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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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November 22, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to amend **sole source** contracts by exercising a renewal option with the vendors listed below, for the continuation of Regional Access Point Services to assist individuals with substance use disorders to obtain the help they need, by extending the completion date from December 31, 2017 to March 31, 2018, effective upon Governor and Executive Council approval. There is no change to the price limitation.

The original contracts were approved by Governor and Executive Council as follows: Southwestern Community Services, Inc. on March 9, 2016 (Item #22), National Council on Alcoholism and Drug Dependence/Greater Manchester on April 6, 2016 (Item #9), and Granite Pathways on July 13, 2016 (Item #6C). On June 21, 2017 (Item #41) Governor and Executive Council approved amendments for all three contracts.

Summary of Contract Vendors:

Vendor	Current Budgeted Amount	Increase (Decrease) Amount	Revised Budget Amount
Granite Pathways	\$1,606,700	\$0	\$1,606,700
National Council on Alcoholism and Drug Dependence/Greater Manchester	\$329,945	\$0	\$329,945
Southwestern Community Services, Inc.	\$261,500	\$0	\$261,500
Grand Total	\$2,198,145	\$0	\$2,198,145

Funds are available in State Fiscal Year 2018. Please see attached financial detail.

EXPLANATION

These three (3) Amendments are **sole source** to allow the Contractors to continue to provide Regional Access Point Services to any individual living, working, or otherwise seeking services in New Hampshire. These were pilot programs that began in 2016 and our experience with these pilots has pointed out the need to evaluate if this model is the most efficient and fiscally responsible for the delivery of regional access services. Extending the contracts will help to keep services available to clients for a period of time while the Department evaluates these programs and considers alternative models. Also, one amendment with Granite Pathways reduces the service area to Central New Hampshire, Carroll County, Greater Sullivan, and South Central. These services areas are those public

health regions where there is not a contracted treatment or other regional access point services provider who may be able to assist clients with accessing services. The Agreements are being extended without additional funding because current spending usage shows that the Contractors will have enough funding for the additional three months.

The original contracts were **sole source** because it was necessary to implement these services as quickly as possible. These Vendors were chosen based on their capacity to implement Regional Access Point Services statewide in a highly efficient manner. As of September 2017, 3,205 individuals have accessed these services and been assisted in identifying and entering clinically appropriate substance use disorders treatment and recovery support services. Feedback from clients indicates that the Regional Access Point Services made the process significantly easier for them and that the support provided to them during the process was invaluable.

Regional Access Point Services include screening clients for substance use disorders, completing evaluations to recommend a level of treatment or recovery support services, referring clients to providers for treatment services or recovery support services, and enrolling clients with third party payers, case management, and crisis support.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval. The Department is exercising three (3) months of the eighteen months (18) months remaining on the two year renewal.

Should the Governor and Executive Council not approve this request, Regional Access Point Services would not be available to individuals. The inability to access these services will negatively impact an individual's ability to achieve and/or maintain recovery from substance use disorders.

Areas served: Carroll County, Central New Hampshire, Greater Sullivan County, South Central, Monadnock and Greater Manchester Public Health Regions.

Source of Funds: 16% General Funds; 64% Federal Funds (CFDA #93.959 FAIN T1010035 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG) and 20% Other Funds from Governor Commission Funds (Liquor Commission).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS 100% Other Funds

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001 PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$32,500	\$0	\$32,500
2017	102-500734	Contracts for Prog Svc	\$130,000	\$0	\$130,000
Sub-total			\$162,500	\$0	\$162,500

Southwestern Community Services, Inc V#177511-P001 PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$52,100	\$0	\$52,100
2017	102-500734	Contracts for Prog Svc	\$125,000	\$0	\$125,000
Sub-total			\$177,100	\$0	\$177,100
Total Gov. Comm			<u>\$339,600</u>	<u>\$0</u>	<u>\$339,600</u>

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES 80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959

Granite Pathways, c/o Fedcap V# 228900-B001 PO #1053366

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2017	102-500734	Contracts for Prog Svc	\$1,200,000	\$0	\$1,200,000
Sub-total			\$1,200,000	\$0	\$1,200,000

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001 PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$7,095	\$0	\$7,095
2017	102-500734	Contracts for Prog Svc	\$28,350	\$0	\$28,350
Sub-total			\$35,445	\$0	\$35,445

Southwestern Community Services, Inc V#177511-P001 PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,100	\$0	\$10,100
2017	102-500734	Contracts for Prog Svc	\$24,300	\$0	\$24,300
Sub-total			\$34,400	\$0	\$34,400
Total Clinical Svcs			<u>\$1,269,845</u>	<u>\$0</u>	<u>\$1,269,845</u>

Attachment A
Financial Details

05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC,
BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS 100% Other Funds

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$66,980	\$0	\$66,980
Sub-total			\$66,980	\$0	\$66,980

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$24,770	\$0	\$24,770
Sub-total			\$24,770	\$0	\$24,770
Total Gov. Comm			\$91,750	\$0	\$91,750

05-95-92-920510-3384 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC,
BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES 80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959

Granite Pathways, c/o Fedcap V# 228900-B001

PO #1053366

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$406,700	\$0	\$406,700
Sub-total			\$406,700	\$0	\$406,700

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$65,020	\$0	\$65,020
Sub-total			\$65,020	\$0	\$65,020

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$25,230	\$0	\$25,230
Sub-total			\$25,230	\$0	\$25,230
Total Clinical Svcs			\$496,950	\$0	\$496,950
Total Contract			\$2,198,145	\$0	\$2,198,145

Grand Total by Vendor

PO	Vendors	Vendor #	Current Price Limitation	Increase/Decrease	New Price Limitation
PO #1053366	Granite Pathways	228900-B001	\$1,606,700	\$0	\$1,606,700
PO #1050218	National Council on Alcoholism & Drug Dependence	177265-R001	\$329,945	\$0	\$329,945
PO #1049473	Southwestern Community Svcs	177511-P001	\$261,500	\$0	\$261,500
	Total		\$2,198,145	\$0	\$2,198,145



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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Denis Goulet
Commissioner

December 7, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend three (3) **sole source** contracts with the vendors listed in the table below and referenced as DoIT No. 2017-095B.

Vendors
Granite Pathways
National Council on Alcoholism and Drug Dependence / Greater Manchester
Southwestern Community Services, Inc.

The purpose of these amendments is to allow the vendors to continue to provide substance use disorder information, screening, evaluation and referral services to any individual living, working or otherwise seeking services in New Hampshire by extending the completion date from December 31, 2017 to March 31, 2018.

There is no funding increase associated with this amendment, and shall become effective upon Governor and Council approval through March 31, 2018

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,



Denis Goulet

DG/kaf
 DoIT #2017-095B

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
Substance Use Disorder - Regional Access Point Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Substance Use Disorder - Regional Access Point Services Contract**

This 2nd Amendment to the Substance Use Disorder - Regional Access Point Services contract (hereinafter referred to as "Amendment 2") dated this 1st day of September, 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 Granite Pathways (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at c/o Fedcap Rehabilitation Services, Inc., 10 Ferry Street, Concord, NH, 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 13, 2016 (Item #6C) and amended by an agreement (Amendment #1 to the Contract) approved on June 21, 2017 (Item #41), 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 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 Governor and Executive Council approval; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months.

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. General Provisions (Form P-37), Block 1.7, to read March 31, 2018.
2. Delete in its entirety Exhibit A Sections 2.1.1, 2.1.2, 2.1.6, 2.1.7, 2.1.8, 2.1.9 and 2.1.11
3. Delete in its entirety Exhibit A Section 2.1.10 and replace with:
2.1.10 South Central, which includes: Atkinson, Chester, Danville, Derry, Hampstead, Londonderry, Plaistow, Salem, Sandown, and Windham.
4. Exhibit B-2 Budget changes the Budget Period to read: July 1, 2017 through March 31, 2018.
5. Add Exhibit K DHHS Information Security Requirements

Remainder of the page left intentionally blank.

**New Hampshire Department of Health and Human Services
Substance Use Disorder - Regional Access Point 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

11/22/17
Date

[Signature]
Katja S. Fox
Director

11/3/17
Date

Granite Pathways
[Signature]
Name: Christine McLaughlin
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New York, County of New York on November 3, 2017 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.

[Signature]
Signature of Notary Public or Justice of the Peace

Amy Reisner, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12/28/17



**New Hampshire Department of Health and Human Services
Substance Use Disorder - Regional Access Point Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 2/2/17

Name: [Signature]
Title: [Signature]

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: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

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



- deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.
- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
 4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
 5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

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 GRANITE PATHWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2009. 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: 613581



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, William Rider, do hereby certify that:

1. I am a duly elected Officer of Granite Pathways _____
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 2/26/2016:

RESOLVED: That the Christine McMahon President
(Title of Contract Signatory)

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

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

4. Christine McMahon is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

WTRider
(Signature of the Elected Officer)
William T. Rider

STATE OF New Hampshire
County of Hillsborough

The forgoing instrument was acknowledged before me this 3rd day of November, 2017.

By William T. Rider
(Name of Elected Officer of the Agency)

Joanne C. Duclos
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: September 18, 2018

JOANNE C. DUCLOS, Notary Public
My Commission Expires September 18, 2018



Mission Statement

Granite Pathways works to empower and support individuals and families effected by mental health issues and substance use disorders. Through a peer based recovery framework, we provide services and create community culture to help individuals and families pursue their goals for improved health and wellness, social connectedness, meaningful work, and opportunities for volunteerism, employment, and education.

Consolidated Financial Statements Together with
Report of Independent Certified Public Accountants

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

September 30, 2016 and 2015

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

TABLE OF CONTENTS

	Pages
Report of Independent Certified Public Accountants	1 - 2
Consolidated Financial Statements:	
Consolidated Statements of Financial Position as of September 30, 2016 and 2015	3
Consolidated Statements of Activities for the years ended September 30, 2016 and 2015	4
Consolidated Statements of Cash Flows for the years ended September 30, 2016 and 2015	5
Notes to Consolidated Financial Statements	6 - 21
Supplementary Information:	
Consolidating Schedule of Financial Position as of September 30, 2016	23
Consolidating Schedule of Activities for the year ended September 30, 2016	24
Consolidated Schedule of Functional Expenses for the year ended September 30, 2016 (with comparative totals for the year ended September 30, 2015)	25



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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
FEDCAP Rehabilitation Services, Inc.:

We have audited the accompanying consolidated financial statements of FEDCAP Rehabilitation Services, Inc. and Subsidiaries (collectively, "FEDCAP"), which comprise the consolidated statements of financial position as of September 30, 2016 and 2015, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of FEDCAP Rehabilitation Services, Inc. and Subsidiaries as of September 30, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other matters

Supplementary information

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

Grant Thornton LLP

New York, New York
March 6, 2017

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Financial Position
As of September 30, 2016 and 2015

ASSETS	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 10,969,236	\$ 12,211,556
Accounts receivable (net of allowance for doubtful accounts of approximately (\$2,080,000 in 2016 and \$2,619,000 in 2015))	33,441,617	29,746,474
Contributions receivable (net of allowance for uncollectible contributions of approximately \$115,000 in 2016 and 2015)	1,041,133	2,333,225
Inventories, net	414,939	673,818
Prepaid expenses and other assets	<u>2,826,486</u>	<u>2,322,433</u>
Total current assets	<u>48,693,411</u>	<u>47,287,506</u>
LONG-TERM ASSETS		
Investments	17,345,073	16,926,806
Fixed assets, net	75,855,170	76,998,952
Art objects	21,750	21,750
Beneficial interest in remainder trusts	575,912	693,049
Other assets	<u>575,020</u>	<u>540,033</u>
	<u>94,372,925</u>	<u>95,180,590</u>
Total assets	<u>\$ 143,066,336</u>	<u>\$ 142,468,096</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 26,530,000	\$ 27,978,124
Deferred revenues	1,156,919	1,082,588
Advance from government agency	-	1,800,000
Current portion of long-term debt	<u>754,995</u>	<u>837,289</u>
Total current liabilities	28,441,914	31,698,001
LONG-TERM LIABILITIES		
Obligations under capital leases	36,672,420	36,802,491
Long-term debt, net of current portion	23,943,320	24,599,343
Revolving loans	16,486,698	12,466,630
Other liabilities	<u>2,191,849</u>	<u>1,970,348</u>
Total liabilities	<u>107,736,201</u>	<u>107,536,813</u>
Commitments and contingencies		
NET ASSETS		
Unrestricted	33,176,435	32,171,763
Temporarily restricted	1,569,272	2,175,092
Permanently restricted	<u>584,428</u>	<u>584,428</u>
Total net assets	<u>35,330,135</u>	<u>34,931,283</u>
Total liabilities and net assets	<u>\$ 143,066,336</u>	<u>\$ 142,468,096</u>

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

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Activities
For the years ended September 30, 2016 and 2015

	2016				2015			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUES								
Contract services and products	\$ 102,312,128	\$ -	\$ -	\$ 102,312,128	\$ 102,251,831	\$ -	\$ -	\$ 102,251,831
Rehabilitation and vocational programs	120,436,118	-	-	120,436,118	67,251,287	-	-	67,251,287
Contributions and Grants	3,416,316	140,000	-	3,556,316	1,610,917	1,755,688	-	3,366,605
Inherent contribution	202,380	-	-	202,380	(273,740)	235,360	501,660	463,280
Interest income	124,717	-	-	124,717	34,523	-	-	34,523
Miscellaneous revenue	1,797,383	-	-	1,797,383	519,312	-	-	519,312
Net assets released from restrictions	745,820	(745,820)	-	-	572,503	(572,503)	-	-
Total revenues	<u>229,034,862</u>	<u>(605,820)</u>	<u>-</u>	<u>228,429,042</u>	<u>171,966,633</u>	<u>1,418,545</u>	<u>501,660</u>	<u>173,886,838</u>
EXPENSES								
Program services								
Contract services and products	90,986,554	-	-	90,986,554	88,034,038	-	-	88,034,038
Rehabilitation and vocational programs	105,862,539	-	-	105,862,539	63,470,318	-	-	63,470,318
	<u>196,849,093</u>	<u>-</u>	<u>-</u>	<u>196,849,093</u>	<u>151,504,356</u>	<u>-</u>	<u>-</u>	<u>151,504,356</u>
Supporting services:								
Management and general	29,504,519	-	-	29,504,519	21,428,446	-	-	21,428,446
Development	1,676,578	-	-	1,676,578	774,795	-	-	774,795
	<u>31,181,097</u>	<u>-</u>	<u>-</u>	<u>31,181,097</u>	<u>22,203,241</u>	<u>-</u>	<u>-</u>	<u>22,203,241</u>
Total expenses	<u>228,030,190</u>	<u>-</u>	<u>-</u>	<u>228,030,190</u>	<u>173,707,597</u>	<u>-</u>	<u>-</u>	<u>173,707,597</u>
Change in net assets	1,004,672	(605,820)	-	398,852	(1,740,964)	1,418,545	501,660	179,241
Net assets at beginning of year	32,171,763	2,175,092	584,428	34,931,283	33,912,727	756,547	82,768	34,752,042
Net assets at end of year	<u>\$ 33,176,435</u>	<u>\$ 1,569,272</u>	<u>\$ 584,428</u>	<u>\$ 35,330,135</u>	<u>\$ 32,171,763</u>	<u>\$ 2,175,092</u>	<u>\$ 584,428</u>	<u>\$ 34,931,283</u>

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

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
For the years ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 398,852	\$ 179,241
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	3,918,260	3,318,960
Bad debt provision (recovery)	1,046,376	(206,665)
Accrued interest on capital lease obligations	-	176,345
Inherent contribution	(202,380)	(463,280)
Unrealized gain on investments	(129,415)	-
Changes in assets and liabilities:		
Accounts receivable	(4,741,245)	(8,316,615)
Contribution receivable	1,292,092	(1,286,010)
Inventories	258,879	(623,472)
Prepaid expenses and other assets	(527,750)	(1,106,043)
Beneficial interest in remainder trust	152,897	(3,377)
Accounts payable and accrued liabilities	(1,455,478)	12,638,424
Deferred revenue	74,331	106,364
Other liabilities	221,501	669,034
Net cash provided by operating activities	<u>306,920</u>	<u>5,082,906</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	6,000,000	-
Purchase of investments	(6,283,333)	(34,009)
Cash received in acquisition	10,202	812,974
Capital expenditures	<u>(2,627,789)</u>	<u>(5,004,549)</u>
Net cash used in investing activities	<u>(2,900,920)</u>	<u>(4,225,584)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Decrease in advance from government agency	(1,800,000)	(829,782)
Change in revolving loans	4,020,068	5,111,844
Repayment of long-term debt	(738,317)	(382,453)
Repayment of capital lease obligations	<u>(130,071)</u>	<u>(5,976)</u>
Net cash provided by financing activities	<u>1,351,680</u>	<u>3,893,633</u>
 (Decrease) increase in cash and cash equivalents	 (1,242,320)	 4,750,955
CASH AND CASH EQUIVALENTS		
Beginning of year	<u>12,211,556</u>	<u>7,460,601</u>
End of year	<u>\$ 10,969,236</u>	<u>\$ 12,211,556</u>
Supplemental disclosure of cash flow information:		
Cash interest paid during the year	<u>\$ 1,079,151</u>	<u>\$ 1,078,854</u>
Fixed assets acquired with capital leases	<u>\$ -</u>	<u>\$ 66,092</u>

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

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

1. ORGANIZATION AND NATURE OF ACTIVITIES

Fedcap Rehabilitation Services, Inc. ("FRS") is a private, nonprofit organization incorporated under the laws of New York State. FRS is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

FRS was founded to provide a comprehensive range of vocational and related services to individuals with disabilities and other work-related disadvantages who face significant barriers to employment. FRS's goal is to help each person achieve independence, integration into the community and full participation in the economic mainstream.

