technique used for due from (to) related organizations is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are as follows:

Beginning balance June 30, 2017	\$ (399,615)
Advances	1,713,509
Reductions	<u>(1,074,901)</u>
Ending balance June 30, 2018	<u>\$ 238,993</u>

8. Line of Credit:

At June 30, 2018, the Organization had \$750,000 of credit available from Merrimack County Savings Bank due on demand, and secured by all assets and guaranteed by Harbor Homes, Inc., a related party (see Note 13). The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00% (6.00% at June 30, 2018) to Merrimack County Savings Bank. As of June 30, 2018, the credit line had an outstanding balance of \$348,779.

9. Bonds and Mortgages Payable:

Bonds and mortgages payable as of June 30, 2018 were as follows:

\$3,963,900 in New Hampshire Health and Education Facilities Authority bonds, dated September 15, 2014, due in monthly installments of \$19,635, including principal and interest at 4.00%, maturing in 2042, secured by real property owned and guaranteed by Harbor Homes, Inc.	\$ 3,653,055
\$200,000 loan from New Hampshire Health and Education Facilities Authority, dated March 6, 2017, due in monthly installments of \$3,419, including principal and interest at 1.00%, maturing in 2022, secured by real property, and guaranteed by Harbor Homes, Inc.	150,933
Less: debt issuance costs, net	<u>(69,221)</u>
Total	3,734,767
Less amount due within one year	<u>(128,006)</u>
Long term debt, net of current portion	<u>\$ 3,606,761</u>

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

<u>Year</u>	<u>Amount</u>
2019	\$ 128,006
2020	131,731
2021	136,371
2022	130,535
2023	104,080
Thereafter	<u>3,104,044</u>
Total	<u>\$ 3,734,767</u>

Debt issuance costs, net of accumulated amortization, totaled \$69,221 as of June 30, 2018, and are related to the New Hampshire Health and Education Facilities Authority bonds described above. The debt issuance costs on the above bonds are being amortized over the life of the bonds. Amortization expense for fiscal year 2018 was \$2,855.

10. Mortgages Payable, Deferred:

The Organization received special financing as partial funding for a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. Certain covenants apply related to eligibility and use of the mortgaged property. The balance of these notes at June 30, 2018 is as follows:

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

11. Net Assets Released from Restriction:

There were no restricted net assets during the year ended June 30, 2018 and, as a result, no net assets were released from restrictions.

12. Deferred Compensation Plan:

The Organization offers a 401(k) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization will contribute as a matching contribution an amount equal to 100% of employees' contributions that is not in excess of 6% of their contribution. Total matching contributions paid by the Organization for the year ended June 30, 2018 were \$69,630.

13. Transactions with Related Parties:

As a commonly controlled organization by way of its common board of directors and management, the Organization is included in the consolidated financial statements of Harbor Homes, Inc. The following transactions between the Organization and Harbor Homes, Inc. occurred during the fiscal year 2018:

- The Organization is a corporate guarantor for Harbor Homes, Inc., related to the mortgage on their Northeastern Boulevard property. The guaranty consists of one mortgage in the amount of \$1,125,000.
- The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization.
- The Organization also receives payroll services from the related organization, billed at actual cost.
- The Organization rents space from Harbor Homes, Inc., a related organization. Rent expense for the year under this agreement was \$27,383.

The Organization also offers counseling services to the clients of Harbor Homes, Inc. and other related organizations included in the consolidated financial statements of Harbor Homes, Inc.

14. Concentration of Risk:

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2018, the State of New Hampshire accounted for 60% and Medicaid accounted for 34% of total revenues.

15. Supplemental Disclosure of Cash Flow Information:

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

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

	<u>2018</u>	<u>2017</u>
Cash and Cash Equivalents	\$ 315,659	\$ 252,981
Restricted Cash	<u>29,752</u>	<u>38,482</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Statement of Cash Flows	<u>\$ 345,411</u>	<u>\$ 291,463</u>

16. Subsequent Events:

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2018 through December 20, 2018, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2018

	Crisis Call Center	Cynthia Day Family Center CMHIRT	Drug Court - Rockingham County	Harbor Homes Passthrough	High Intensity	Hillsborough County DOC	HUD Transitional Living	Incarceration - IOP
Advertising	\$ 64,349	\$ 1,151	\$ -	\$ -	\$ 704	\$ -	\$ 66	\$ -
Accounting fees	-	-	-	-	-	-	-	-
Client services	-	26,355	18,184	-	4,285	-	403	-
Client transportation	-	3,090	-	-	2,511	-	359	-
Contract services	154	5,440	-	438,873	3,327	-	310	-
Depreciation	1,615	100,410	-	-	59,992	-	5,276	-
Employee benefits	20,535	85,960	24,476	388	68,684	34,784	203	16,453
Food	27	45,957	797	-	35,491	-	5,024	-
Information technology	24	1,371	-	-	839	-	78	-
Insurance	414	10,136	389	287	6,419	11	593	-
Interest	1,405	80,459	-	-	49,202	-	4,589	-
Legal fees	16	1,294	-	-	853	-	94	-
Miscellaneous	1,294	3,389	7,573	-	1,499	759	206	-
Office supplies	1,772	9,991	3,967	-	6,651	3,745	747	671
Operating and maintenance	2,206	27,521	3,816	-	17,650	-	1,745	-
Operational supplies	31	14,036	302	-	10,499	-	1,444	-
Payroll taxes	21,223	49,472	20,898	169	38,734	12,369	340	11,022
Professional fees	84	4,805	-	-	2,938	-	274	-
Rent	4,152	-	33,600	-	-	-	-	-
Salaries and wages	269,846	621,968	273,220	2,159	536,109	159,705	3,638	139,805
Snow removal	79	4,517	-	-	2,762	-	258	-
Staff development	2,093	4,849	5,592	-	2,733	-	293	-
Staff travel	960	2,051	5,061	-	1,329	-	152	2,231
Telephone	2,002	6,085	3,687	-	3,721	26	347	132
Utilities	601	34,414	7,011	-	21,044	-	1,963	-
Vehicle expenses	-	3,834	-	-	3,325	-	-	-
Total program services expenses	\$ 394,882	\$ 1,148,555	\$ 408,573	\$ 441,876	\$ 881,301	\$ 211,399	\$ 28,402	\$ 170,314

(continued)

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<u>Incarceration -</u> <u>OP</u>	<u>Intensive</u> <u>Outpatient</u>	<u>Low</u> <u>Intensity</u>	<u>Open</u> <u>Doors</u>	<u>Outpatient</u>	<u>Recovery</u> <u>Support</u>	<u>Non</u> <u>DHHS</u>	<u>Total</u>	<u>General and</u> <u>Administrative</u>	<u>Fundraising</u>	<u>Total</u> <u>Expenses</u>
\$ -	\$ -	\$ 367	\$ -	\$ -	\$ -	\$ -	\$ 66,637	\$ 935	\$ -	\$ 67,572
-	-	-	-	-	-	-	-	12,432	-	12,432
-	175	1,410	337,501	140	-	3,326	391,779	50	-	391,829
-	-	1,067	7,600	-	9	-	14,636	-	-	14,636
-	-	1,736	-	-	-	102	449,942	26,407	336	476,685
-	-	33,127	-	-	-	-	200,420	33,017	-	233,437
3,583	15,989	23,200	26,468	30,231	15,176	1,300	367,430	71,622	4,962	444,014
-	-	15,297	-	-	-	-	102,593	487	-	103,080
-	-	438	53	-	-	-	2,803	10,223	274	13,300
258	121	3,301	1,320	303	257	53	23,862	1,249	-	25,111
-	-	25,673	-	-	-	-	161,328	8,179	-	169,507
-	-	418	-	-	-	-	2,675	249	-	2,924
-	457	1,030	2,100	1,219	9	-	19,535	1,046	-	20,581
-	2,092	3,262	2,476	2,171	-	-	37,545	953	-	38,498
-	63	8,786	-	63	-	-	61,850	2,987	-	64,837
-	-	4,599	467	-	-	-	31,378	143	-	31,521
1,784	8,487	14,626	13,765	21,870	5,303	1,816	221,878	40,421	5,540	267,839
-	-	1,533	-	-	-	-	9,634	625	-	10,259
-	17,242	-	18,747	16,352	-	-	90,093	4,942	-	95,035
22,371	114,836	176,524	159,192	278,963	66,853	10,878	2,836,067	475,817	71,102	3,382,986
-	-	1,441	-	-	-	-	9,057	363	-	9,420
-	1,045	1,354	350	1,046	-	-	19,355	3,520	-	22,875
-	227	641	3,014	227	-	134	16,027	1,296	45	17,368
-	-	1,942	803	-	-	160	18,905	753	-	19,658
-	-	10,981	-	-	-	-	76,014	2,761	-	78,775
-	-	1,784	-	-	8,806	-	17,749	-	-	17,749
<u>\$ 27,996</u>	<u>\$ 160,734</u>	<u>\$ 334,537</u>	<u>\$ 573,856</u>	<u>\$ 352,585</u>	<u>\$ 96,413</u>	<u>\$ 17,769</u>	<u>\$ 5,249,192</u>	<u>\$ 700,477</u>	<u>\$ 82,259</u>	<u>\$ 6,031,928</u>

See Independent Auditors' Report.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2017

	28 Day Residential <u>CMMIRT</u>	90 Day Residential <u>CMLIRT</u>	Crisis Call Center <u>Center</u>	Cynthia Day Family Center <u>CMHIRT</u>	Friendship House <u>House</u>	Harbor Homes <u>Passthrough</u>	Hillsborough County <u>DOC</u>	HUD Transitional <u>Living</u>	Incarceration - <u>IOP</u>	Incarceration - <u>OP</u>
Advertising	\$ -	\$ -	\$ 1,094	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting fees	-	-	-	-	-	-	-	-	-	-
Client services	3,077	2,462	-	24,922	-	-	-	211	-	-
Client transportation	886	300	-	1,401	-	-	-	86	-	-
Contract services	243	34,358	2	363	178,766	374,851	-	25	-	-
Depreciation	55,171	35,158	1,598	96,926	-	-	-	3,917	-	-
Employee benefits	60,020	20,453	19,287	65,641	-	-	1,717	-	33,961	2,970
Food	29,501	17,181	1	47,959	-	-	-	3,378	123	-
Information technology	2,064	2,002	73	4,261	-	-	-	9	-	-
Insurance	4,214	4,547	314	9,681	-	105	-	45	-	161
Interest	41,564	24,730	1,234	70,883	-	-	-	3,272	-	-
Legal fees	231	107	2	325	-	-	-	29	-	-
Miscellaneous	732	-	11	2,416	-	667	-	130	2,318	-
Office supplies	5,690	3,375	1,020	9,336	-	19	846	503	4,624	-
Operating and maintenance	18,957	12,150	539	33,234	-	-	-	1,361	-	-
Operational supplies	6,904	4,123	27	11,515	-	-	-	766	-	-
Payroll taxes	33,145	11,123	21,043	39,077	-	-	1,188	-	15,864	1,979
Professional fees	-	-	-	-	-	-	-	-	-	-
Rent	-	-	-	-	-	-	-	-	-	-
Salaries and wages	434,072	346,982	269,938	502,403	-	-	18,287	1,629	209,533	29,487
Snow removal	2,072	1,081	59	3,388	-	-	-	193	-	-
Staff development	1,504	738	1,591	2,224	-	-	-	230	935	-
Staff travel	1,040	690	349	1,836	-	-	-	72	2,914	-
Telephone	2,085	1,412	1,703	3,720	-	-	-	130	90	-
Utilities	19,672	12,945	603	34,737	-	-	-	1,302	-	-
Vehicle expenses	2,054	2,332	2	5,648	-	-	-	7	-	-
Total program services expenses	\$ 724,898	\$ 538,249	\$ 320,490	\$ 971,896	\$ 178,766	\$ 375,642	\$ 22,038	\$ 17,295	\$ 270,362	\$ 34,597