FRS provides contract services and products within custodial, homecare, office services, and industrial divisions of FRS. The primary customers in these divisions are Federal, and New York State and City agencies and certified home health agencies, that contract with FRS for services.

As part of FRS's rehabilitation and vocation programs, FRS provides vocational evaluations, training, and employment services and other government-funded employment and job search programs. Evaluations combine aptitude tests, computerized assessments, and vocational counseling. After evaluation, FRS offers training in mail clerk/messenger services, building/custodial services, culinary arts/food services, data entry, office skills, document imaging, hospitality operations, and security operations. FRS then seeks to employ individuals who have successfully completed FRS's rehabilitation and vocational programs. FRS also offers the Chelton Loft, a voluntary clubhouse program for people with a history of serious mental illness. FRS also has a vocational education program and a licensed mental health program.

On July 1, 2011, FRS acquired and became the sole member of Wildcat Services Corporation ("Wildcat"), a nonprofit entity located in New York City that provides employment training, jobs placement and "supportive employment" opportunities for individuals with barriers to employment.

On October 1, 2012, FRS acquired and became the sole member of ReServe Elder Service, Inc. ("ReServe"), a nonprofit entity located in New York City that matches continuing professionals age 55+ with organizations that need their expertise. ReServe provides direct services, administrative support, and capacity-building expertise in schools, social service agencies, cultural institutions, and public agencies.

On October 1, 2013, FRS acquired and became the sole member of Community Workshops, Inc. (d/b/a Community Work Services) ("CWS"), a nonprofit corporation located in Boston, Massachusetts, whose mission is to help people who have barriers to work obtain employment and achieve greater self-sufficiency through job training, placement, and support services.

On September 1, 2015, FRS acquired and became the sole member of Easter Seals New York, Inc. ("ESNY"), a nonprofit entity whose purpose is to provide program and services for people with disabilities, assistance to people with disabilities and their families, assistance to communities in developing necessary and appropriate resources for residents, and a climate of acceptance for people with disabilities which will enable them to contribute to the well-being of the community.

On May 1, 2016, ESNY received a contribution in the form of a Red Mango franchise, incorporated as 1184 Deer Park Ave., Inc. ("1184"). 1184 is currently managed as a for profit corporation, and operates as a social enterprise which includes a training center and employment opportunities for veterans.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

On May 1, 2016, FRS acquired and became the sole member of Granite Pathways, Inc. ("GP"), a nonprofit entity whose mission is to provide services to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, and meaningful relationships.

On September 1, 2016, FRS acquired and became the sole member of Easter Seals Rhode Island, Inc. ("ESRI"), a nonprofit entity whose purpose is to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

Collectively, FRS, Wildcat, ReServe, CWS, ESNY, 1184, GP and ESRI are referred to as "FEDCAP."

2. SUMMARY OF ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements of FEDCAP have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") using the accrual basis of accounting. All intercompany accounts and transactions have been eliminated in the accompanying consolidated financial statements.

Accordingly, FEDCAP's consolidated financial statements distinguish between unrestricted, temporarily restricted and permanently restricted net assets and changes in net assets as follows:

Unrestricted Net Assets - consist of all funds which are expendable, at the discretion of FEDCAP's management and Board of Directors, for carrying on daily operations. These funds have neither been restricted by donors nor set aside for any specific purpose.

Temporarily Restricted Net Assets - net assets that have been limited by donor-imposed stipulations that either expire with the passage of time or can be fulfilled and removed by the actions of FEDCAP pursuant to those stipulations.

Permanently Restricted Net Assets - net assets subject to donor-imposed stipulations that require resources to be maintained as funds of a permanent duration.

Cash Equivalents

FEDCAP considers all highly liquid debt instruments with a maturity of three months or less at the date of purchase, including investments in short-term certificates of deposit and certain money market funds, to be cash equivalents.

Contribution and Grant Revenue

FEDCAP records contributions of cash and other assets when an unconditional promise to give such assets is received from a donor. Contributions are recorded at the fair value of the assets received and contributions with donor stipulations that limit the use of donated assets are classified as either permanently restricted if FEDCAP is required to maintain the contribution permanently or temporarily restricted if the stipulation limits the use of the contribution to specific purposes or a time period. Donor restrictions that are received and met in the same fiscal year are recorded as unrestricted contributions. Otherwise, once stipulated time restrictions end or purpose restrictions are accomplished, temporarily restricted net assets

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

are reclassified to unrestricted net assets as “net assets released from restrictions” in the accompanying consolidated statements of activities.

Revenue from grants and contracts is recognized when earned, that is, generally as related costs are incurred or the milestone is achieved under the grant or contract.

Revenue Recognition and Deferred Revenue

FEDCAP’s revenue primarily relates to contract services and products, and rehabilitation and vocational programs. FEDCAP recognizes such revenue ratably over a contract’s term for those with fixed rates. For performance-based contracts, revenues are recognized in the period when expenditures have been incurred or services have been performed in compliance with the respective contracts. FEDCAP also generates revenue from the sale of related products, which is recognized at the time of shipment.

Deferred revenue represents cash received in advance of services and will be recognized as the services are performed. Deferred revenue amounted to \$1,156,919 and \$1,082,588 as of September 30, 2016 and 2015, respectively.

Allowance for Doubtful Accounts

The carrying value of contributions and accounts receivable are reduced by an appropriate allowance for uncollectible accounts, and therefore approximates net realizable value. FEDCAP determines its allowance by considering a number of factors, including the length of time receivables are past due, FEDCAP’s previous loss history, the donor’s current ability to pay its obligation, and the condition of the general economy and the industry as a whole. Receivables outstanding longer than the payment terms are considered past due. FEDCAP writes off accounts receivables when they become uncollectible, and payments subsequently received on such receivables are recorded as income in the period received.

Inventories

Inventories, mainly consisting of distress marker light products and related components, are valued at the lower of cost or market. Cost is determined principally by the first-in, first-out method.

Fixed Assets

Fixed assets purchased for a value greater than \$1,000 and with depreciable lives greater than one year are carried at cost, net of accumulated depreciation. Depreciation is provided over the estimated useful life of the respective asset and ranges from 3 to 40 years. Significant additions or improvements extending asset lives are capitalized; normal maintenance and repair costs are expensed as incurred. Leasehold improvements are amortized based on the lesser of the estimated useful life or remaining lease term.

Functional Allocation of Expenses

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

Commissions

FEDCAP pays commissions to an unrelated not-for-profit entity and a New York State entity to provide information on government contracts that need competitive bids for services. The contracts provide

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

for commissions to be paid to these organizations in the range of 0.85% to 4% of the contract amount. Commissions paid relating to these contracts amounted to \$1,728,663 and \$1,797,201 for the years ended September 30, 2016 and 2015, respectively, and is included within contract services and products expense in the accompanying consolidated statements of activities.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. These estimates and assumptions relate to estimates of collectability of accounts receivable, accruals, useful life of property, plant, and equipment, and impairment of long-lived assets. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The fair value of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other liabilities approximates their carrying value due to their short-term maturities. The fair value of long-term debt approximates carrying value based on current interest rates for similar instruments.

Fair Value Measurements

FEDCAP follows guidance for fair value measurements that defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the inputs used to measure fair value and enhances disclosure requirements for fair value measurements. It maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the observable inputs be used when available.

Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from independent sources. Unobservable inputs reflect assumptions that market participants would use in pricing the asset or liability based on the best information available in the circumstances.

The hierarchy is broken down into three levels based on the transparency of inputs as follows:

- Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the measurement date. A quoted price for an identical asset or liability in an active market provides the most reliable fair value measurement because it is directly observable to the market.
- Level 2 - Pricing inputs other than quoted prices in active markets, which are either directly or indirectly observable as of the measurement date. The nature of these securities include investments for which quoted prices are available but traded less frequently and investments that are fair valued using other securities, the parameters of which can be directly observed.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

Level 3 - Securities that have little to no pricing observability as of the measurement date. These securities are measured using management's best estimate of fair value, where the inputs into the determination of fair value are not observable and require significant management judgment or estimation.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the entity. FEDCAP considers observable data to be that market data that is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to FEDCAP's perceived risk of that instrument.

Beneficial Interest in Remainder Trusts

Donors have established and funded trusts held by third parties under which specified distributions are to be made to a designated beneficiary or beneficiaries over the trusts' term. Upon termination of the trusts, FEDCAP will receive the assets remaining in the trusts. Trusts are recorded as increases to net assets at the fair value of trust assets, less the present value of the estimated future payments to be made under the specific terms of the trusts. At September 30, 2016 and 2015, FEDCAP's interest in these trusts is reflected at fair value in the accompanying consolidated statements of financial position and is classified as Level 3 within the fair value hierarchy.

Impairment of Long-lived Assets

FEDCAP reviews the carrying values of its long-lived assets, including property and equipment and other assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be fully recoverable. Recoverability of long-lived assets is assessed by a comparison of the carrying amount of the asset to the estimated future net cash flows expected to be generated by the asset. If estimated future net cash flows are less than the carrying amount of the asset, the asset is considered impaired and an expense is recorded in an amount to reduce the carrying amount of the asset to its fair value.

Tax-Exempt Status

FRS, Wildcat, ReServe, CWS, ESNY, 1184, GP, and ESRI and follow guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the financial statements if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

FRS, Wildcat, ReServe, CWS, ESNY, GP and ESRI are exempt from federal income tax under IRC section 501(c)(3), though they are subject to tax on income unrelated to their respective exempt purpose, unless that income is otherwise excluded by the Code. These organizations have processes presently in

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

place to ensure the maintenance of their tax-exempt status; to identify and report unrelated income; to determine their filing and tax obligations in jurisdictions for which they have nexus; and to identify and evaluate other matters that may be considered tax positions. FRS, Wildcat ReServe, CWS, ESNY, GP and ESRI have determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements.

1184, a for-profit corporation, commenced business operations in May of 2016; the organization has not calculated a tax provision as the projected tax liability is immaterial from a financial statement perspective. In addition, 1184 has determined that there are no material uncertain tax positions that require recognition or disclosure in the consolidated financial statements.

Reclassifications

Certain reclassifications were made to the 2015 consolidated financial statements to conform to the 2016 presentation. Such reclassifications did not change total assets, liabilities, revenues, expenses or changes in net assets as previously reflected in the 2015 consolidated financial statements.

3. CONTRIBUTIONS RECEIVABLE

At September 30, 2016 and 2015, contributions receivable, net of the allowance for doubtful accounts, consisted of the following:

	<u>2016</u>	<u>2015</u>
Amounts due within one year	\$ 656,133	\$ 1,418,225
Amounts due in one to five years	<u>500,000</u>	<u>1,030,000</u>
	1,156,133	2,448,225
Less: allowance for uncollectible receivables	<u>(115,000)</u>	<u>(115,000)</u>
	<u>\$ 1,041,133</u>	<u>\$ 2,333,225</u>

Approximately 89% and 65% of the contributions receivable (gross) are due from one donor at September 30, 2016 and 2015, respectively.

4. INVESTMENTS

Investments, at fair value, consisted of the following at September 30:

	<u>2016</u>	<u>2015</u>
Money market funds	\$ 10,492,741	\$ 16,219,963
Mutual funds	<u>6,852,332</u>	<u>706,843</u>
	<u>\$ 17,345,073</u>	<u>\$ 16,926,806</u>

FEDCAP's mutual fund investments are classified as Level 1 within the fair value hierarchy. FEDCAP's money market fund investments do not meet the definition of a security under US GAAP, and as such, the disclosure requirements for fair value measurements are not applicable.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

5. INVENTORIES

Inventories consisted of the following at September 30:

	<u>2016</u>	<u>2015</u>
Inventories:		
Raw materials	\$ 382,137	\$ 647,633
Work-in-process and finished goods	122,802	116,185
Reserve	(90,000)	(90,000)
	<u>\$ 414,939</u>	<u>\$ 673,818</u>

6. FIXED ASSETS, NET

Fixed assets, net, consisted of the following at September 30:

	<u>2016</u>	<u>2015</u>
Fixed assets:		
Land	\$ 1,017,809	\$ 1,229,105
Building improvements	498,951	787,308
Buildings	33,280,420	32,612,541
Capital lease - building	35,918,547	35,918,547
Furniture, fixtures and computer systems	9,023,535	7,206,700
Leasehold improvements	<u>6,357,782</u>	<u>5,804,171</u>
	86,097,044	83,558,372
Less: accumulated depreciation	<u>(10,241,874)</u>	<u>(6,559,420)</u>
	<u>\$ 75,855,170</u>	<u>\$ 76,998,952</u>

Depreciation and amortization expense for the years ended September 30, 2016 and 2015 was \$3,918,260 and \$3,318,960, respectively.

7. CAPITAL LEASES

In May of 2014, FRS entered into a condominium leasehold agreement in a building located at 205 East 42nd Street in New York City for 64,303 square feet of space consisting of the entire second and third floor and a portion of the ground floor. FRS began occupying the space in December 2014 and the agreement expires in fiscal 2043. The interest rate is fixed at 4.20%.

FRS accounted for this agreement as a capital lease, and as such, the related cost of \$35,918,547, representing the present value of the total future minimum lease payments due at the inception of the agreement, is included within "Fixed assets, net" in the accompanying consolidated statements of financial position at September 30, 2016 and 2015. FRS occupied the condominium in December 2014 and recorded depreciation expense of \$1,238,571 and \$1,032,142 for fiscal 2016 and 2015, respectively. The outstanding principal balance on the lease as of September 30, 2016 and 2015, is \$36,564,980 and \$36,664,281, respectively.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

During fiscal 2015, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$22,074, principal and interest are paid monthly. As of September 30, 2016 and 2015, accumulated depreciation associated with this lease agreement is \$6,662 and \$2,207, respectively. The outstanding principal balance on the lease as of September 30, 2016 and 2015, is \$15,452 and \$19,866, respectively. The maturity date is March 31, 2020 and the interest rate is fixed at 6.73%.

During fiscal 2015, CWS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$44,018, principal and interest are paid monthly. As of September 30, 2016 and 2015, accumulated depreciation associated with this lease agreement is \$12,893 and \$2,749, respectively. The outstanding principal balance on the lease as of September 30, 2016 and 2015, is \$31,125 and \$40,019, respectively. The maturity date is March 31, 2020 and the interest rate is fixed at 6.73%.

During fiscal 2015, ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of \$80,785, principal and interest are paid monthly. As of September 30, 2016 and 2015, the accumulated depreciation balance was \$19,922 and \$2,749, respectively. The outstanding principal balance on the lease as of September 30, 2016 and 2015, was \$60,863 and \$78,325, respectively. The maturity date is June 30, 2020 and the interest rate is fixed at 6.97%.