(continued)

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Infrastructure <u>Grant</u>	Intensive <u>Outpatient</u>	Open <u>Doors</u>	<u>Outpatient</u>	Project <u>Hope</u>	Recovery <u>Support</u>	Non <u>DHHS</u>	Total	General and <u>Administrative</u>	Fundraising	Total <u>Expenses</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	1,094	\$ 303	\$ -	\$ 1,397
-	-	-	-	-	-	-	-	11,309	-	11,309
125	-	101,841	119	5,266	-	1,041	139,064	207	-	139,271
-	-	4,649	-	-	-	47	7,369	-	-	7,369
15,510	149	-	-	20,680	-	2,170	627,117	31,237	-	658,354
-	-	-	-	-	-	-	192,770	27,332	-	220,102
13,090	17,310	1,526	17,729	1,609	22,095	17,472	294,880	64,120	3,923	362,923
-	-	-	-	-	-	359	98,502	4	-	98,506
5,426	-	-	-	-	-	-	13,835	70,352	-	84,187
-	75	-	189	81	160	262	19,834	1,039	-	20,873
-	-	-	-	-	-	-	141,683	15,239	-	156,922
-	-	-	-	-	-	2,555	3,249	1,832	-	5,081
21,630	69	4,682	293	-	5	-	32,953	1,024	1,266	35,243
222	1,836	1,210	1,205	375	-	2,998	33,259	2,382	-	35,641
-	89	-	161	-	-	1,560	68,051	6,126	-	74,177
-	233	-	233	-	-	291	24,092	125	-	24,217
7,567	9,143	6,502	14,765	4,976	8,260	16,614	191,246	9,124	6,127	206,497
-	-	-	-	-	-	-	-	1,771	350	2,121
93,750	10,053	6,304	14,243	-	-	61,513	185,863	201	-	186,064
118,713	113,943	93,080	184,046	63,192	105,163	22,902	2,513,370	379,588	100,290	2,993,248
-	-	-	-	-	-	-	6,793	272	-	7,065
28,002	718	-	1,058	40	-	6,939	43,979	696	13	44,688
578	-	1,186	-	333	16	4,471	13,485	1,955	73	15,513
-	-	238	-	426	742	3,473	14,019	4,341	-	18,360
-	-	158	-	-	-	6,481	75,898	2,898	-	78,796
-	-	-	-	-	15,164	-	25,207	10	-	25,217
<u>\$ 304,613</u>	<u>\$ 153,618</u>	<u>221,376</u>	<u>234,041</u>	<u>96,978</u>	<u>151,605</u>	<u>151,148</u>	<u>4,767,612</u>	<u>\$ 633,487</u>	<u>\$ 112,042</u>	<u>\$ 5,513,141</u>

See Independent Auditors' Report.

CURRENT BOARD OF DIRECTORS LIST (12/1/18)

Officers

Dan Sallet, Chair
Trent Smith, Vice-Chair
David Aponovich, Treasurer
Jared Freilich, Asst. Treasurer
Joel Jaffe, Secretary
Laurie Goguen, Asst. Secretary

Directors

Thomas I. Arnold, III
Jack Balcom
Vijay Bhatt
Vince Chamberlain
Laurie DesRochers
Phil Duhaime
Lynn King
Ed McDonough
Rick Plante

PETER J. KELLEHER, CCSW, LICSW

45 High Street

Nashua, NH 03060

Telephone:

Fax:

E-mail:

PROFESSIONAL EXPERIENCE

- 2006-Present** President & CEO, Southern NH HIV Task Force
- 2002-Present** President & CEO, GNCA, Inc. Nashua, NH
- 1997-Present** President & CEO, Healthy At Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
- 1995-Present** President & CEO, Welcoming Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor Homes, Inc., Nashua, NH
- Currently employed as chief executive officer of six nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 50 programs comprising a \$16,000,000 operating budget; proposal development resulting in more than \$9,000,000 in grants annually; oversight of 330 management and direct care professionals.
- 2003-2006** **Consultant**
Providing consultation and technical assistance throughout the State to aid service and mental health organizations
- 1980 - 1982** **Real Estate Broker, LeVaux Realty, Cambridge, MA**
Successful sales and property management specialist.
- 1979 - 1980** **Clinical Coordinator, Task Oriented Communities, Waltham, MA**
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/ mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** **Faculty, Middlesex Community College, Bedford, MA**
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** **Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** **Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** **Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

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

LICENSES AND CERTIFICATIONS

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

PLACEMENTS

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

FIELD SUPERVISION

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

AWARDS

- High School Valedictorian Award
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007
- The Walter J. Dunfey Corporate Fund Award for Excellence in Non Profit Management 2009
- Business Excellence Award 2010

MEMBERSHIPS

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
Former Chair, Greater Nashua Continuum of Care
National Association of Social Workers
Board Member, Greater Nashua Housing & Development Foundation, Inc.
Board Member, New Futures, Concord, NH
Former Member, Rotary Club, Nashua, NH

MARY BETH LAVALLEY, M.A.

PROFESSIONAL EXPERIENCE

KEYSTONE HALL/GREATER NASHUA COUNCIL ON ALCOHOLISM

9/16 - present

Acting Vice President, 9/29/2017

Vice President, 5/3/2018

Compliance/Quality Assurance Director

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

EASTER SEALS NH/FARNUM CENTER

Vice President, Substance Abuse Services

7/15 – 9/16

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

Exemplary Accomplishments:

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

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH

12/03 – 7/15

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

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

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

MARY BETH LAVALLEY, M.A.