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the net minimum lease payments as of September 30, 2016:

Year Ending September 30,	
2017	\$ 1,663,775
2018	1,663,775
2019	1,663,775
2020	1,892,045
2021	1,937,699
Thereafter	<u>56,479,274</u>
Total minimum lease payments	65,300,343
Less: Amount representing interest	<u>(28,627,923)</u>
Present value of net minimum lease payments	<u>\$ 36,672,420</u>

8. REVOLVING LOANS

Israel Discount Bank of New York

FRS entered into a revolving loan agreement with Israel Discount Bank of New York ("IDB") to finance working capital needs with an aggregate principal amount not to exceed \$15,000,000. The line was collateralized by FRS's accounts receivable and matured on December 10, 2014. On December 10, 2014, FRS renewed the revolving loan agreement. On April 21, 2016, the revolving loan agreement was amended to mature on April 21, 2018. The interest rate for the revolving loan agreement is the Prime Rate. As of September 30, 2016 and 2015, FEDCAP had borrowings on this line of credit of \$13,453,272 and \$9,953,273, respectively, at an interest rate of 3.50% and 3.25%, respectively.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

RBS Citizens Bank, N.A.

On September 1, 2015, ESNY replaced its line of credit with RBS Citizens Bank, N.A with a \$3,500,000 revolving line of credit with FRS as the co-borrower after the transfer of sole membership to FRS (refer to Note 16). The line of credit's original maturity date of February 28, 2016 was extended on December 15, 2016 to mature on December 15, 2018 and the line was decreased to \$3,000,000. As part of the line of credit agreement between ESNY and RBS, FEDCAP must maintain a minimum balance with RBS of \$500,000, which is included within cash and cash equivalents in the accompanying consolidated statements of financial position at September 30, 2016 and 2015. As of September 30, 2016 and 2015, ESNY had borrowings on this line of credit of \$3,033,426 and \$2,513,357 at an interest rate of 2.77% and 2.45%, respectively.

9. LONG-TERM DEBT

Notes Payable

In conjunction with leasing space for a program operated in the Bronx, New York, FRS borrowed \$220,000 during fiscal 2012 from the landlord, LMKW L.P., for the costs to build out the space. This loan is being repaid over a period of six years at an interest rate of 5%. As of September 30, 2016 and 2015, the principal balance outstanding was \$55,544 and \$67,070, respectively.

On January 1, 2013, CWS borrowed \$219,181 from the Georgianna Goddard Eaton Memorial Fund ("Eaton Fund"), a related party, to fund leasehold improvements. Under the terms of the note, payments, including interest at a rate of 3%, are due on a monthly basis commencing on April 1, 2013 and ending on January 1, 2017. At September 30, 2016 and 2015, the principal balance outstanding was \$28,989 and \$85,419, respectively.

On September 15, 2014, ESNY entered into a \$63,045 note payable to finance the purchase of computers. The interest rate charged on the outstanding borrowings is fixed at a rate equal to 3.15%. Monthly principal and interest payments of \$1,841 commenced November 2014 and in October 2017 all remaining outstanding principal and interest are due. The note is secured by the computers. At September 30, 2016 and 2015, the principal balance outstanding was \$21,475 and \$44,219, respectively.

On December 5, 2014, ESNY entered into a \$1,980,000 mortgage note payable to finance the acquisition of certain property located in Valhalla, New York. The note was secured by the property and, after the transfer of sole membership from Easter Seals New Hampshire, is guaranteed by FRS. The interest rate is 3.66% for the first 60 months then, as of the first day of the sixty-first month, the interest rate will reset to 1.75% in excess of the then bank's five-year Cost of Funds. In no event shall the reset rate be less than 3.66%. Principal and interest of \$9,153 is payable monthly through the maturity date of January 1, 2025. At September 30, 2016 and 2015, the outstanding principal balance was \$1,914,257 and \$1,955,422, respectively.

Bonds Payable

In December 2013, FRS entered into a Loan Agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the purchase of the sixth floor of a building located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$18,450,000 of tax-exempt revenue bonds ("Series 2013A"). Monthly payments of interest commenced in June 2014. The Series 2013A bonds have a coupon rate of 4.2% with a maturity date of December 1, 2033.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

The Series A bonds were placed with IDB and, as part of the bond purchase and continuing covenant agreement between FRS and IDB, FRS must maintain a minimum balance with IDB of \$4,000,000, which is included within investments in the accompanying consolidated statements of financial position at September 30, 2016 and 2015. At September 30, 2016 and 2015, the outstanding principal balance of the Series 2013A bonds was \$17,995,000 and \$18,450,000, respectively.

In December 2010, ESNY in connection with the Monroe County Industrial Development Corporation and RBS Citizens Bank, N.A. issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds ("Series 2010"). The Series 2010 bonds were used to finance the acquisition of certain property located in Irondequoit, New York and to refinance certain ESNY debt. The Series 2010 bonds are secured by a mortgage on all properties and improvements financed by the bond and, after the transfer of sole membership of ESNY from Easter Seals New Hampshire, are guaranteed by FRS. ESNY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee as defined in the agreement. The agreement also requires bank approval prior to ESNY incurring additional indebtedness. The Series 2010 bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016 and thereafter every five years through June 1, 2036. At September 30, 2016 and 2015, the outstanding principal balance of the Series 2010 bonds was \$4,683,050 and \$4,834,502, respectively.

On February 23, 2011, ESNY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Bonds. The swap agreement had an outstanding notional amount of \$4,929,360 and \$4,792,110 at September 30, 2016 and 2015, respectively. The outstanding notional amount decreases, in conjunction with bond principal reductions, until the agreement terminates in January 2031. ESNY remits interest at fixed rate of 2.99% and receives interest at a variable rate ((68% of the sum of the monthly LIBOR rate plus 2.65% (1.93% and 1.92% at September 30, 2016 and 2015, respectively))). The fair value of the interest rate swap agreement as of September 30, 2016 and 2015 reflected a liability of \$977,731 and \$816,322, respectively. The swap is included within other liabilities in the accompanying consolidated statement of financial position, and is classified as Level 2 within the fair value hierarchy.

The following is a summary of minimum principal payments due on the notes and bonds at September 30, 2016:

	<u>Notes Payable</u>	<u>Bonds Payable</u>	<u>Total</u>
Year Ending September 30,			
2017	\$ 145,475	\$ 609,520	\$ 754,995
2018	40,950	633,450	674,400
2019	42,496	657,500	699,996
2020	43,916	681,670	725,586
2021	45,765	731,050	776,815
Thereafter	1,701,663	19,364,860	21,066,523
Total	<u>\$ 2,020,265</u>	<u>\$ 22,678,050</u>	24,698,315
Less current portion			754,995
Long-term debt, net of current portion			<u>\$ 23,943,320</u>

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

10. ADVANCE FROM GOVERNMENT AGENCY

On August 1, 2012, FRS entered in a contract with New York City Human Resources Agency (“HRA”) to operate HRA’s WeCare program in the Boroughs of Brooklyn and Queens. Under the terms of the contract, HRA made an advance of \$4,689,872 to FRS, for working capital purposes. This advance is non-interest bearing and will be recouped during the course of the contract in accordance with HRA policy, but no later than the last year of the contract (i.e., July 31, 2015). At September 30, 2014, the advance from government agency was \$2,629,782, and in accordance with the agreement terms, the remaining balance was paid in fiscal 2015. The contract was renewed for an addition 2-year period, and on July 13, 2015, HRA made another advance of \$1,800,000 for working capital purposes. This advance was non-interest bearing and was be recouped during the course of the contract in accordance with HRA policy beginning January 2016, but no later than July of 2016. At September 30, 2016 and September 30, 2015, the advance from government agency was \$0 and \$1,800,000 respectively.

11. COMMITMENTS AND CONTINGENCIES

FEDCAP has leases for offices, program related facilities, and equipment expiring at various dates through 2032. The approximate future minimum lease commitments under existing operating leases are as follows:

Year Ending September 30,	
2017	\$ 8,830,079
2018	7,620,584
2019	3,184,716
2020	1,111,473
2021	821,935
Thereafter	4,483,020
Total	<u>\$ 26,051,807</u>

Certain office leases contain renewal and escalation clauses. For leases with escalation clauses, FEDCAP recognized rent expense on a straight-line basis and recognized a deferred rent liability of \$1,161,996 and \$870,055 at September 30, 2016 and 2015, respectively, which is included in other liabilities in the accompanying consolidated statements of financial position. In addition to the base rents, FEDCAP is obligated to pay additional amounts for increased operating costs.

Rent expense was \$10,118,415 and \$7,893,410 for the years ended September 30, 2016 and 2015, respectively.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

CWS sublets a portion of its facilities to tenants under operating leases that expire between April 2017 and May 2020. For the years ended September 30, 2016 and 2015, rental income from these subleases was \$324,857 and \$285,957, respectively. The future minimum sublease rental payments to be received are as follows:

Year Ending September 30,	
2017	\$ 236,756
2018	160,000
2019	170,000
2020	<u>43,125</u>
Total	<u>\$ 609,881</u>

FEDCAP is engaged in various lawsuits incidental to its operations. In the opinion of management, the ultimate outcome of pending litigation will not have a material adverse effect on the consolidated financial position and results of operations of FEDCAP.

FEDCAP participates in a number of federal and state programs. These programs require that FEDCAP comply with certain requirements of laws, regulations, contracts, and agreements applicable to the programs in which it participates. All funds expended in connection with government grants and contracts are subject to audit by government agencies. While the ultimate liability, if any, from such audits of government contracts by government agencies is presently not determinable, it should not, in the opinion of management, have a material effect on FEDCAP's financial position or change in net assets. Accordingly, no provision for any such liability that may result has been made in the accompanying consolidated financial statements.

12. TUITION REVENUE

FRS receives funding for the Career Design School from the New York State Education Department, administered by the Bureau of Proprietary School Supervision. Gross tuition income, which equaled net tuition income, was \$1,158,080 and \$1,049,705 for the years ended September 30, 2016 and 2015, respectively, and has been included within rehabilitation and vocational programs in the accompanying consolidated statements of activities.

13. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets were restricted for the following purposes as of September 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
For use in future periods for:		
Employment and job search programs	\$ 413,139	\$ 693,049
Time restricted	<u>1,156,133</u>	<u>1,482,043</u>
Total	<u>\$ 1,569,272</u>	<u>\$ 2,175,092</u>

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

Net assets released from restrictions during the years ended September 30, 2016 and 2015 were as follows:

	<u>2016</u>	<u>2015</u>
Employment and job search programs	<u>\$ 745,820</u>	<u>\$ 572,503</u>

14. RELATED PARTY TRANSACTIONS

Members of the Board of Directors of FEDCAP are associated with a law firm that has provided legal services to FEDCAP with fees of \$285,776 and \$176,548 during the years ended September 30, 2016 and 2015, respectively.

A CWS Board member is a trustee of the Eaton Fund, the holder of the CWS promissory note (refer to Note 9). CWS also leases its facilities from the Eaton Fund. Rent paid to Eaton Fund for the years ended September 30, 2016 and 2015 was \$129,996.

15. EMPLOYEE BENEFIT PLANS

Effective January 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the Internal Revenue Code for employee voluntary salary reduction contributions. Employees are eligible to participate in the plan as of their employment date.

Effective October 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the Internal Revenue Code for employees working on government contracts with a defined contribution pension plan based on a contractual formula. Employees are eligible to participate in the plan upon satisfactory completion of a three-month probationary period.

Effective October 1, 1994, FEDCAP established a Defined Contribution Plan under Section 403(b) of the Internal Revenue Code for qualified participants, primarily employees who do not work on contracts. In November 1, 2010, the Defined Contribution Plan was amended to allow all employees to participate in the plan immediately upon hire. FEDCAP matches employee contributions up to 3% of their salaries. Employer matching contributions fully vest after three years of employment.

Plan contributions are invested in one or more of the funding vehicles available to participants under the plans. Each participant is fully and immediately vested in employee contributions. Employer contributions to the plan amounted to \$6,492,132 and \$5,491,104 for the years ended September 30, 2016 and 2015, respectively.

16. ACQUISITION

Effective September 1, 2015, FEDCAP acquired and became the sole member of ESNY. The determination to acquire ESNY was predicated on the similarities in mission. ESNY's mission is to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities. This acquisition was effected without the transfer of consideration, and as such an inherent contribution of \$463,280 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition:

Cash and cash equivalents	\$ 812,974
Investments	738,949
Accounts receivable, net	2,385,468
Contributions receivable	906,326
Prepaid expenses and other assets	171,582
Inventory	8,803
Beneficial interest in trust	501,660
Other assets	166,330
Fixed assets	7,966,157
Accounts payable and accrued expenses	(1,885,181)
Deferred revenue	(590,136)
Current portion of long term- debt	(44,219)
Revolving loan	(3,101,513)
Other liabilities	(737,503)
Capital lease obligation	(78,235)
Long term notes and mortgage payable	(6,758,182)
	<u>\$ 463,280</u>

Effective September 1, 2016, FEDCAP acquired and became the sole member of ESRI. The determination to acquire ESRI was predicated on the similarities in mission. ESRI's mission is to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities. This acquisition was effected without the transfer of consideration, and as such an inherent contribution of \$68,889 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition:

Cash and cash equivalents	\$ 500
Investments	5,520
Prepaid expenses and other assets	11,290
Beneficial interest in trust	35,760
Fixed assets	23,038
Accounts payable and accrued expenses	(7,219)
	<u>\$ 68,889</u>

Effective May 1, 2016, FEDCAP acquired and became the sole member of Granite Pathways. The determination to acquire Granite Pathways was predicated on the similarities in mission. Granite Pathways' mission is to provide services to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, and meaningful relationships. This acquisition

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

was effected without the transfer of consideration, and as such an inherent contribution of \$9,841 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition:

Cash and cash equivalents	\$	9,702
Accounts receivable, net		274
Accounts payable and accrued expenses		(135)
	\$	<u>9,841</u>

On May 1, 2016, a Red Mango franchise was donated to ESNY, incorporated as 1184 Deer Park Ave., Inc. ("1184"). The entity is currently managed as a for-profit corporation, but may be repurposed as a social enterprise to include a training center and employment opportunities for Veterans.

This acquisition was effected without the transfer of consideration and as such an inherent contribution of \$123,650 was recognized, which represented the acquisition date fair values of the identifiable assets acquired, there was no assumption of liabilities. Identifiable assets acquired comprised solely of equipment.

17. CONCENTRATIONS

FEDCAP provides building services for federal buildings, which comprised 21% and 28% of total revenues during the years ended September 30, 2016 and 2015, respectively. FEDCAP provides offsite data entry personnel, custodial and other services to various branches of the state and city government through one New York State organization, which comprised 10% and 12% of total revenues during the years ended September 30, 2016 and 2015, respectively. FEDCAP provides homecare services to one customer comprising 2% of total revenues during the years ended September 30, 2016 and 2015, respectively.

Financial instruments that potentially subject FEDCAP to concentrations of credit and market risk consist principally of cash and cash equivalents on deposit with financial institutions, which from time to time may exceed the Federal Deposit Insurance Corporation ("FDIC") limit. Management does not believe that a significant risk of loss exists due to the failure of a financial institution.

18. SUBSEQUENT EVENTS

FEDCAP evaluated its September 30, 2016 consolidated financial statements for subsequent events through March 6, 2017, the date the consolidated financial statements were available for issuance. Except as discussed in Note 8, above, and the subsequent paragraphs, FEDCAP is unaware of any events which would require recognition or disclosure in the accompanying consolidated financial statements.

On November 1, 2016, GP entered into a combination agreement with Seacoast Pathways, Inc to become its sole member. The determination to acquire Seacoast Pathways, Inc. was predicated on the similarities in mission and a geographic expansion of services in the New England Region. The mission of Seacoast Pathways is to support adults living with mental illness on their paths to recovery through the work-ordered day.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

On February 1, 2017, FRS entered into a combination agreement with Single Stop USA, Inc to become its sole member. The determination to acquire Single Stop USA, Inc. was predicated on the similarities in mission. Single Stop provides coordinated services to holistically connect people to the resources they need to attain higher education, obtain good jobs, and achieve financial self-sufficiency.