2

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

Exemplary Accomplishments:

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

PRIVATE CONSULTANT

summer / fall 2001; summer 2003

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

LORETTO, Syracuse, NY

10/01 – 08/03

Director of Grant and Research Development

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

Exemplary Accomplishments:

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

SYRACUSE ONONDAGA DRUG & ALCOHOL ABUSE COMMISSION, Syracuse, NY

11/99 – 08/01

MARY BETH LAVALLEY, M.A.

3

Executive Director

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

Exemplary Accomplishments:

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

SCOTTSDALE UNIFIED SCHOOL DISTRICT, Scottsdale, AZ

11/97 – 06/99

Prevention Specialist

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

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

Exemplary Accomplishments:

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

WILSON ELEMENTARY SCHOOL DISTRICT, Phoenix, AZ

12/96 – 10/97

Prevention Education Coordinator

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

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

Exemplary Accomplishments:

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

RAPPAHANNOCK AREA COMMUNITY SERVICES BOARD, Fredericksburg, VA

11/88 – 10/96

Director of Prevention/Public Information

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

Exemplary Accomplishments:

MARY BETH LAVALLEY, M.A.

4

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

EDUCATION

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

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

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

COMMUNITY/VOLUNTEER ACTIVITIES

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

ALEXANDRA H. HAMEL, MA MLADC



**Director of Residential Services
Milieu Supervisor**

**2012-present
2004-2012**

Keystone Hall, Nashua, NH

- Oversee the daily operations of residential milieu
- Supervision of residential staff
- Maintain oversight of admissions, (past scheduling coordinator)
- Maintain effective communication with hospitals and government agencies
- Case manager as needed.
- Prepare monthly reports, maintaining state compliance with federal, state
And local regulations
- Screen, train and hire new staff
- Emergency On call

**Interim Mentoring Coordinator
Intern**

**2002
2001-2002**

Teen Resource Exchange, Derry NH

- Worked primarily with high school students with identified substance abuse problems, group work, prevention and outreach;
- Handled telephone screenings and initial assessments;
- Collaborated with Strengthening Families Program in community outreach

**Substitute Teacher
Special Education Paraprofessional
Weare Middle School, Weare, NH**

**1998-2003
1999-2000**

- Substitute teacher and academic paraprofessional for grades 5-8.

**Special Education Secretary
Special Education Aide
John Stark Regional High School, Weare, NH**

1984-1996

- Maintained special education records in compliance with state standards.
- Assistant to Special Education Director
- Scheduled appointments, typed educational and psychological evaluations
- Provide academic support for students with identified learning disabilities

EDUCATION

Antioch University, Keene, NH 2008
Masters of Arts: Counseling Psychology-concentration in addiction studies

New Hampshire Technical Institute, Concord, NH 2003
Associate of Science Addictions Counseling

St. Petersburg Junior College, St. Petersburg, FL 1974
Associate of Arts: General Studies towards degree in Education

Charlotte E. Trenholm, MSW, LICSW

Professional Experience

KEYSTONE HALL, GREATER NASHUA COUNCIL ON ALCOHOLISM

NASHUA, NH
2015 – PRESENT

Director of Intake Services

Senior management position coordinating all aspects of the client intake process, establishing and maintaining positive relationships with client, referral sources, responding to client requests and concerns, and managing the insurance verification and authorization processes.

- Establishing and maintaining excellent relationships throughout the state and communities the Agency serves.
- Maintains comprehensive working knowledge of Agency contractual relationships and ensures that patients are admitted according to contract provisions.
- Coordinates all daily client referral and Intake operations.
- Assists with the implementation of improved work methods and procedures to ensure patients are admitted in accordance with policy.
- Ensures maximum third party reimbursement through participation in insurance verification and authorization processes.
- Provides feedback during strategic planning including identifying opportunities for additional or improved services to meet client needs.
- Maintains comprehensive working knowledge of community resources and assists referral sources in accessing community resources should services not be provided by Agency.
- Maintain compliance with all licensure, certification and other standards.
- Supervise staff working in the Intake department. Perform staff job performance evaluations.
- Determine client eligibility for residential level of care based on ASAM criteria.
- Conduct client admission Intakes, completing assessments and Ensures compliance with all state, federal, and referral/intake regulatory requirements for admission.

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER

MANCHESTER, NH
2015

Clinical Case Manager, Family Intensive Treatment Team

Clinical Case Manager within the Child & Adolescent Services Department at the largest provider of behavioral health services in New Hampshire, The Mental Health Center of Greater Manchester. Providing intensive level of care counseling to a caseload of 20 -25 clients ranging in age from 5- 19 years old.

- Provided community and home-based clinical services to clients, conducting individual and family therapy sessions.
- Linkage to and consultation with community resources on the behalf of clients and their families.
- Worked collaboratively with families, school officials, NH Department of Health and Human Service workers and various community agency representatives as appropriate for coordination of care.
- Attendance and advocacy for children and families at school meetings and treatment team meetings with collaterals when clinically appropriate for the client and family.
- Responsible for on time completion of Medicaid approved Individual service plans, care plans, and quarterly reports. Completed annual assessments, CAFAS and Medicaid / Private insurance eligibility reports.
- Attend weekly clinical supervision, weekly team meetings with department psychiatrist and monthly staff meetings.

WEBSTER HOUSE

MANCHESTER, NH

Assistant Director / Treatment Coordinator

2011-2015

Assistant Director and Treatment Coordinator of a private, non-profit residential program for youth between 8 and 18 who are unable to live at home for various reasons. The program's focus is on development of physical, social, personal, and family growth.