SUPPLEMENTARY INFORMATION

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidating Schedule of Financial Position
As of September 30, 2016

	Fedcap Rehabilitation Services, Inc.	Wildcat Services Corporation	ReServe	Community Work Service	Easter Seals NY	Granite Pathways	Red Mango	Easter Seals RI	Eliminations	Consolidated
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ 9,326,202	\$ 186,544	\$ 47,664	\$ 571,871	\$ 667,776	\$ 19,110	\$ 149,567	\$ 500	\$ -	\$ 10,969,234
Accounts receivable (net of allowance for doubtful accounts of approximately \$(2,080,000 in 2016 and \$(2,619,000 in 2015))	24,657,100	2,674,155	913,628	469,510	1,545,174	128,971	-	53,081	-	33,441,617
Intercompany accounts receivable	8,463,752	-	-	-	-	-	-	-	(8,463,752)	-
Contributions receivable (net of allowance for uncollectible contributions of approximately \$115,000 in 2016 and 2015)	1,018,882	-	750	559	21,151	-	-	-	-	1,641,133
Inventories, net	393,096	-	-	11,851	7,992	-	-	-	-	414,939
Prepaid expenses and other assets	2,232,565	14,916	855	3,458	562,553	1,750	-	10,600	-	2,826,486
Total current assets	46,093,597	2,875,615	962,897	1,057,020	5,804,446	149,831	149,567	64,190	(8,463,752)	48,693,411
Investments	16,378,155	-	230,695	-	730,702	-	-	5,521	-	17,345,073
Fixed assets, net	67,345,274	10,265	34,274	478,771	7,703,118	137,333	123,650	22,485	-	75,855,170
Art objects	21,750	-	-	-	-	-	-	-	-	21,750
Beneficial interest in remainder trust	37,811	-	-	-	561,440	-	-	36,441	-	575,912
Other assets	572,920	-	-	-	2,100	-	-	-	-	575,020
	84,335,910	10,265	264,969	478,771	8,937,580	137,333	123,650	64,447	-	96,272,925
Total assets	\$ 130,449,507	\$ 2,885,880	\$ 1,227,864	\$ 1,535,791	\$ 14,742,026	\$ 287,164	\$ 275,217	\$ 128,637	\$ (8,463,752)	\$ 143,066,336
LIABILITIES AND NET ASSETS										
CURRENT LIABILITIES										
Accounts receivable and accrued liabilities	\$ 24,733,414	\$ 219,517	\$ 2,907	\$ 293,189	\$ 1,238,455	\$ 15,299	\$ -	\$ 7,219	\$ -	\$ 26,530,000
Intercompany payable	-	5,567,141	1,585,662	917,475	1,971,283	171,848	156,665	89,677	(8,463,752)	-
Deferred revenues	382,442	38,240	23,660	8,676	703,901	-	-	-	-	1,156,919
Advance from government agency	-	-	-	-	-	-	-	-	-	-
Current portions of long term debt	530,544	-	-	28,989	195,462	-	-	-	-	754,995
Total current liabilities	25,646,400	5,844,898	1,616,229	1,248,329	4,109,101	187,148	156,665	96,896	(8,463,752)	28,441,914
LONG-TERM LIABILITIES										
Obligations under capital leases	36,580,451	-	-	31,125	60,864	-	-	-	-	36,672,420
Long-term debt, net of current portion	17,520,000	-	-	-	6,423,320	-	-	-	-	23,943,320
Revolving loans	15,453,272	-	-	-	3,033,426	-	-	-	-	18,486,698
Other liabilities	1,173,827	-	-	20,853	997,189	-	-	-	-	2,191,849
Total liabilities	96,373,920	5,844,898	1,616,229	1,300,287	14,623,900	187,148	156,665	96,896	(8,463,752)	107,736,201
NET ASSETS										
Unrestricted	34,768,272	(959,018)	(505,442)	227,756	(603,422)	100,014	116,552	31,741	-	33,176,455
Temporarily restricted	1,307,305	-	42,079	-	219,888	-	-	-	-	1,569,272
Permanently restricted	-	-	75,000	7,768	501,660	-	-	-	-	584,428
Total net assets	36,075,577	(959,018)	(388,363)	235,524	118,126	100,014	116,552	31,741	-	35,330,135
Total liabilities and net assets	\$ 130,449,507	\$ 2,885,880	\$ 1,227,864	\$ 1,535,791	\$ 14,742,026	\$ 287,164	\$ 275,217	\$ 128,637	\$ (8,463,752)	\$ 143,066,336

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidating Schedule of Activities
For the year ended September 30, 2016

	Unrestricted								Consolidated
	Fedcap Rehabilitation Services Inc.	Wildcat Services Corporation	ReServe	Community Work Services	Easter Seals New York	Granite Pathways	Red Mango	Easter Seals Rhode Island	
REVENUES									
Contract services and products	\$ 93,664,468	\$ 7,418,081	\$ -	\$ 1,066,099	\$ -	\$ -	\$ 169,570	\$ -	\$ 102,312,128
Rehabilitation and vocational programs	81,670,495	1,758,623	4,280,802	3,808,639	28,685,196	179,279	-	53,084	120,436,118
Contributions and grants	944,257	-	154,932	708,267	1,451,596	153,118	-	4,146	3,416,316
Inherent Contribution	-	-	-	-	-	9,841	123,650	68,889	202,380
Interest Income	122,888	-	500	339	900	-	-	-	124,717
Miscellaneous revenue	1,672,579	-	-	-	124,804	-	-	-	1,797,383
Net assets released from restrictions	540,563	-	79,691	60,094	65,472	-	-	-	745,820
Total revenues	178,615,250	9,176,704	4,515,015	5,637,548	30,327,968	342,238	293,220	126,119	229,034,862
EXPENSES									
Program services									
Contract services and products	83,569,706	5,979,051	-	1,248,252	12,883	-	176,668	-	90,986,554
Rehabilitation and vocational programs	69,969,060	1,789,578	4,087,098	3,023,512	26,675,295	242,222	-	75,774	105,862,539
	153,538,766	7,768,629	4,087,098	4,271,764	26,688,178	242,222	176,668	75,774	196,849,093
Supporting services									
Management and general	23,873,234	1,116,637	758,753	1,367,821	2,398,047	-	-	27	29,544,519
Development	407,466	-	-	57,736	1,192,805	-	-	18,577	1,676,578
	24,280,700	1,116,637	758,753	1,425,557	3,590,852	-	-	18,604	31,181,697
Total expenses	177,819,460	8,875,266	4,845,851	5,697,315	30,279,030	242,222	176,668	94,378	228,030,196
Change in net assets - Unrestricted	795,790	301,438	(329,836)	(5,967)	48,938	100,016	116,552	31,741	1,064,672
Net assets at beginning of year - Unrestricted	33,972,482	(1,260,456)	(175,606)	287,703	(652,360)	-	-	-	32,171,763
Net assets at end of year - Unrestricted	\$ 34,768,272	\$ (959,018)	\$ (505,442)	\$ 227,736	\$ (603,422)	\$ 100,016	\$ 116,552	\$ 31,741	\$ 33,176,435
Temporarily Restricted									
	Fedcap Rehabilitation Services Inc.	Wildcat Services Corporation	ReServe	Community Work Services	Easter Seals New York	Granite Pathways	Red Mango	Easter Seals Rhode Island	Consolidated
REVENUES									
Contributions and grants	\$ -	\$ -	\$ 90,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 140,000
Net assets released from restrictions	(540,563)	-	(79,691)	(60,094)	(65,472)	-	-	-	(745,820)
Total revenues	(540,563)	-	10,309	(60,094)	(15,472)	-	-	-	(605,820)
Change in net assets - Temporarily Restricted	(540,563)	-	10,309	(60,094)	(15,472)	-	-	-	(605,820)
Net assets at beginning of year - Temporarily Restricted	1,847,868	-	31,730	60,094	235,360	-	-	-	2,175,052
Net assets at end of year - Temporarily Restricted	\$ 1,307,305	\$ -	\$ 42,039	\$ -	\$ 219,888	\$ -	\$ -	\$ -	\$ 1,569,232

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Schedule of Functional Expenses
For the year ended September 30, 2016 (with comparative totals for the year ended September 30, 2015)

	Program Services			Supporting Services			2015	
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	Total Expenses	Total Expenses
Salaries and related expenses	\$ 62,472,043	\$ 64,699,672	\$ 127,171,715	\$ 13,305,571	\$ 548,937	\$ 13,854,508	\$ 141,026,223	\$ 98,596,857
Professional fees	88,039	3,172,244	3,260,283	2,730,162	118,227	2,848,389	6,108,672	2,946,116
Professional development and evaluation	31,287	497,833	529,120	66,370	17,509	83,879	612,999	354,221
Materials and supplies	4,818,219	1,345,536	6,163,755	271,163	69,825	340,988	6,504,743	5,561,003
Commissions	2,550,631	-	2,550,631	-	-	-	2,550,631	2,851,156
Telephone	137,463	551,903	689,366	571,165	13,905	585,070	1,274,436	532,692
Postage and shipping	867,968	174,743	1,042,711	152,700	4,083	156,783	1,199,494	1,167,836
Insurance	1,165,185	770,839	1,936,024	675,994	2,486	678,480	2,614,504	1,481,855
Occupancy costs	293,812	12,457,302	12,751,114	840,604	51,048	891,652	13,642,766	11,597,130
Equipment rental and maintenance	361,995	290,220	652,215	233,338	4,434	237,772	889,987	908,295
Equipment purchases	245,883	64,505	310,388	19,769	400	20,169	330,557	916,906
Client transportation and travel	211,300	3,817,505	4,028,803	581,664	21,773	603,437	4,632,240	3,297,476
Subscription and printing	61,725	36,171	97,896	118,184	38,866	157,050	254,946	143,066
Technology	121,860	725,665	847,525	1,587,013	16,738	1,603,751	2,451,276	2,668,360
Interest expense and bank charges	138	32,062	32,200	3,444,176	114	3,444,290	3,476,490	2,716,860
Bad debt provision (recover)	-	102,377	102,377	943,999	-	943,999	1,046,376	(206,665)
Subcontractor expense	16,967,218	10,184,819	27,152,037	39,767	-	39,767	27,191,804	28,438,117
Stipends	138	4,336,265	4,336,403	85,598	6,845	92,443	4,428,846	4,309,753
Security guard expense	2,376	684,253	686,629	63,729	-	63,729	750,358	447,368
Other	433,246	1,177,447	1,610,693	755,463	758,426	1,513,889	3,124,582	1,660,233
Total expenses before depreciation and amortization	90,830,526	105,121,359	195,951,885	26,486,429	1,673,616	28,160,045	224,111,930	170,388,637
Depreciation and amortization	156,028	741,180	897,208	3,018,090	2,962	3,021,052	3,918,260	3,318,960
Total expenses	\$ 90,986,554	\$ 105,862,539	\$ 196,849,093	\$ 29,504,519	\$ 1,676,578	\$ 31,181,097	\$ 228,030,190	\$ 173,707,597

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.



GRANITE PATHWAYS BOARD MEMBERS

May, 18, 2017

Matthew Boyle – Board Chair

[REDACTED]

Christine McMahon

[REDACTED]

Andrea Mitsch

[REDACTED]

Pamela Brown

[REDACTED]

Lynne Westaway

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Jacqueline Ellis

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dulcinea Kaufman

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Debora Jameson

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Frances DeCinto

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Geri Foucher

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Ellen Malloy

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

William Rider

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Sue Taylor

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Julie Van Ryen

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Sara Treacy

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Sharon Musselman

[REDACTED]
[REDACTED]
[REDACTED]

Doreen Shockley

Summary of Skills and Qualifications

- Well organized, innovative and intensely motivated with ability to set priorities and allocate limited resources
- Skilled at managing communications and complex relationships with multiple stakeholders who have varying priorities and professional competencies
- Proficient in conducting gaps analyses and identify opportunities for capacity building

Professional Experience

GRANITE PATHWAYS – Concord, NH

Director of Programs and Services: February 2017 - Present

Responsible for overseeing program implementation, overall performance evaluation, and program budgets. Manage and organize documentation and reporting for any procurement processes, program compliance reports, and program metrics.

- Oversee a range of programs ensuring strong program implementation from a higher level of planning, execution, performance evaluation, and strategic growth management
- Ensure targeted program goals and outcome measures are being met by
- Ensure all staff executes requirements consistently with contract/policy
- Build partnerships, develop and ensure Memorandums of Understanding are executed with appropriate organizations across the state
- Participate in maintaining an up to date staffing plan including any recruitment, hiring, or on-boarding of new staff.
- Direct liaison to the State Bureau of Drug and Alcohol Services; Continuum of Care Network, and other assigned statewide stakeholder groups
- From a high level, analyze performance metrics and steer strategy and operations towards innovation for seamless care, targeted outcomes, and long-term sustainability
- Regular monitoring and identification of national, state, and local grant opportunities

HARBOR HOMES, INC. – Nashua, NH

**Project Director: Peer Recovery Support Services (PRSS) facilitating organization (FO) contract
June 2016 – April 2017**

Responsible for completion of an environmental scan in the state of New Hampshire to identify the readiness of PRSS for accreditation by the Council on Accreditation of Peer Recovery Services (CAPRSS) in Recovery Community Organizations (RCO).

Upon completion of the readiness scan, responsible for:

- Subcontracting with at least 5 organizations that are the “most ready” for CAPRSS accreditation
- Assist each organization with the CAPRSS accreditation process
- Provide technical assistance to contracted RCOs to enroll in Medicaid upon the establishment of a Peer Recovery Program provider type by the New Hampshire

Doreen Shockley

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[REDACTED]

Medicaid Program based on Federal Center for Medicaid and Medicare Services (CMS) and other federal and state requirements

- Determine the RCOs ability to establish a recovery center
- Develop individual RCO training, technical assistance and back office functional support
- Provide ongoing back office functions as needed (HR, financial, billing, etc.)
- Encourage communication and cooperation among RCOs through a “community of practice”
- Assist RCOs to engage with Regional Public Health Network continuum of care development work

UNIVERSITY OF SOUTH FLORIDA – *Tampa, FL (2000-2016)*

USF Health Morsani College of Medicine Department of Psychiatry and Behavioral Neurosciences

Departmental Administrator

June 2014 – June 2016

Serve as the primary administrative liaison between the College of Medicine Department of Psychiatry and all other affiliations within and outside of the University. Responsibilities include developing and recommending priorities and alternative strategies for the department Chair to attain clinical, educational and research objectives. Evaluate the departmental financial, human resources, facility, equipment and administrative capabilities in compliance with Federal, State, University, University Medical Services Association (UMSA) and Medical Services Support Corporation (MSSC) rules and regulations.

- Coordinate all financial activities within the department,
- Prepare and present the departmental all source budget (over \$10 million) to Dean’s Office,
- Monitor and safeguard compliance of each cost center within the department,
- Manage the recruitment of faculty and staff,
- Responsible for personnel management of department staff including recruiting, interviewing, hiring, training, evaluating, counseling, disciplining and terminating employees (20+ faculty and 40+ staff),
- Assist faculty in finding, applying, obtaining and administering sponsored research awards (federal, state and privately sponsored),
- Identify inefficiencies to streamline and improve business processes while reducing overall costs,
- Meet regularly with faculty and non-faculty clinical providers to review financial status; provide encouraging feedback for positive financial contribution and recommend techniques to improve negative financial contribution to overall department,
- Develop and implement communication to all faculty and staff to confirm all are informed,
- Monitor procedural billing codes and compare to local, state and national benchmarks,
- Develop practice support guidelines to facilitate improved efficiency, patient care and customer satisfaction, and
- Monitor scheduling, missed appointments, gross slots available, used/vacant slots, clinical changes/cancellations, payer mix, charge capture, timely charge entry and other parameters to maximize utilization and reimbursements.

Doreen Shockley

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University of South Florida Health Morsani College of Medicine Business Office

Assistant Director

September 2012 – June 2014

Responsibilities included providing the USF Health College of Medicine nineteen departments support with all financial questions for all funding sources.

- Responsible for all compliance matters for USF Health related to procurement and other audit related issues for all funding sources,
- Completed the annual financial accreditation report for the USF College of Medicine Liaison Committee on Medical Education (LCME) for FY 2012 requiring coordination and collaboration with nineteen departments within the College of Medicine
- Worked very closely with departments on all research related matters including the administration of clinical trials,
- Cooperated with central offices at USF, UMSA/MSSC, Research Foundation and USF Foundation on financial matters that crossed entities,
- Served on the USF Expenditure Policy Committee as the USF Health Representative overseeing financial matters and USF business processes that relate to purchasing, accounts payable, PCard and Property matters for all funding sources.