- Responsible for overseeing all program, resident and staff needs, in the absence of the Executive Director to ensure compliance of state mandated regulations and program policies.
- Review referrals, interviewed potential residents and oversee the intake process of new residents upon acceptance into the program.
- Conducted psychosocial assessment for new residents, develop Medicaid approved treatment plans, facilitate treatment team meetings and complete discharge summaries and exit treatment plans for residents in accordance of state regulations.
- Provided individual and group therapy to adolescents with emotional and behavioral issues as well as facilitated family counseling sessions.
- Demonstrated an ability to interpret behavioral/emotional responses in order to resolve a crisis with a resident
- Maintained case files and compiled annual statistical data of residents
- Supervised 2 social workers and 4 to 5 child care workers daily, encouraged effective teamwork among them.
- Responsible for reviewing, editing and signing off on monthly progress reports and court reports of Social Workers to ensure excellence in communication and meeting of program and DHHS standards
- Co-facilitate bi-monthly staff meetings, attend monthly peer supervision and weekly clinical supervision
- Attended monthly peer supervision meetings with the DHHS Program Specialist and residential treatment coordinators throughout the state. Actively participated on the subcommittee organized by the Program Specialist to develop the current New Hampshire, Medicaid approved, regulations and guidelines for child and adolescent residential programs.

CHILD AND FAMILY SERVICES INC.

MANCHESTER, NH

Clinical Supervisor, Integrated Home Based Program (IHB)

2010-2011

Provide clinical supervision and administrative support to per diem IHB family therapists.

- Provide therapists with scheduled and emergency clinical consultation to counsel and teach, offer support, feedback and help workers obtain advanced clinical skills necessary to meet ethical and professional standards
- Responsible for reviewing, editing and signing off on assessments, care plans and monthly summaries of family therapist to ensure excellence in communication and meeting of agency and DHHS standards
- Responsible for verifying and approving per diem payroll sheets through review of collaborating documents and submitting forms to accounting for payment
- Assist in the orientation of new employees with regard to record compliance and paperwork

Family Therapist, Integrated Home Based Program (IHB)

2004-2011

Provide court ordered, team approach direct services to children and families within their home and the community following referral from the DJJS Juvenile Probation and Parole Officer or DCYF Child Protective Service Worker of the identified client.

- Conduct family bio-psychosocial intake assessments, treatment planning, family therapy sessions, case management and after care planning
- Work collaboratively with families, school officials, Juvenile Probation and Parole Officers and Child Protection Service Workers
- Attendance and advocacy for children and families at school meetings, court hearings and treatment team meetings with collaterals
- Responsible for on time completion of written assessments, care plans, monthly summaries, and court reports. Maintain organized, precisely documented case files
- Collaborate with caseworkers to coordinate service provision to families
- Attend weekly clinical supervision, regular staff meetings and monthly peer supervision
- Facilitated a weekly skills development group for adolescent girls

ARBOUR COUNSELING SERVICES

LAWRENCE, MA

Per Diem Staff Therapist

2004-2005

Outpatient clinician at a community mental health office, carrying a caseload of 5-8 clients ranging in age from 12 - 55 years old.

- Perform diagnostic evaluations of client functioning in conducting initial clinical assessments
- Formulate individual client treatment plans
- Provide individual, group, family, and other clinical and diagnostic interventions to clients with differing DSM-IV diagnoses

Therapist - Advanced Clinical Internship

2003-2004

Internship at an outpatient mental health office, carrying a caseload of 8-12 clients ranging in age from 12 - 55 years old.

- Perform diagnostic evaluations of client functioning in conducting initial clinical assessments
- Formulate individual client treatment plans
- Provide individual, group, family, and other clinical and diagnostic interventions to clients with differing DSM-IV diagnoses

CENTER FOR EATING DISORDER MANAGEMENT

BEDFORD, NH

Group facilitator - Clinical Internship

2002-2003

Internship at a multidisciplinary treatment center for individuals with Eating Disorders.

- Developed and facilitated a weekly Eating Disorder support group for inmates at the NH State Prison for Women
- Conducted new client bio-psychosocial intake assessments
- Co-facilitated a weekly community support group for people with Eating Disorders, their families & friends

HAMPSTEAD HOSPITAL

HAMPSTEAD, NH

Mental Health Counselor

1999-2003

Full time counselor on a 20 bed, secure psychiatric unit offering services to youth ranging in age from 6 years old to 14 years old.

- Milieu management
- Collaborated with a multidisciplinary team to provide case management and treatment planning for inpatient and partial day patient clients.
- Documented daily progress notes on patients
- Facilitated therapeutic groups emphasizing behavior modification, as well as violence prevention
- Assisted patients in enhancing their social skills and self esteem
- Educated and reinforced effective coping skills

CHILD AND FAMILY LEARNING CENTER

JACKSONVILLE, NC

Case manager

1999

Casework with children with physical and/or learning disabilities. Clients were primarily children with autism.

Responsibilities included providing services outlined in service agreement, attending staff meetings and training.

Submitted daily progress notes, maintained communication with clinical director and case manager.

- Utilized materials and activities to assist in achieving outcomes outlined in service plan
- Assisted clients and family in daily routine to enhance capabilities and development
- Engaged in role playing and redirection to improve social and verbal skills

COURT APPOINTED SPECIAL ADVOCATES OF NH, INC.

MANCHESTER, NH

Guardian ad Litem

1985-1997

Court appointed volunteer to serve as Guardian ad Litem for neglected and abused children in the State of New Hampshire. Responsibilities included client advocacy, case management, court documentation, and liaison between court and family.

- Developed trusting relationship with children to best determine their current needs
- Maintained accurate and thorough documentation for the court and state
- Established communication between court, family, attorneys, state, and CASA
- Participated in media activities to enhance public awareness and volunteerism

Education

UNIVERSITY OF NEW HAMPSHIRE

MANCHESTER, NH

Masters in Social Work

Bachelor of Arts Degree in Psychology

NEW HAMPSHIRE TECHNICAL INSTITUTE

CONCORD, NH

Associate of Science Degree in Accounting

Regularly participate in continuing education seminars focusing on issues effecting youth and the mental health community

Professional Associations

National Association of Social Workers - member since 2003

NH Disaster Behavioral Health Response Team (DBHRT) - team member since 2006

Jaime Nicole Gormley

Education

Master of Arts in Social Work

2008 University of New Hampshire Manchester, NH

- 3.66 Cumulative GPA

Bachelor of Arts in Psychology w/ minor in Elementary Education

2003 Western New England College Springfield, MA

- 3.65 Cumulative GPA, Deans List all semesters
- Phi Chi National Honor Society and Mortar Board National Honor Society

Professional Licenses

Licensed Independent Clinical Social Worker – November 22, 2010

Master Licensed Alcohol and Drug Counselor – January 14, 2010

Social Work Experience

Director of Residential Services – Keystone Hall

Nashua, NH – October 2017- present

- Manages the total operation of Residential programs
- Supervise 30 Support Staff and 6 clinical staff members
- Provide supervision to all employees on a weekly basis
- Ensure appropriate maintenance of residential areas, adhering to building routines and health/safety standards.
- Provide written evaluation of staff according to agency policies and procedures.
- Develop and approve job descriptions for all parties within the residential division.
- Identifies recruitment needs and establishes position requirements per regulatory requirements
- Maintain compliance with all licensure, certification and other standards.
- Screen, train, and supervise existing and new staff to develop and build an effective organization

Outpatient Coordinator- Keystone Hall

Nashua, NH – November 2016-October 2017

- Perform individual and co-occurring counseling to individuals
- Complete LADC evaluations and Adult Intake Assessments
- Provide clinical supervision to outpatient staff and LADC eligible staff
- Verify insurances and review billing to insurance companies and BDAS
- Oversee programmatic policies and procedures
- Comply with CARF requirements with chart audits and safety evacuations
- Oversee and complete SBIRT procedures for Safe Station clients
- Supervise grant funded Open Doors program and meet with clients individually for counseling
- Participate in forums to educate and advocate for Substance Use Disorder Funding

- **Conducted home visits on children in the states care to support foster families**
- **Supervised visits between in care children and biological parents**

Patricia A. Robitaille, CPA

TEL:

PROFILE

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

PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

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

1993 – 1997 *Accounting/Office Manager* Hammar Hardware Company, Nashua, NH

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

EDUCATION

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

OTHER ACHIEVEMENTS

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

SOFTWARE EXPERIENCE

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

Greater Nashua Council on Alcoholism

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Mary Beth LaValley	VP of Operations	\$125,000	0%	\$0
Alexandra Hamel	Director of Programs	\$73,500	0%	\$0
Charlotte Trenholm	Director of Intake Services	\$75,000	0%	\$0
Jaime Gormley	Director of Residential Services	\$77,250	0%	\$0
Peter Kelleher	President and CEO	\$338,146	0%	\$0
Patricia Robitaille	Chief Financial Officer	\$150,000	0%	\$0

12 208



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

Jeffrey A. Meyers
 Commissioner

Christine M. Tappan
 Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9474 1-800-852-8345 Ext. 9474
 FAX: 603-271-4687 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to exercise a retroactive renewal option to the sole source agreement with Greater Nashua Council on Alcoholism, Vendor #166574-B001, 615 Amherst St. Nashua, NH 03063, for the provision of substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders, have income at or below the 185% Federal Poverty Level, and are homeless, or at risk of becoming homeless, by increasing the price limitation by \$500,000 from \$1,000,000 to \$1,500,000 and by extending the contract completion date from June 30, 2018 to June 30, 2019, effective retroactive to June 30, 2018, upon Governor and Executive Council approval. 100% Federal Funds

This agreement was originally approved by the Governor and Executive Council on September 7, 2016 (Item #9) and amended on April 19, 2017 (Item #5A) and again on June 21, 2017 (Item #20A).

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

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

SFY	Class	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	502-500891	Payments to Providers	45057500	\$500,000	\$0	\$500,000
2018	502-500891	Payments to Providers	45057500	\$500,000	\$0	\$500,000
2019	502-500891	Payments to Providers	45057500	\$0	\$500,000	\$500,000
			Total:	\$1,000,000	\$500,000	\$1,000,000

EXPLANATION

This request is **retroactive** to June 30, 2018 because the amendment is being submitted after the release of an audit report to allow for the Executive Council to review the audit report prior to renewing the Agreement, and to add contract monitoring language to address the audit findings. The original agreement is **sole source** because the Contractor has been identified as having the ability and capacity to provide substance use treatment services to pregnant and parenting women while allowing their child(ren) to remain in the mother's care.

The purpose for this request is to allow the Contractor to continue providing substance use disorder treatment services, residential and/or supportive housing, and wraparound services to pregnant and/or parenting women who are experiencing substance use disorders and have income at or below 185% of the Federal Poverty Level, and are homeless, or at risk of becoming homeless. The Department has substantial data that indicates a growing need for residential and/or supportive housing services for pregnant and/or parenting women who have substance use disorders and who are currently homeless or at risk of becoming homeless. Women with substance use disorders who have a child may need low or high intensity residential treatment.

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

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

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

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

- Therapeutic play
- Mindfulness, Spirituality and Life Coaching services

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

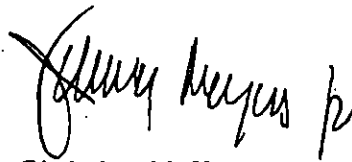
Should the Governor and Executive Council not approve this request, pregnant and/or parenting mothers may not receive the substance use disorder treatment services they need, and they may not be able to locate housing for themselves and their children.

Area Served: Greater Manchester area.