Research Financial Management

August 2000 – September 2012

University Assistant Controller/Accounting Manager

October 2011 to September 2012/September 2007 – October 2011

Responsibilities expanded to include:

- Training and managing a team of three lead grant financial administrators and eleven grant financial administrators,
- Responsible for the financial set up in USF system of record and administration of all sponsored awards at the university,
- Assisting with the preparation of site visits as well as being available during site visits,
- Oversaw all aspects of the daily financial administration to ensure compliance with federal, state, sponsor and USF guidelines, regulations and policies,
- Developed and implemented business processes to ensure consistency, accuracy and efficiency while safeguarding all stakeholders were made aware.

Lead Grant Financial Administrator

January 2006 September 2007

Responsibilities expanded to include:

- Training and mentoring two Grant Financial Administrators for Health Science Center,
- Responsible for assisting in the creation of a standard, consistent training program within the Department,
- Other duties include but are not limited to those as a Grant Financial Administrator and training others to complete the same responsibilities.

Grant Financial Administrator

April 2003 - January 2006

Doreen Shockley

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- Responsible for budget and expenditure reconciliation, financial reporting and invoicing for research contracts and grants for over 6 Campus Departments/Colleges including Moffitt Cancer Center Hospital,
- Responsible for financial reporting and invoicing to sponsors, approving and processing budget transfers, payroll and non-payroll expenditure transfers,
- Communicate effectively with Departments' staff including Principal Investigators,
- Reviewed federally required effort certification (PERT) as it related to contracts and grants to certify compliance and commitments,
- Reconciled and closed sponsored contracts and grants,
- Super user in FAST assigned to the FAST Team for the PeopleSoft 8.9 upgrade (FAST is USFs financial system of record)

Senior Accountant

August 2000 – April 2003

- Responsible for processing paperwork including revenue analysis, cash flow report, wire transfers to and from local accounts and clearing account, and audit of paperwork,
- Responsible for researching Federal contracts and grants as they related to OMB Circular A-21, OMB 133 and OMB 110,
- Interviewed Principal Investigators and staff to ensure compliance with federal regulations for Cost Accounting Standards,
- Researched pertinent CFR regulations as well as state regulations on education projects,
- Made recommendations for compliance and responsible for seminars to educate staff on compliance with federal regulations,
- Assisted with implementation of Accounts Receivable system in Post Award Services using QuickBooks Pro software,
- Temporary Senior Accountant responsible for financial management for over 200 research contracts and grants including reporting, invoicing, cost sharing, cost accounting standards and other various responsibilities mainly with Education grants

Education

- University of South Florida, Master of Arts, *Rehabilitation and Mental Health Counseling*, in progress
- University of South Florida, Master of Arts, *Gerontology*, 2015
- University of South Florida, Bachelors of Arts, *Gerontology*, 2011

Technical Knowledge

MS Office Suite including, Excel, PowerPoint, Word

Adobe

Social media platforms

QuickBooks accounting software

Proficient at rapidly learning system specific databases and software. (Historical knowledge with University of South Florida databases including PeopleSoft/Oracle, Finance Mart, CODA, Budgets +, FAIR/FAR, PERT and USF Foundation Financial Data Bases).

Committees/Awards:

USF Expenditure Policy Committee 2012-2014

Doreen Shockley

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Presenter at National Council of University Administrators (NCURA) March 2011
USF PeopleSoft Super User 2004-2010
USF The Research Administration Improvement Network (TRAIN) Award 2009
USF Departmental Business Standardized Process Group 2008-2009
USF Outstanding Staff of the Year Award 2007
USF Quiet Quality Award 2005
USF Core Lead for financial PeopleSoft transition in July 2003 (2000-2004)

References:

Carol Furlong, Vice President of Operations, Harbor Homes, Inc. 45 High Street, Nashua, NH 03060, (603) 459-9587, c.furlong@nhpartnership.org

Jennifer Condon, Controller and Assistant Vice President for Business and Finance, University of South Florida, 4202 East Fowler Avenue, ALN147, Tampa, Florida 33620 (813)974-6066, jcondon@usf.edu.

Glenn Currier, MD, MPH, Professor and Chair Psychiatry and Behavioral Neurosciences, University of South Florida, 3515 E. Fletcher Avenue, MDC14, Tampa, Florida 33620 (813)974-4657, gcurrier@health.usf.edu.

Kailie Shaw, MD, Emeritus Professor, Psychiatry and Behavioral Neurosciences, University of South Florida, 3515 E. Fletcher Avenue, MDC14, Tampa, Florida 33620 (813)974-2805, kshaw@health.usf.edu.

Annalisa Heig, Manager – Fiscal & Business, Psychiatry and Behavioral Neurosciences, University of South Florida, 3515 E. Fletcher Avenue, MDC14, Tampa, Florida 33620 (813)974-4798, aheig@health.usf.edu.

Christine Borelli, Program Supervisor, Moffitt Cancer Center, 12902 USF Magnolia Drive Tampa, FL 33612 (813)745-6874, Christine.Borelli@moffitt.org.

**Dare Mighty Things
Portsmouth, NH
National Guard Youth ChalleNGe Program (NGYCP)
STARBASE – 2.0 Department of Defense (DoD)**

2008 – 2013

➤ ***National Events Manager and Contract Negotiator***

- Orchestrated over 100 conferences and training events
- Served 34 locations nationwide
- Managed budgets of up to \$1M per event
- Successfully managed large staff, volunteers, sub-contractors, presenters and keynote speakers, including celebrities
- Conducted post-event analysis, budget recaps and participant surveys
- Substantially increased ROI by negotiating discounts up to 35% below standard costs while maintaining event caliber
- Prepared RFP's, conducted site inspections, and managed contracting process with all venues, vendors and services
- Managed all requirements for event agendas, hotel rooms and conference space, food and beverage, invoicing, registration, training materials, AV, travel, on-site support and VIP's

➤ ***Training and Development Consultant***

- Adjunct faculty member responsible for training adult staff members representing 34 NGYCP programs nationwide
- Needs assessment lead for both NGYCP and Department of Defense STARBASE/2.0 programs
- Benchmarking lead for capturing promising practices and facilitating problem solving with program leadership and staff
- Facilitated team building and experiential learning exercises
- E-learning and webinar development, management and execution
- Data Analysis culminating in White Paper

Dover NH Police Department

2002 - 2006

➤ ***Substance Abuse Prevention Coalition Director and Outreach Coordinator***

- Provided oversight for substance abuse prevention and health education initiatives
- Conducted policy review and survey analysis
- Provided quality assurance for consistency in messaging and branding
- Delivered presentations to community members, the business community, civic organizations, law enforcement and fire service personnel, parents, high risk youth, grade 5-12 students, and teachers
- Assisted in all federal and state grant writing efforts, including grant award for "Project Promise" at Dover High School
- Brought community partners and resources together to improve the quality of life for youth and families, including use of Ropes Course

➤ **Event Manager**

- Managed annual signature Dover-National Night Out community event
- Managed all logistical aspects and content, including talent, vendors, demonstrations, entertainment, musical performances, health tent, children's games, awards, and fireworks
- Increased attendance from 300 up to 10,000 attendees over 5 years, thus increasing prevention awareness, sponsorships and financial contributions

High Velocity Events

2007- 2013

➤ **Owner and Event Manager**

- Event Coordinator for first Annual UNH Sales Club Competition, Peter T. Paul College of Business and Economics
- Concert Event Manager for live and worldwide broadcast of Tenley Westbrook's Christmas for the Troops
- Event Manager for "Be the Star They Wish Upon", a fund raising gala to benefit the Child Advocacy Center of Rockingham County
- Event Manager for An Evening by the Sea, a gala cocktail party to raise funds to support breast cancer patients in the Seacoast area of NH
- Fund Raising and Event Consultant for Racing for Recovery, a national 501 (c) 3 Foundation to prevent substance abuse
- Event Coordinator for Greatness Group, Corporate Team Building Events

Howard Johnson Hotel and Sheraton Harborside

1990's

- **Hotel Manager**
- **Sales Manager**

VOLUNTEER WORK

- **Safe Harbor Recovery Center Volunteer**
- **Military Awareness and Education Sub Committee Member for NH Legislative Commission on PTSD and TBI**
- **CCAR Nationally Certified Independent Recovery Coach**
- **NH Military and Civilian Alcohol and Drug Committee**
- **Military Culture Training NH**
- **New Futures Advocate**

ACADEMIC HISTORY

- **BA, Communications** University of Southern Maine
- **AS, Retail Management** New England/Westbrook College
- **Certified Mediator** University of Southern Maine

Kimberly A. Hyslop

EDUCATION & CERTIFICATION

Certified Recovery Support Worker, NH Board of Licensing for Alcohol and Other Drug Use Professionals	July 2016 to June 2018
Granite State College Human Services, Bachelor's Degree	Currently enrolled
Lakes Region Community College Human Services, Associates Degree	September 2012 to May 2015
Lakes Region Community College Associate in Science, Restaurant Management	September 2000 to May 2014
Serve-Safe Certificate	September 2001
On24 Webinar Academy Webinar Pro Certificate	September 2013

VOLUNTEER WORK

NAMI-NH Volunteer and Practicum Lakes Region Community College President, Student Senate	September 2014- December 2014
President, C.A.R.E Society	May 2013- May 2014
Member, Student Senate	May 2012- May 2013
President, Hospitality Club	May 2002- May 2003

WORK HISTORY

Accenture Federal Services New Hampshire National Guard Substance Abuse Prevention Coordinator	11/2015 to Present
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Responsibilities Include:

- *Facilitates annual training with National Guard service members to meet substance abuse Army requirements.*
- *Facilitates Unit Risk Inventory surveys with service members. Uses data to create a risk mitigation plan to share with Commanders and works with the Commanders to target their Units specific prevention needs.*
- *Case management. Assists service members struggling with Alcohol and drugs. Reports case updates to commanders weekly or monthly.*
- *Creates and spreads prevention messaging specific to military service members.*
- *Completes numerous annual online trainings such as DOD Information Assurance Awareness, DOD IWatch Antiterrorism, Ethics & Compliance, HIPAA/Privacy Act Clinical Training, Operations Security Awareness, Alcohol & Drug, Army culture and more (certificates furnished upon request).*
- *Represents AFS and the National Guard at numerous community meetings, including, but not limited to, Suicide Prevention Council, Family Member Support Suicide Prevention, Training Advisory Committee, Coordination of Services for Military/Veterans Sub-Committee, NH*

Community Health promotion/Resilience, Risk & Reduction, Governors Commission on Alcohol & Drug Abuse, Prevention, Intervention and Treatment and more.

- *Records prevention education and submits reports to the Army National Guard and Accenture Federal Services databases on a regular basis.*

**New Hampshire Training Institute on Addictive Disorders and the
New Hampshire Alcohol and Drug Abuse Counselors Association
Training Coordinator**

2/2008 to 11/2015

Responsibilities Include:

- *Performed multiple functions needed to implement regularly scheduled substance abuse treatment, recovery and prevention training events. Assisted in choosing topics, contacting presenters, preparing materials, participant registration, equipment set up, room setup and presenter support.*
- *Served as a resource for addiction professionals, mental health professionals and the general public.*
- *Completed Continuing Education Unit (CEU) applications for scheduled events, monitored CEU information and served as the agencies contact person.*
- *Responsible for being the key support person for presenters including but not limited to Scheduling the event, securing accommodations, collecting handouts, presenter assistance and more.*
- *Summarized evaluation data for quality assurance, as well as tracked statistics, feedback and report preparation.*
- *Was responsible for marketing a clearinghouse of NH professional development resources.*
- *Applied creative photography and desktop publishing skills in the production of various documents/applications.*
- *Created and maintained several extensive databases for training events.*
- *Tracked payment of registration fees as well as invoiced participants and/or agencies for payment. Tracked and monitored credit card applications, online payments and registration fees.*
- *Performed general clerical duties to include but not limited to: directing phone calls, mass emailing/marketing, photocopying, faxing, mailing and filing.*
- *Created and maintained social networking through Facebook as well as updating and maintaining the website www.nhadaca.org.*
- *Attended numerous training events that are drug and alcohol related*
- *Coordinated, managed and recorded webinar trainings.*
- *Proficient in Adobe Connect, Adobe In Design, Adobe Photoshop, PowerPoint, Microsoft Excel, Outlook, Publisher, Access and Word.*

Horizons Counseling Center

Administrative Assistant

7/2008 to 12/2012

Responsibilities included:

- *Maintaining and implementing monthly client and insurance billing. Extensive knowledge in billing programs such as Medicaid EDS and Therapist Pro.*
- *Assisted in the coordination of counselor schedules using the Therapist Pro database program.*
- *Receptionist duties such as greeting clients and visitor, answering and directing phone calls, data entry, word processing, photocopying, faxing, mailing and filing.*
- *Screened clients in person and by telephone.*
- *Created and managed marketing documents using Microsoft Publisher.*

- *Maintained ethical practices and client confidentiality.*
- *Managed QuickBooks and other clerical duties.*

Hyslop & Associates

8/2006 to 2/2008

Administrative Assistant

Responsibilities included:

- *Answering and directing phone calls and emails.*
- *Taking registrations via email, phone and walk-ins.*
- *Printing class booklets and brochures.*
- *Managed multiple databases*

References

Jessica Blais, Alcohol & Drug Control Officer

603-227-1571

Accenture Federal Services

(Please don't contact Jessica prior to a position being negotiated)

SFC Edward Clements, Substance Abuse Program Coordinator

603-227-1579

Army National Guard

(Please don't contact SFC Clements prior to a position being negotiated)

Dianne Pepin, Executive Director

603-724-7520

New Hampshire Alcohol & Drug Abuse Counselors Association

Shannon Quinn,

603-227-5889

Bureau of Drug and Alcohol Services

Ginger Ross

CRSW Supervisor, FedCap

603-918-6510

Craig A. Barnaby

[REDACTED]

[REDACTED]

[REDACTED] 603-220-0567

[REDACTED]

Objective:

To obtain a position in the field of Addiction Recovery, working in service to others, their families, and our community.

Qualifications:

Trained Recovery Coach, Recovery House Manager, Sponsor and mentor with nine years clean and sober. Proven ability to motivate others while affectly managing and building strong relationships.

Ability to work independently within established policies and procedures under limited supervision of management team.

Key Accomplishments: Recognized as Salesman of the Month numerous times while employed with Nestles Water Company. As Territory Sales Rep, I was able to increase customer base which resulted in the direct ability to add new territories. After relocating to Maine, I started a flooring business, CB Flooring, which I built and managed successfully for seven years. While working as the Overnight Manager for Hannaford, I led my team to accomplish our store's first ever million dollar week in sales in it's 17 year history. As a Retail Sales Manager with Kellogg's, continually exceeded goals and expectations on a yearly basis.

Relevant Experience:

Kellogg's	6/4/2009 to present RSM Boston Zone
Friendship House	5/2008 to 3/2009 House Manager
Floor Installer	4/2007 to 5/2008
Hannaford	3/2006 to 3/2007 Overnight Manager
Floor Installer	3/2005 to 3/2006
MRNA	11/2001 to 3/2005

Ryan C. Fowler

- Trained, certified recovery coach. Working towards CRSW
- Motivated, organized and committed to helping people with substance use disorders
- Natural leader with experience educating people
- Dependable and dedicated; willing and eager to do what it takes to succeed
- Well-spoken and articulate- experienced speaking in public forums
- Currently employed at Helping Hands Safe Station Respite Care in Manchester NH

Experience

September 2015 – March 2016

Stamp Stampede

Manchester, NH

Field Organizer

- Grassroots political activism dealing with money in politics and corruption
- Daily spreadsheets and data entry
- Point person for contacts throughout New Hampshire
- Setting up stamping stations inside businesses throughout NH, maintaining stations, and sales.
- Organizing events and volunteers.
- Making phone calls and sending emails for outreach, volunteers, and organizing.

Summer 2008-Autumn 2015 (seasonal)

Rockingham Fireworks

Seabrook, NH

Sales/Inventory

- Customer service, operating cash register, orchestrating sales and fireworks shows.
- Inventory control and product placement.
- Overseeing grounds, maintenance, employees, and advertising.