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

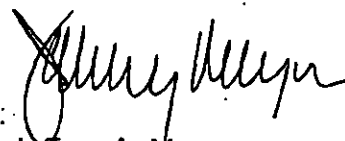
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Christine M. Tappan
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



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

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

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

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

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

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

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,500,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Add Exhibit A, Scope of Services, Section 2, Subsection 2.11, Paragraph 2.11.4, to read:

2.11.4 Ensure, if the performance of services involves the collection, transmission, storage or disclosure of substance use disorder (SUD) records, information, or data created by a 42 CFR Part 2 provider, that safeguards, including consent



**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**

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

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

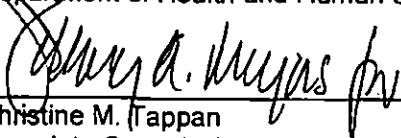


**New Hampshire Department of Health and Human Services
 OPEN DOORS ~ Homelessness Prevention
 and Supports for Low Income Pregnant and Parenting Women
 with Substance Use Disorders**

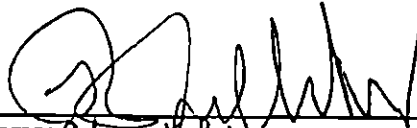
This amendment shall be effective upon the date of Governor and Executive Council approval.

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

6/29/18
 Date

State of New Hampshire
 Department of Health and Human Services

 Christine M. Fappan
 Associate Commissioner


6/28/2018
 Date

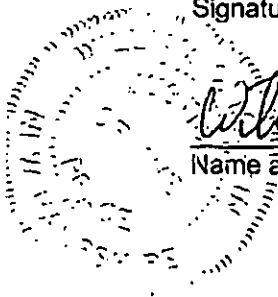
Greater Nashua Council on Alcoholism

 Name: Peter Keller
 Title: President & CEO

Acknowledgement:
 State of New Hampshire, County of Hillsborough on 6/28/2018, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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


 Name and Title of Notary or Justice of the Peace



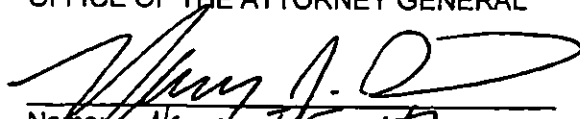


**New Hampshire Department of Health and Human Services
 OPEN DOORS – Homelessness Prevention
 and Supports for Low Income Pregnant and Parenting Women
 with Substance Use Disorders**

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

OFFICE OF THE ATTORNEY GENERAL

6/29/2019
 Date


 Name: Nancy J. Smith
 Title: Si. Assist. Atty. General

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

OFFICE OF THE SECRETARY OF STATE

 Date

 Name:
 Title:

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

New Hampshire Department of Health and Human Services

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

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

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

Indirect As A % of Direct

10%



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

2. Revisions to Standard Exhibits

2.1. Delete Exhibit C, Special Provisions, Section 9, Audit, and replace with:

9. Audit

9.1 **Audit:** The Contractor shall submit an annual audit to the Department within nine months after the close of the contractor's fiscal year. The audit shall be conducted in accordance with the single audit requirements found in 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, when all of the following criteria apply:

MW
Date 6/20/18

New Hampshire Department of Health and Human Services
Exhibit C-1



- 9.1.1 Department determines the contractor is a subrecipient pursuant to 2 CFR 200.300;
- 9.1.2 Contractor is a non-federal entity pursuant to 2 CFR §200.69, which is defined as a state, local government, Indian tribe, or institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient; and
- 9.1.3 Contractor expends \$750,000 or more of federal funds during the contractor's fiscal year.
- 9.2 Audit Exemption: The Contractor shall be exempt from the audit requirements of Section 9.1 if, during a single fiscal year, the contractor is not determined to be a subrecipient pursuant to 2 CFR 200.300 and cumulatively receives less than \$100,000 of total funds, regardless of source of funds, from the Department through this contract and other contracts.
- 9.3 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.
- 9.4 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.

The Department has determined that the Contractor is a subrecipient for the purposes of this contract. The Department reserves the right to withhold payment if the agency does not submit a completed A-133 audit within nine (9) months of the close of the Contractor's 2017 fiscal year.

3. Renewal

- 3.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

[Handwritten Signature]
6/28/16

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements




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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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


6/28/16

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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6/29/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

MJ
6/28/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



Jeffrey A. Meyers
Commissioner

Terry R. Smith
Director

20A mac

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

129 PLEASANT STREET, CONCORD, NH 03301-3867
603-271-9474 1-800-852-3345 Ext. 9474
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 6, 2017

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

REQUESTED ACTION

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

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

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

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

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

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

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

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

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

Area Served: Statewide

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



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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services



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

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

State of New Hampshire
Department of Health and Human Services

6/7/17
Date

[Signature]
Terry Smith
Director

Contractor Name: Greater Nashua Council on Alcoholism

5/31/17
Date

[Signature]
Name: Peter Kelleher
Title: President and CEO

Acknowledgement:

State of New Hampshire, County of Hillsborough on 5/31/17 me, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

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

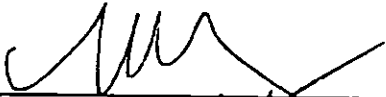
New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 6/8/17


Name: W. A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

5A mac



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

Jeffrey A. Meyers
Commissioner

Terry R. Smith
Director

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

February 23, 2017

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

REQUESTED ACTION

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

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

Funds to support this request are available in the following account for State Fiscal Year 2017.
05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE
TO NEEDY FAMILIES

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

EXPLANATION

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

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

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

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

Area Served: Statewide

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

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

Respectfully submitted,



Terry R. Smith
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

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

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

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

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

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

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

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



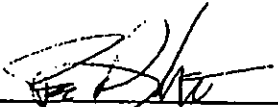
New Hampshire Department of Health and Human Services