March 2015 – September 2015

Kimi Nichols Center

Plaistow, NH

Direct Support Provider for Adults with Developmental Disabilities

- Provide emotional and social support for disabled adults
- Provide transportation for clients.
- Work as a shadow while clients work their retail job
- Received certification to work disabled people through Relias training.

Education & Skills

High School Diploma
Winnacunnet High School
Hampton NH

Skills: Typing , leadership, customer service, sales, political organizing, math, data entry, motivational interviewing, problem solving, critical thinking

CPR Certified

New Leaders Council
Fellowship

Certified Recovery Coach
-CCAR

Relias Online Training
-Direct Support

Working towards CRSW

References

John Murphy (Program Manager Helping Hands Safe Station Respite) (603)-820-5723

Sandi Coyle (603)-454-4623

Elizabeth Miller (Safe Harbor Recovery) (617)-365-9941

Angela Whiting (603)-748-8119

John Iudice – (603) -591-3707

Shannon Obey McMichael (Rockingham Fireworks) (603) 491 8379

Virginia (Ginger) A. Ross

[REDACTED]

[REDACTED]

[REDACTED]

RESUME

CREENTIALS

- Recovery Coach Trainer, March 2015, CCAR Model ~ NH Training Institute on Addictive Disorders
- Facilitated and co-facilitated six Recovery Coach Academies in recent eight months

TRAINING – NH Training Institute on Addictive Disorders. 6CEs each

- Substance Abuse Counseling Skills and Core Functions, March, 2015
- Peer to Peer Recovery Support Services, May, 2015
- Treating Anxiety and Depression with Cognitive Behavioral Therapy, June, 2015
- Ethical Issues for Recovery Support Workers, Expected June, 2015
- Addressing the Legacy of Trauma with both School-Age Children & Adults with Claudia Black, PhD., Sept., 2015

EDUCATION

Bachelor of Psychology, Forensic studies, Southern New Hampshire University, Manchester – Portsmouth, Expected completion May, 2017

EMPLOYMENT HISTORY

NH Alcohol & Drug Abuse Counselors Association, Concord, NH, Project Manager Jan., 2015

- Recovery Key Stakeholder Meetings including NH Governor's Commission Recovery Task Force, NH Governor's Commission Prevention Task Force
- Fundraising Committee
- Strategic Planning Committee
- Website Redesign and Management
- Public Relations
- Advocacy

The Beach Plum, North Hampton, NH, Manager

2012-2014

- Supervise and manage 35 staff members in a fast pace, high volume seasonal establishment.
- Front- & Back-of-House Operations
- Teambuilding/Training/Supervision
- Safety/Sanitation/Quality Controls
- Vendor/Inventory Management

Ideal Ideas Inc. – NH Wedding Magazine, Hampton, NH

1998-2007

- Founder and developer of NH Wedding Magazine
- Manage complete operations, staff hiring, training, schedules, evaluations.
- Coordinate all Bridal Expo productions, including timely scheduling, set up, sales, advertising & promotions, food & beverage and print literature
- Wrote, produced, published and marketed NH Wedding Magazine in its entirety
- Designed, developed and produced NHWeddingMagazine.com
- Etiquette Column “Ask Ginger”

Marriott Corp., - Nashua, NH and Newport, RI

1989-1995

Banquet Maitre’ D, Beverage Control Manager, Restaurant Manager, Catering Sales Manager

- Manage entire banquet department including staff hiring, training, evaluations, work schedules, food service, guest satisfaction, inventory levels, budgeting
- Restaurant Supervisor – Staffing, training, scheduling, guest satisfaction
- Quality assurance
- Conducted daily and monthly wine, and beverage, training
- Conducted monthly district wine and beverage, training
- Managed hotel beverage ordering, inventory and budgeting
- Established promotional events, motivated staff and tracked increased sales

US Army, Ft. Lewis, Washington; Kirchgoens, Germany

1980-1984

Amanda Dubois

CERTIFICATIONS

Certified Recovery Support Worker (CRSW)

NH Alcohol and Drug Abuse Counselors Association, Approved May 2016 – Valid until May 2018.

EDUCATION

Keene State College- Keene, NH - 2006-2009

Bachelor of Science: Psychology

Associate of Science: Chemical Dependency

Central High School - Manchester, NH – Class of 2004

SKILLS

- Complex problem solving
- Client service focused
- Highly personable
- Work well in crisis situations
- Exceptional oral and written communication

WORK HISTORY

Case Manager and Recovery Support Worker; 09/2015 to Current

Chrysalis Recovery Center IDCMP- Concord NH

- Handle case management for 300+ monthly clients, twice monthly phone or in person contacts.
- Provide counseling to self-referred clients for recovery support counseling individual sessions.
- Work as a collaborative team to run the counseling and IDCMP office. Provide support staff coverage during the weekend overnight education programs in Northwood location.

Residential Support Specialist, 05/2015 to 09/2015

Riverbend- Concord NH

- Provide Medication and Service to clients in their home and community

Psychiatric Adolescent Residential Instructor, 09/2014 to 02/2015

Easter Seals - Manchester, NH

- Provided social and living skill-development training to increase individual independence

Assistant Teacher, 04/2013 to 09/2014

Main Street Kids Connection - Goffstown, NH

- Created structure using child development skills necessary for growth

Substitute Teacher, 03/2011 to 10/2013

Manchester School District - Manchester, NH

- Worked closely with children affected by autism, asperger's and behavioral issues

Parent Aide, 06/2011 to 09/2013

Child and Family Services - Manchester, NH

- Worked with biological parents and their children on addiction support counseling, behavior management, family based counseling, nutrition education, household management, community resource and support, health care management and child development education

Intern, 06/2009 to 09/2009

Serenity Detox Center- Manchester, NH

- Performed intake and discharge on clients who were detoxing from addiction.

03/07/2017

Allen Irwin


Employment:

Skip's Marine 04/2004 – 08/2008

Position: Technician – Service Manager

Duties: Include but not Limited to: Managing all operations, Office Duties, Customer Service, Mechanical Repair, Cosmetic/FiberGlass Repair, and Detailing

Andrew's Marine Service 05/2008 – 08/2008

Position: Technician Fill in for Head Technician

Duties: Mechanical Repair

M & J Certified Marine Services 04/2009 - 06/2010

Position: Service Technician

Duties: Mechanical Repair

Professional Car Care of NE 04/2011 - 06/2013

Position: Shop Manager

Duties: Managing Operations within Dealership and Professional Detailing

Mr. Do It ALL 06/2013 - 06/2015

Position: Owner

Duties: Painting, Handyman Services, General Home Repair

Mr. Cues Billiards 07/2015 - Present

Position: Installer

Duties: Installation, Relocation, and Repairs of Pool tables

Ruby Tuesday 12/2016 - Present

Position: Waiter

03/07/2017

Education:

High School: Nashua High School North Graduated: 06/2006

Continued Education:

Lakes Region Community Technical College Graduated: 05/2008
• Focused on Marine Gas Propulsion (I/O & Outboards)

The Landing School of Boatbuilding and Design Graduated: 06/2009
• Focused on Any and All Systems onboard a Yacht up to 40'

Recovery Related Background

Recovery Coach Certification Acquired: 07/2016

Process Center OP House Manager: 05/2016 - Present

NHHA Board Member: Since 10/2016

Heroin Anonymous H & I Subcommittee Chair: Since 04/2016
• Creating, Building, and Organizing Committee from the ground up
• Overseeing all commitments going into Treatment Centers and Institutions across State
• Organizing Subcommittee and creating By-Laws that govern our committee

Sobriety - Sober Since 12/2015

References:

Brian Carroll - NHHA President - 603 - 759 - 6220

Justin Eiting - Process Center CEO - 781 - 389 - 5579

Michelle Vanage - Process Center Employee - 603 - 513 - 3431

Ashley Hurteau

RECOVERY ADVOCACY EXPERIENCE

Speaker at NH Legislative Press Conference 08/2016
Concord, NH

- Spoke to public about the importance of Medicaid Expansion in NH
- Answered questions from major statewide news outlets on recovery

Recovery Coaching Academy 07/2016
Nashua, NH

- Attended a vigorous CCRA week long training
- Became a certified Recovery Coach in the state of New Hampshire

PROFESSIONAL EXPERIENCE

Poco's Restaurant 07/2016 - Present
High End Mexican Cantina
Server
Portsmouth, NH

- Continue to execute exceptional service to patrons
- Enhance interpersonal communication skills daily with teammates, managers and customers

Aroma Joes May-July 2016
Iconic New England Coffee Shop
Barista
Somersworth, NH

- Enhanced customer service skills while creating lasting relationships with clientele

Weathervane Seafoods April 2009-December 2014
Seafood Restaurant
Server
Kittery, ME

- Provided five star service to patrons

SKILLS AND EXPERTISE

Public Speaking
Event Planning
Customer Service

Critical Thinking
Time Management
Social Media Maintenance

Problem Solving
Microsoft Word
Multi-Tasking

EDUCATION

Michaels School of Hair Design September 2002-June 2004
Obtained Cosmetology License after 1500 hours
Manchester, NH

Somersworth High School 08/1999-06/2002
Achieved a diploma in advance in general studies
Somersworth, NH

Dana James Lemire

Objective: Professional eager to utilize leadership, management, and business skills combined with recovery coaching, a medical background, and Substance Use Disorder experience to become an immediate asset to the organization. Enthusiastic to execute directives while able to reference lived experience with addiction. The desire to exceed expectations, while simultaneously achieving team goals and reaching overall organizational objectives.

Employment:

- 08/2016-Present **The Recovery Well, Dunbarton, New Hampshire**
 Co-Founder of The Recovery Well
 Responsible for Business Plan and execution of the plan for the organization
 Responsible for all financials, strategic planning, memorandums of understanding in the community
 Responsible for day to day operations of of recovery homes
 Responsible for recovery coaching to all home recoverees and partners
 Responsible for education and awareness program growth
- 09/2015-08/2016 **Hope for NH Recovery, Manchester, New Hampshire**
 Business Development Vice President-Leadership team member responsible for all revenue with workplace initiative program reported directly to President.
 Operations Manager-responsible for day to day operations of Manchester, NH Recovery Community Center
 Volunteer responsible for
- 01/2013-11/2013 **Business Development, Portland Winnelson, Portland, Maine**
 Responsible for organic start up of Manchester Winwholesale. Report directly to President.
 Created Business Plan for Manchester, NH market
 Responsible for site location of Manchester Winwholesale
 Responsible for monthly financials
 Responsible for Sales and Inventory budgets
 Responsible for assembling the team for new start up
 Responsible for Business Development and Strategic Growth of Manchester Winwholesale
 Responsible for initial capitalization and equity ownership of Winwholesale
- 01/2010-2012 **Purchasing Manager, Emerson-Swan, Randolph, Massachusetts**
 Responsible for Purchasing and Managing of Inventory assets. Report directly to Chief Operating Officer.
 Created and managed annual Inventory Budget which varied between 11M-13M
 Purchased and Managed 2 direct reports in Purchasing Department which purchased approximately 85M-90M annually from 60 manufacturers locally, regionally, nationally and internationally.
 Created reports and financials for Senior Management and Ownership daily, monthly and annually.
 Worked closely with each manufacturer to create systems and processes to reduce costs in the supply chain, increase fill rates and to reduce non-moving, returned, or dead inventory exceeding industry benchmarks.
 Attended monthly Manufacturers meetings and provided unit information for forecasting and budgeting. Reports for the current fiscal year and future manufacturing output required to meet Purchasing Forecasts to meet demand and to maximize rebates.
- 12/2006-2009 **Manufacturer's Representative, Emerson-Swan, Randolph, Massachusetts**
 Responsible for contributing to 20M regional sales budget. Report directly to Regional Manager.
 Responsible for the design, sale and performance of radiant and hydronic heating systems.
 Manage wholesale and contractor level purchase orders through delivery process.
 Provide product knowledge training for engineers, builders, wholesalers, and contractors.
 Work closely with each manufacturer represented to achieve sales goals.
 Create and submit yearly business plan to regional manager to assist in company objectives.

- 02/2006-12/06 **Sales Manager, Wilkins Mechanical Services, Manchester, New Hampshire**
 Responsible for 5.5M company sales budget. Report directly to General Manager.
 Manage four outside Sales Comfort Advisors
 Devise and execute new lead generation tactics
 Assist in marketing strategies for company
 Provide or arrange training for sales, service, maintenance, and plumbing departments
 Responsible for hiring and attrition of personnel in sales department
 Provide product knowledge training for NH Home Depot stores in Water Heater and HVAC programs.
 Implemented entire new sales strategy for company to go to market
 Improved overall company benefits through effective vendor negotiations
- 06/2005-02/2006 **Salesman, The Portland Group, Manchester, New Hampshire**
 Responsible for generating sales leads, prospecting and qualifying new customers, and growing current customer base in commercial, HVAC, new construction and service markets. Reported directly to Director of Sales and accountable for 2.9M sales territory. Sales territory grew from 2.9M annual revenue fiscal year 2004, to 3.5M annual revenue fiscal year 2005.
- 01/2005-06/2005 **Sales Manager, Lowe's Corporation, Worcester, Massachusetts**
 Responsible for 48M store sales budget for FORTUNE 12 home improvement company. Reported directly to Store Manager.
 Managed three core sales revenue streams: Commercial, installation and special order.
 Accountable for maintaining merchandising standards and accurate inventory levels.
 Hired and trained sales specialists (20 currently); responsible for their execution of the company's sales plan.
 Opened and closed facility. Performed cash office audits. Performed daily safety reviews.
 Resolved customer care situations.
 Successfully completed 11-week management training program consisting of learning the corporation's goals, objectives and methods to achieve such. Program involved training in various aspects of management, leadership, financials, inventory control, loss prevention, human resources, problem-solving and analytical thinking. Training also consisted of practical applications in an operating facility.
- 12/2003-07/2004 **Sales Manager, Thompson-Durkee, Inc., Allston, Massachusetts**
 Responsible for 17M company sales budget for multi-branch regional operation. Responsibilities included managing both inside and outside sales staff. Reported directly to owner of company.
 Assigned territories to 6 outside sales personnel. Validated customer types and price matrices
 Established 15% annual sales increase goal for 2004. Instituted commission reward for sales personnel. Implemented company sales trip promotion.
 Focused efforts to maintain and expand mechanical contractor customer base for state of New Hampshire. As sole commercial salesman for New Hampshire market, annual NH commercial sales revenues increased 67% (2002-2003).
 Responsible for quotation and buy out of commercial bid specification work and custom design.
 Established, organized, and coordinated routine multi-branch in-house training opportunities.
 Established, organized, and coordinated companywide monthly direct-mail flyers.
- 06/2002-12/2003 **Salesman, Thompson-Durkee-NOW, Inc., Manchester, New Hampshire**
 Responsible for 2.4M store sales budget. Responsibilities included managing New Hampshire sales and marketing strategies for regionally based Plumbing and Heating Supply Company, including lead generation, prospecting, generating new customers as well as maintaining existing customer base which was established prior to acquisition.
- 01/1996-06/2002 **President/Owner/Manager, NOW Wholesalers, Inc., Hooksett, New Hampshire**
 Purchased company. Responsible for 1.8M company sales budget, management, marketing, accounting, finance, and corporate development for 6-person Plumbing and Heating Supply Company.
 Company experienced approximately 300% sales growth during employment tenure. As sole outside Salesman, revenues increased 110% (1997-2001).
 Responsible for development of vendor, manufacturer, and customer relationships.
 Successfully negotiated acquisition and sale of company.
- 05/1994-12/1995 **Salesman/Generalist, NOW Wholesalers, Hooksett, New Hampshire**
 Responsibilities included inside and outside sales, purchasing, accounting, shipping & receiving, warehouse coordination and deliveries for family-owned Plumbing and Heating Supply Company.

Education:

2004-present

Southern New Hampshire University

Courses completed within Master of Business Administration program:

Macro-economics, Micro-economics and Business, Government and the Environment.