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

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

State of New Hampshire
Department of Health and Human Services

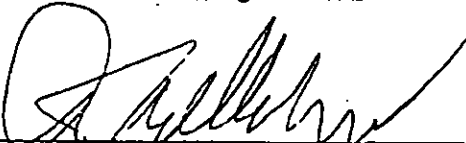
MARCH 9, 2017
Date



Terry Smith
Director

Contractor Name: Greater Nashua Council on Alcoholism

2/22/17
Date

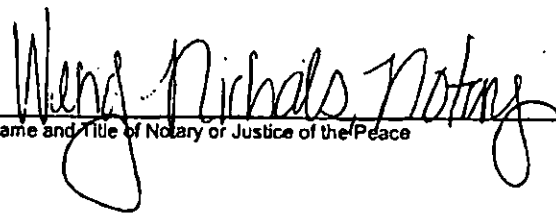


Name: Peter Kelloher
Title: President & CEO

Acknowledgement:

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

Signature of Notary Public or Justice of the Peace



Name and Title of Notary or Justice of the Peace



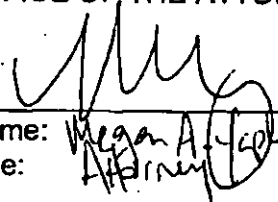
New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

4/3/17
Date


Name: Megan A. Cole
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Jeffrey A. Meyers
Commissioner

Terry R. Smith
Director

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

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

9 mac

August 5, 2016

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

Area Served: Statewide

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

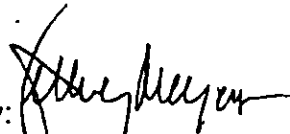
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith
Director

Approved by:



Jeffrey A. Meyers
Commissioner

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

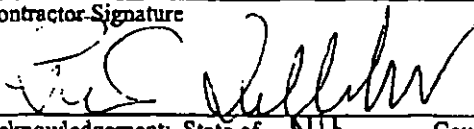
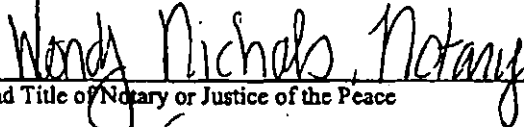


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

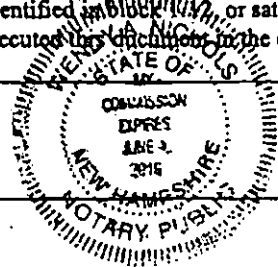
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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


7. PERSONNEL.

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

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

Contractor Initials

Date


7/29/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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

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



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

2. Scope of Services

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

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Date 7/29/16

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



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

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



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

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7/29/16

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



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

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



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

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



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

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

3. Reporting

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

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



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

4. Benchmarks

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

5. Deliverables

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



Exhibit B

Method and Conditions Precedent to Payment

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

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Exhibit B-1, Budget

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

Bidder/Program Name: Greater Nashua Council on Alcoholism

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

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

Line Item	2016	2017	2018	2019	2020	2021	2022	2023	2024	
1. Total Salary/Wages	172,760	17,276	180,036	-	-	-	-	172,760	17,276	180,036
2. Employee Benefits	43,180	4,319	47,509	-	-	-	-	43,180	4,319	47,509
3. Consultants	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
Rental	1,500	150	1,650	-	-	-	-	1,500	150	1,650
Repair and Maintenance	1,200	120	1,320	-	-	-	-	1,200	120	1,320
Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-	-
Educational	899	90	989	-	-	-	-	899	90	989
Lab	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-
Office	7,200	720	7,920	-	-	-	-	7,200	720	7,920
6. Travel	10,078	1,008	11,086	-	-	-	-	10,078	1,008	11,086
7. Occupancy	103,320	10,332	113,652	-	-	-	-	103,320	10,332	113,652
8. Current Expenses	-	-	-	-	-	-	-	-	-	-
Telephone	6,000	600	6,600	-	-	-	-	6,000	600	6,600
Postage	1,200	120	1,320	-	-	-	-	1,200	120	1,320
Subscriptions	-	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-	-
Insurance	3,600	360	3,960	-	-	-	-	3,600	360	3,960
Board Expense	-	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	3,600	360	3,960	-	-	-	-	3,600	360	3,960
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-	-
Client Assistance	38,000	3,600	39,600	-	-	-	-	38,000	3,600	39,600
Child Care Cost	52,000	5,200	57,200	-	-	-	-	52,000	5,200	57,200
Client Transportation	12,000	1,200	13,200	-	-	-	-	12,000	1,200	13,200
TOTAL	454,843	43,455	498,000	-	-	-	-	454,843	43,455	498,000
Indirect As A Percent of Direct		10%								

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



SPECIAL PROVISIONS

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

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



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

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

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

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New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

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

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

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

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

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

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

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

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

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

19.3. Monitor the subcontractor's performance on an ongoing basis

PK
7/29/16



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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1/24/16



REVISIONS TO GENERAL PROVISIONS

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

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1/29/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Keller
Title: President and CEO

7/29/16
Date

Contractor Initials PK
Date 7/29/16



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Greater Nashua Council on Alcoholism*

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

7/29/16
Date

Contractor Initials *PK*
Date 7/29/16



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

7/29/16
Date

Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Kelleher
Title: President and CEO

Contractor Initials PK
Date 7/29/16



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

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

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

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

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

Exhibit G

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

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

7/29/16
Date

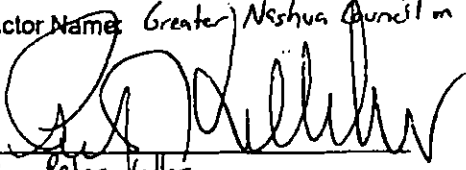
Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Keller
Title: President and CEO

Exhibit G

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

Contractor Initials PK

Date 7/29/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *Greater Nashua Council on Alcoholism*

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

7/29/16
Date

Contractor Initials *PK*
Date 7/29/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I

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

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

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

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1/29/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

Date

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1/29/16



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.

3/2014

Contractor Initials *pb*

Date *1/29/16*



Exhibit I

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

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

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Greater Nashua Council on Alcoholism
Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

PC
7/29/16



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

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

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

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

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

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

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

Contractor Name: *Greater Nashua Council on Alcoholism*

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

7/29/16
Date



FORM A

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

1. The DUNS number for your entity is: 60-201-8707
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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