Johnson and Wales College, Providence, Rhode Island

Bachelor of Science, Food Service Management

Associate in Occupational Science, Culinary Arts

Military Service:

02/1992-02/1994 Corpsman, 1st Battalion, 4th Marines, Camp Pendleton, CA
 05/1991-01/1992 Basic Underwater Demolition School (BUDS), Coronado, CA
 02/1991-04/1991 Sick Call Duty, Naval Hospital, San Diego, CA
 09/1990-01/1991 Hospital Corpsman School, Great Lakes, IL
 06/1990-09/1990 Navy Boot Camp, Orlando, FL

Professional Development/Lectures:

12/2016 Substance Use Recovery Supports for Individuals with Intellectual and Developmental Disabilities
 10/2016 National Affiliation Recovery Residences Conference
 10/2016 Suicide Prevention Course
 01/2016 Universal Approach to Recovery-Oriented and Trauma-Informed Care
 12/2015 Hiv Trends & Treatment
 12/2015 Brass Tacs Recovery Peer Specialist Class
 09/2015 Recovery Language Messaging Seminar, Rivier College
 06/2015 Relapse Prevention Certificate, NHSP Concord NH, completed 12 week course
 07/2014 Phoenix House, Keene, NH completed 28 day residential program
 04/2013 Plymouth House, Plymouth, NH completed 14 day residential program
 07/2009 Plymouth House, Plymouth, NH completed 28 day residential program
 12/2008 Taco, Inc. product training
 09/2008 The Brooks Group Impact Sales training
 05/2008 Modine, Inc. product training
 05/2007 Watts Radiant, Inc. product training
 11/2006 How To Exposition: "How to make your home more efficient" (1 hr. presentation) (Manchester, NH)
 10/2006 International Service Leadership Conference (Toronto, Canada)
 10/2006 International Service Leadership Business Management (Toronto, Canada)
 08/2006 A. O. Smith Water Products Company product training (Ashland, Tennessee)
 07/2006 Burnham Boiler Corporation product training (Lancaster, PA)
 05/2006 "Meet the Expert" WGIR FM radio show (Co-host, 2 hrs.) (Manchester, NH)
 04/2006 International Service Leadership Encouragement Sales (Toronto, Canada)
 12/2005 Bow Manufacturing product training (Granby, Canada)
 10/2005 Noveon Flowguard Gold University product training (Cleveland, OH)
 10/2005 I=B=R Hydronics training (Marlborough, MA)
 08/2005 Crown Boiler Corporation product training (Philadelphia, PA)
 08/2005 Nordyne Integrity Selling for the 21st Century (Cleveland, OH)
 08/2004 Microsoft Excel XP level 1 certification (Comp USA, Nashua, NH)
 06/2003 Burnham Boiler Corporation product training (Lancaster, PA)
 1994-present Participant in annual trade shows hosted by P.M.C.C. in New Hampshire and Massachusetts

References available upon request

[Click here to download the resume \(Microsoft Word format\)](#)

Olivia Dupell, CRSW



Olivia Dupell, CRSW

Objective

I am committed to providing support services and advocacy to those most keenly affected by Substance Use Disorders as they navigate the Continuum of Care in the state of New Hampshire.

Education & Credentials

Southern New Hampshire University

Bachelors of Science, May 2012

- Graduated with Honors
- Concentration in Marketing and Management

NH Board of Licensing for Alcohol and Other Drug Use Professionals

Certified Recovery Support Worker (CRSW), March 2017

- Completed in 14 months' time with over 500 hours of direct service and supervision provided by a MLADC

Professional Development

- CCAR Recovery Coach Academy – January 2016
- Recovery Measures Software Training – June 2016
- Trauma Informed Care Training – June 2016
- Ethical Considerations for Recovery Support Workers – August 2016
- Certified Recovery Support Worker (CRSW) – March 2017
- Suicide Prevention Training – December 2016
- Community Engagement Academy – April 2017

Experience

Granite Pathways Regional Access Point Services Program (RAPS)

10 Ferry Street Suite 319, Concord, NH, 03301

RAPS Specialist (September 2016 – Present)

- Fielding calls from the NH Statewide Addiction Crisis Line
- Conduct an initial enrollment and screenings
- Assist clients with Insurance Enrollment and access to Treatment and Recovery Services
- Provide Continuous Recovery Monitoring services to clients
- Serve as a liaison between RAPS and the Capital and Greater Sullivan Public Health Networks
- Participate in Region 2 and Region 4 Integrated Delivery Networks
- Design and Manage all Outreach Materials
- Conduct Community Engagement in 11 Public Health Networks around the state of NH

Safe Harbor Recovery Center

| 865 Islington Street, Portsmouth, NH 03801

Volunteer and Recovery Coach (March 2016 -September 2016)

- Crisis Intervention and Family Support
- Assisted individuals with access to Detox and Treatment Services

- Assisted Recoverees with the execution of their Personal Wellness Plans
- Scheduled and Managed a monthly calendar of yoga and meditation classes, 12 step fellowship meetings, SMART Recovery meetings, surf and stand up paddleboard lessons, family support groups, and professional development trainings.
- Organized Community Engagement including fundraisers and sober events

Madeleine's Daughter

| 775 Lafayette Road, Portsmouth, NH 03801

Senior Bridal Stylist (July 2013 – July 2015)

- Record sales of over \$500,000 per year
- Account management
- Marketing and consulting for promotional events and outreach
- Attended Bridal Market and assisted with semi-annual buying trips
- Event consulting
- Client relations and conflict resolution

[Click here to download the resume \(Microsoft Word format\)](#)

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Granite Pathways

Name of Program/Service: Regional Access Point Services

Serena M. Powell, SVP New England Operations/Interim Executive Director Granite Pathways	\$150,000	0.00%	
Kenneth Kozowicz, Director of New England Finance	\$110,000	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
	\$0	0.00%	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)	\$0	0.00%	

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

41

May 23, 2017

6/21/17
41

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to amend **sole source** contracts by exercising a renewal option with the vendors listed below, for the continuation of Regional Access Point Services to assist individuals with substance use disorders to obtain the help they need, by increasing the price limitation by \$588,700 from \$1,609,445 to an amount not to exceed \$2,198,145, and extending the completion date from June 30, 2017 to December 31, 2017, effective upon Governor and Executive Council approval. The sources of funds for this action are as follows: 64% Federal, 16% General, and 20% Other Funds.

The original contracts were approved by Governor and Executive Council as follows: Southwestern Community Services, Inc. on March 9, 2016 (Item #22), National Council on Alcoholism and Drug Dependence/Greater Manchester on April 6, 2016 (Item #9), and Granite Pathways on July 13, 2016 (Item #6C).

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase (Decrease) Amount	Revised Budget Amount
Granite Pathways	\$1,200,000	\$406,700	\$1,606,700
National Council on Alcoholism and Drug Dependence/Greater Manchester	\$197,945	\$132,000	\$329,945
Southwestern Community Services, Inc.	\$211,500	\$50,000	\$261,500
Grand Total	\$1,609,445	\$588,700	\$2,198,145

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

Please see attached financial details.

EXPLANATION

These three (3) Amendments are **sole source** to allow the Contractors to continue to provide Regional Access Point Services to any individual living, working, or otherwise seeking services in New Hampshire. The Department issued a new Request for Proposals on May 17, 2017. These Amendments extend the completion date of the contract for six (6) months that will allow the Department to have contracts resulting from this new Request for Proposals in place prior to the expiration of this extension.

The original contracts were **sole source** because it was necessary to implement these services as quickly as possible. These Vendors were chosen based on their capacity to implement Regional Access Point Services statewide in a highly efficient manner. As of April 2017, 1,662 of New Hampshire residents have accessed these services and been assisted in identifying and entering clinically appropriate substance use disorders treatment and recovery support services. Feedback from clients indicates that the Regional Access Point Services made the process significantly easier for them and that the support provided to them during the process was invaluable.

Regional Access Point Services include screening clients for substance use disorders, completing evaluations to recommend a level of treatment or recovery support services, referring clients to providers for treatment services or recovery support services, and enrolling clients with third party payers, case management, and crisis support.

This Amendment includes language that provides, 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 biennium.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval. The Department is exercising six (6) months of the two year renewal.

Should the Governor and Executive Council not approve this request, Regional Access Point Services would not be available to individuals statewide. The inability to access these services will negatively impact an individual's ability to achieve and/or maintain recovery from substance use disorders.

Area served: Statewide.

Source of Funds: 16% General Funds; 64% Federal Funds (CFDA #93.959 FAIN TI010035 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG) and 20% Other Funds.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

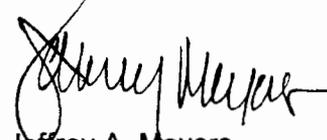
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

Denis Goulet
 Commissioner

May 30, 2017

Jeffrey A. Meyers
 Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend three (3) **sole source** contracts with the vendors listed in the table below and referenced as DoIT No. 2017-095:

Vendor	Increased Amount	Total
Granite Pathways	\$406,700	\$1,606,700
National Council on Alcoholism and Drug Dependence /Great Manchester	\$132,000	\$ 329,945
Southwestern Community Services, Inc	\$ 50,000	\$ 261,500
Total	\$588,700	\$2,198,145

With these amendments, the vendors will continue to provide substance use disorder information, screening, evaluation and referral services to any individual living, working or otherwise seeking services in New Hampshire.

The price limitation for these amendments will increase by \$588,700 from \$1,609,445 to an amount not to exceed \$2,198,145 and the completion date will extend from June 30, 2017 to December 31, 2017, effective upon Governor and Council approval.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
 DoIT No. 2017-095

cc: Bruce Smith, IT Manager

Attachment A
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS 100% Other Funds

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$32,500	\$0	\$32,500
2017	102-500734	Contracts for Prog Svc	\$130,000	\$0	\$130,000
Sub-total			\$162,500	\$0	\$162,500

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$52,100	\$0	\$52,100
2017	102-500734	Contracts for Prog Svc	\$125,000	\$0	\$125,000
Sub-total			\$177,100	\$0	\$177,100
Total Gov. Comm			<u>\$339,600</u>	<u>\$0</u>	<u>\$339,600</u>

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES 80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959

Granite Pathways, c/o Fedcap V# 228900-B001

PO #1053366

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2017	102-500734	Contracts for Prog Svc	\$1,200,000	\$0	\$1,200,000
Sub-total			\$1,200,000	\$0	\$1,200,000

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$7,095	\$0	\$7,095
2017	102-500734	Contracts for Prog Svc	\$28,350	\$0	\$28,350
Sub-total			\$35,445	\$0	\$35,445

Attachment A
Financial Details

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,100	\$0	\$10,100
2017	102-500734	Contracts for Prog Svc	\$24,300	\$0	\$24,300
Sub-total			\$34,400	\$0	\$34,400
Total Clinical Svcs			<u>\$1,269,845</u>	<u>\$0</u>	<u>\$1,269,845</u>

05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS 100% Other Funds

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$66,980	\$66,980
Sub-total			\$0	\$66,980	\$66,980

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$24,770	\$24,770
Sub-total			\$0	\$24,770	\$24,770
Total Gov. Comm			<u>\$0</u>	<u>\$91,750</u>	<u>\$91,750</u>

05-95-92-920510-3384 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES 80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959

Granite Pathways, c/o Fedcap V# 228900-B001

PO #1053366

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$406,700	\$406,700
Sub-total			\$0	\$406,700	\$406,700

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$65,020	\$65,020
Sub-total			\$0	\$65,020	\$65,020

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$25,230	\$25,230
Sub-total			\$0	\$25,230	\$25,230
Total Clinical Svcs			<u>\$0</u>	<u>\$496,950</u>	<u>\$496,950</u>
Total Contract			<u>\$1,609,445</u>	<u>\$588,700</u>	<u>\$2,198,145</u>

Attachment A
Financial Details

Grand Total by Vendor					
PO	Vendors	Vendor #	Current Price Limitation	Increase/Decrease	New Price Limitation
PO #1053366	Granite Pathways	228900-B001	\$1,200,000	\$406,700	\$1,606,700
PO #1050218	National Council on Alcoholism & Drug Dependence	177265-R001	\$197,945	\$132,000	\$329,945
PO #1049473	Southwestern Community Svs	177511-P001	\$211,500	\$50,000	\$261,500
	Total		\$1,609,445	\$588,700	\$2,198,145

**New Hampshire Department of Health and Human Services
Substance Use Disorder - Regional Access Point Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Substance Use Disorder - Regional Access Point Services Contract**

This 1st Amendment to the Substance Use Disorder - Regional Access Point Services contract (hereinafter referred to as "Amendment 1") dated this 17th day of May, 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 Granite Pathways (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at c/o Fedcap Rehabilitation Services, Inc., 10 Ferry Street, Concord, NH, 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 13, 2016 (Item #6C), 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 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 Governor and Executive Council approval; and

WHEREAS, the parties agree to extend the completion date of the agreement by six (6) months, and increase the price limitation.

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. General Provisions (Form P-37), Block 1.6, to add Account Numbers:
05-095-092-920510-33820000-102-500734
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read December 31, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$1,606,700.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.10 to read:
 - 1.10 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 biennium.

**New Hampshire Department of Health and Human Services
Substance Use Disorder - Regional Access Point Services**



7. Add Exhibit A, Scope of Services Section 8 Transition Activities to read:
 8. When the state issues a Request for Proposals combining crisis and regional access point services, in order to ensure continuity of care for clients, the Contractor is required to work with the Department to develop transition plans for the services and clients. The Contractor shall, but not limited to:
 - 8.1.1. Meet with the Department and the Department's new Contractor (resulting from the Request for Proposals) within ten (10) days of the contract effective date of the new contract to develop transition and implementation plans; and
 - 8.1.2. Engage in all activities and meet all completion dates of the Department approved transition and implementation plan.
8. Delete in its entirety Exhibit B Method and Conditions Precedent to Payment and replace with Exhibit B-1 Amendment #1 Method and Conditions Precedent to Payment.
9. Add Exhibit B-2, Budget
10. Delete in its entirety Exhibit C-1 Revision to General Provisions and replace with Exhibit C-1 Amendment #1 Revisions to General Provisions

Remainder of the page left intentionally blank.



New Hampshire Department of Health and Human Services
Substance Use Disorder - Regional Access Point 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

5/25/17
Date

[Signature]
Katja S. Fox
Director

Granite Pathways
[Signature]
Name: Christine McMahon
Title:

5/18/17
Date

Acknowledgement of Contractor's signature:

State of New York, County of New York on 5/18/17, 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.

[Signature]
Signature of Notary Public or Justice of the Peace

RHONDA K. LOWE
Name and Title of Notary or Justice of the Peace

My Commission Expires: July 6, 2018

RHONDA K. LOWE
Notary Public - State of New York
No. 02-LO6224427
Qualified in New York County
My Commission Expires July 6, ~~2017~~ 2018

**New Hampshire Department of Health and Human Services
Substance Use Disorder - Regional Access Point Services**



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

OFFICE OF THE ATTORNEY GENERAL

6/5/17
Date

Tom Broderick
Name: Tom Broderick
Title: Ass. stant Attorney 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 B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.959 U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; Block Grants for Prevention and Treatment of Substance Abuse; Substance Abuse Block Grant (SABG).
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget.
4. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 4.1. Payments shall be made on cost reimbursement basis only, for allowable costs, expenses and fees in accordance with Exhibits B-1, Budget and Exhibit B-2, Budget.
 - 4.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1, Budget and Exhibit B-2, Budget
 - 4.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 4.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 3, Data and Reporting Requirements, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget for the previous month by the tenth (10th) working day of the current month.
 - 4.5. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-1, Budget and Exhibit B-2, Budget preferably by e-mail on Department approved invoices to:

Finance Manager
Division of Behavioral Health
Department of Health and Human Services
105 Pleasant Street,
Concord, NH 03301
laurie.heath@dhhs.nh.gov



Exhibit B Amendment #1

5. 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.
6. 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.
7. 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.
8. 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 Exhibit B-2, 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.
9. 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.

EXHIBIT B-2 Budget

New Hampshire Department of Health and Human Services

Bidder Name: Granite Pathways

Budget Request for: Substance Use Disorder - Regional Access Point Services

Budget Period: July 1, 2017 through December 31, 2017

1. Total Salary/Wages	\$ 222,053.10	\$ 26,646.37	\$ 248,699.47
2. Employee Benefits	\$ 66,615.93	\$ 7,993.91	\$ 74,609.84
3. Consultants		\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental		\$ -	\$ -
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational		\$ -	\$ -
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office	\$ 18,000.00	\$ 2,160.00	\$ 20,160.00
6. Travel	\$ 6,000.00	\$ 720.00	\$ 6,720.00
7. Occupancy		\$ -	\$ -
8. Current Expenses		\$ -	\$ -
Telephone		\$ -	\$ -
Postage		\$ -	\$ -
Subscriptions		\$ -	\$ -
Audit and Legal		\$ -	\$ -
Insurance		\$ -	\$ -
Board Expenses		\$ -	\$ -
9. Software		\$ -	\$ -
10. Marketing/Technology	\$ 19,900.00	\$ 2,388.00	\$ 22,288.00
11. Staff Education and Training		\$ -	\$ -
12. Subcontracts/Agreements	\$ 30,561.28	\$ 3,667.35	\$ 34,228.63
13. Other		\$ -	\$ -
Professional Fees		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ (5.95)
TOTAL	\$ 363,130.31	\$ 43,575.64	\$ 406,700.00

Indirect As A Percent of Direct

12.0%



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, 60 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, work with the Department as directed by it to develop a Transition Plan for services and clients being served 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. The Contractor shall submit an initial Transition Plan for Department approval within a timeframe defined by the Department. Any changes requested by the Department to the Transition Plan shall be completed within three (3) days of the change request.
 - 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.

Exhibit C-1 – Amendment #1
Revisions to General Provisions

Contractor Initials

Am

Date

5/18/17

CERTIFICATE OF VOTE

I, Matthew Boyle, do hereby certify that:

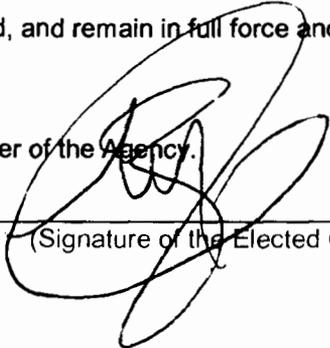
1. I am a duly elected Officer of Granite Pathways, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on February 26, 2016:

RESOLVED: That the Chief Executive Officer

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 10th day of May, 2017.

4. Christine McMahon is the duly elected Chief Executive Officer of the Agency.



(Signature of the Elected Officer)

STATE OF N.H

County of Hillsborough

The forgoing instrument was acknowledged before me this 18th day of May, 2017, by Matthew Boyle



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9-7-21

DONNA KEEFE
Notary Public - New Hampshire
My Commission Expires September 7, 2021

RESOLUTIONS
OF THE
OF THE BOARD OF DIRECTORS
OF
GRANITE PATHWAYS, INC.

*Duly Adopted at a Meeting of the Board of Directors held via conference call on February 26,
2016*

WHEREAS, Granite Pathways, Inc. (the "Corporation") has previously authorized the execution of a combination agreement (the "Agreement") with Fedcap Rehabilitation Services Inc. ("Fedcap") whereby Fedcap will become the sole member of the Corporation upon the effective date of the combination (the "Combination Date");

WHEREAS, the Board of Directions of the Corporation (the "Board") has identified March 1st as the Combination Date;

WHEREAS, as a condition of the Agreement the Board must: (1) appoint Christine McMahon as President and CEO of the Corporation as of the Combination Date; (2) approve the ratification of the bylaws attached to this resolution as Attachment I; and (3) authorize the submission of an amendment to the Articles of Incorporation for the Corporation, in a form substantially similar to that as attached as Attachment II; and

WHEREAS, the Board has determined that it is in the best interests of the Corporation to effect the Combination with Fedcap;

RESOLVED, that the Board hereby ratifies that the Combination Date shall be 12:01 a.m. March 1, 2016.

FURTHER RESOLVED, that as of the Combination Date the Christine McMahon shall be the President & Chief Executive Officer of the Corporation and that the bylaws detailed in Attachment I are ratified and effective as the bylaws of the Corporation.

FURTHER RESOLVED, the Corporation authorizes the filing of the Amendment to the Articles of Incorporation in a form substantially similar to Attachment II to be effective on the Combination Date.

[Certification page follows]

[Certification page follows]

The undersigned, Matthew P. Boyle (Board President) of Fedcap Rehabilitation Services, Inc., hereby certifies that the foregoing resolution were duly adopted by the Board of Directors of Granite Pathways, Inc. on the 29th day of January, 2016, and that the documents attached thereto are the true copies of the documents referenced in those resolutions

Corporate Seal

By 

Title

Matthew P. Boyle
Chair of the Board of Directors.

Date

2. 29. 2016.



6C mac

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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director of the
Division of
Behavioral Health

Bureau of Drug and Alcohol Services
105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 28, 2016

n/13/16
#6C

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **SOLE SOURCE** Agreement with Granite Pathways, c/o Fedcap, 10 Ferry Street, Concord NH 03301 for the provision of Regional Access Point Services to assist individuals with substance use disorders obtain the help they need in an amount not to exceed \$1,200,000 effective upon Governor and Executive Council approval through June 30, 2017. **75% Federal, 25% General**

Funds to support this request are available in the following account in State Fiscal Year 2017, upon the availability and continued appropriation of funds in the operating budget, with the authority to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified, without further approval from the Governor and Executive Council.

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (25% General 75% Federal)

Fiscal Year	Class	Title	Activity Code	Amount
2017	102-500734	Contracts for Program Services	49156501	\$1,200,000
			Contract Total:	\$1,200,000

EXPLANATION

This is a **SOLE SOURCE** Agreement because the Department has determined it is necessary to implement these services as quickly as possible. This vendor was chosen based on their capacity to implement regional access point services statewide in a highly efficient manner.

The purpose of this Agreement is to provide substance use disorder (SUD) information, screening, evaluation, and referral services to any individual living, working, or otherwise seeking services in the North Country, Upper Valley, Central NH, Carroll County, Greater Sullivan County, Winnipesaukee, Capital, Strafford County, Greater Nashua, Greater Derry, and Seacoast Public Health Regions. Regional Access Point provide a wide array of services to assist individuals with accessing substance use disorder treatment and recovery support

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 2 of 2

services and achieving and sustaining recovery from substance use disorders, including but not limited to: screening, referral, enrollment with third party payers, case management, and crisis support.

This Agreement contains language which allows the Department to extend for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and Governor and Executive Council approval.

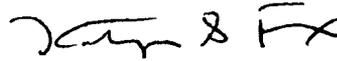
Should the Governor and Executive Council not approve this request, Regional Access Point Services would not be available to individuals in the areas listed. The inability to access these services will negatively impact an individual's ability to achieve and/or maintain recovery from substance use disorders.

If general funds become no longer available, no federal funds will be requested to support this Agreement.

Areas Served: North Country, Upper Valley, Central NH, Carroll County, Greater Sullivan County, Winnepesaukee, Capital, Strafford County, Greater Nashua, Greater Derry, and Seacoast Public Health Regions

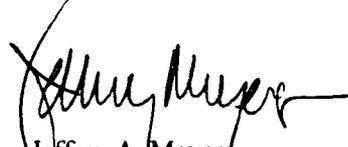
Source of Funds: 25% General Funds; 75% Federal Funds (CFDA #93.959 FAIN TI010035-15 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG)

Respectfully submitted,



Katja S. Fox
Director of the Division of
Behavioral Health

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Substance Use Disorder - Statewide Regional Access Point Services (SS-2017-BDAS-01-REGIO-01)

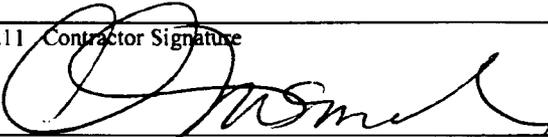
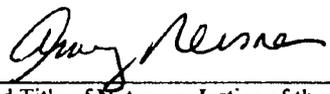
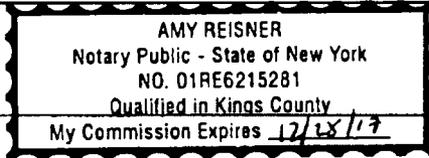
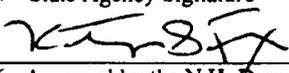
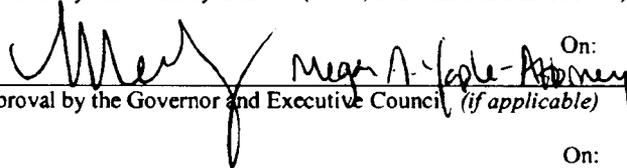
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Division of Behavioral Health/Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Granite Pathways.		1.4 Contractor Address Granite Pathways c/o Fedcap Rehabilitation Services, Inc. 10 Ferry Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-225-9540 ext. 103	1.6 Account Number 05-95-049-491510-29900000-102-500734	1.7 Completion Date 6/30/2017	1.8 Price Limitation \$1,200,000.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christine McKeon, President & CEO	
1.13 Acknowledgement: State of <i>New York</i> , County of <i>New York</i> On <i>June 29, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Amy Reisner, Notary Public			
1.14 State Agency Signature  Date: <i>6/30/16</i>		1.15 Name and Title of State Agency Signatory Katya S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>7/1/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

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 pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3. For the purposes of this contract, any reference to days shall mean calendar days, except where business days are specifically noted. For these purposes, a business day shall generally mean any day from Monday to Friday, except Holiday observed by the government of the State of New Hampshire.
- 1.4. For the purposes of this contract, all data entry, documentation and recording shall be completed using the Web Information Technology System (WITS).
- 1.5. The Contractor shall obtain and maintain one or more service sites, which shall comply with all fire, health, and safety codes which shall include but not be limited to being handicap and wheelchair accessible.
- 1.6. The Contractor shall obtain written approval from the Department prior to entering into any agreement regarding service site relocation.
- 1.7. The Contractor shall comply with the Department's Sentinel Event policy.
- 1.8. The Contractor shall participate in the Regional Public Health Network(s) associated with the towns served by the Regional Access Points (RAP) under this contract, which shall include, but not be limited to:
 - 1.8.1. Working with the Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s).
 - 1.8.2. Participating in the Regional Continuum of Care Workgroup(s).
- 1.9. The Contractor shall engage in quality assurance and management activities, which shall include but not be limited to:
 - 1.9.1. Site reviews by the Department.
 - 1.9.2. Other quality assurance and management activities, as determined by the Department.

2. Services to be Provided

- 2.1. The Contractor shall develop Regional Access Points (RAP) for the provision of substance use disorder (SUD) information, screening, and referral services to any individual living, working, or otherwise seeking services in the following public health network areas:



Exhibit A

- 2.1.1. North Country, which includes: Atkinson and Gilmanton Academy Grant, Bath, Beans Grant, Beans Purchase, Benton, Berlin, Bethlehem, Cambridge, Carroll, Chandlers Purchase, Clarksville, Colebrook, Columbia, Crawford's Purchase, Cutts Grant, Dalton, Dix's Grant, Dixville, Dummer, Easton, Errol, Erving's Location, Franconia, Gorham, Greens Grant, Hadley's Purchase, Haverhill, Jefferson, Kilkenney, Lancaster, Landaff, Lisbon, Littleton, Low and Burbank's Grant, Lyman, Martins Location, Milan, Millsfield, Monroe, Northumberland, Odell, Pinkham's Grant, Pittsburg, Randolph, Sargent's Purchase, Second College Grant, Shelburne, Stark, Stewartstown, Stratford, Success, Sugar Hill, Thompsons & Meserves Purchase, Wentworth's Location, and Whitefield.
- 2.1.2. Upper Valley, which includes: Canaan, Dorchester, Enfield, Grafton, Grantham, Hanover, Lebanon, Lyme, Orange, Orford, Piermont, and Plainfield.
- 2.1.3. Central NH, which includes: Alexandria, Ashland, Bridgewater, Bristol, Campton, Ellsworth, Groton, Hebron, Holderness, Lincoln, Livermore, Plymouth, Rumney, Thornton, Warren, Waterville Valley, Wentworth, and Woodstock.
- 2.1.4. Carroll County, which includes: Albany, Bartlett, Brookfield, Chatham, Conway, Eaton, Effingham, Freedom, Hale's Location, Harts Location, Jackson, Madison, Moultonborough, Ossipee, Sandwich, Tamworth, Tuftonboro, Wakefield, and Wolfeboro.
- 2.1.5. Greater Sullivan, which includes: Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Langdon, Lempster, Newbury, New London, Newport, Springfield, Sunapee, Sutton, Unity, and Wilmot.
- 2.1.6. Winnepesaukee, which includes: Alton, Barnstead, Belmont, Center Harbor, Danbury, Franklin, Gilford, Gilmanton, Hill, Laconia, Meredith, New Hampton, Northfield, Sanbornton, and Tilton.
- 2.1.7. Capital, which includes: Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Deering, Dunbarton, Epsom, Henniker, Hillsborough, Hopkinton, Loudon, Northwood, Pembroke, Pittsfield, Salisbury, Warner, Washington, Weare, Webster, and Windsor.
- 2.1.8. Strafford County, which includes: Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, and Strafford.
- 2.1.9. Greater Nashua, which includes: Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Nashua, Pelham, and Wilton.
- 2.1.10. Greater Derry, which includes: Atkinson, Chester, Danville, Derry, Hampstead, Londonderry, Plaistow, Salem, Sandown, and Windham.
- 2.1.11. Seacoast, which includes: Brentwood, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Kingston, New Castle, Newfields, Newington, Newmarket, Newton, North Hampton,



Exhibit A

Nottingham, Portsmouth, Raymond, Rye, Seabrook, South Hampton, and Stratham.

- 2.2. The Contractor shall provide Regional Access Point (RAP) services to assist up to 7,000 individuals annually who have substance use disorders, who are:
 - 2.2.1. Individuals with substance use disorders who are age 12 or older or under age 12 with the consent of a parent or other legal guardian; and
 - 2.2.2. Residents of or homeless in New Hampshire.
- 2.3. The Contractor shall conduct outreach activities to promote and market Regional Access Point (RAP) services, statewide, to individuals, health and social service agencies, businesses and community members. The Contractor shall ensure outreach activities include, but are not limited to:
 - 2.3.1. Developing printed materials using customized versions of 'Anyone Anytime NH,' for broad distribution, which may include, but is not limited to:
 - 2.3.1.1. Brochures
 - 2.3.1.2. Flyers
 - 2.3.1.3. Display posters
 - 2.3.1.4. Pens
 - 2.3.1.5. Magnets
 - 2.3.1.6. Other marketing tools
 - 2.3.2. Publicizing telephone numbers, web addresses and other contact information associated with the information channels described in Section 2.4.
 - 2.3.3. Establishing and actively monitoring social media sites, which may include Facebook and Twitter.
 - 2.3.4. Ensuring outreach activities target core community sectors that include, but are not limited to:
 - 2.3.4.1. Health and medical
 - 2.3.4.2. Safety and law enforcement
 - 2.3.4.3. Education
 - 2.3.4.4. Business
 - 2.3.4.5. Government
 - 2.3.4.6. Community and family supports
- 2.4. The Contractor shall develop multiple information channels by which an individual may request information that shall include, but not be limited to telephone, e-mail, and in-person. The Contractor shall:
 - 2.4.1. Respond to all requests for information within 24 hours of receiving requests for information.



Exhibit A

- 2.4.2. Ensure, at minimum, one information channel is available to the public 24 hours per day, 7 days per week, which may include referral to the statewide crisis hotline during off hours.
- 2.4.3. Ensure information available through all information channels includes, but is not limited to types and locations of services available:
 - 2.4.3.1. For Substance Use Disorder (SUD) treatment
 - 2.4.3.2. For SUD recovery support
 - 2.4.3.3. To support friends, family members and other concerned individuals
- 2.5. The Contractor shall respond to requests for substance use disorders treatment services by scheduling a screening appointment for the client. The Contractor shall:
 - 2.5.1. Ensure the screening appointment is scheduled within 48 hours of the client's initial request for services.
 - 2.5.2. Provide an appointment date that is within ten (10) days of scheduling the appointment.
 - 2.5.3. Ensure the screening appointment:
 - 2.5.3.1. Can be completed by the client in person; by telephone, or face-to-face.
 - 2.5.3.2. Is completed by a Certified Recovery Support Worker (CRSW), who shall, at a minimum:
 - 2.5.3.2.1. Gather client demographic, contact, and emergency contact information;
 - 2.5.3.2.2. Identify payer sources available to the client; and
 - 2.5.3.2.3. Use an evidence-based screening tool, as approved by the Department, to determine the likelihood of a substance use disorder, as defined by the DSM 5.
 - 2.5.4. Document client profile, intake and admission information in WITS within 3 days of completing the screening.
- 2.6. The Contractor shall schedule, through Memorandums of Understanding with SUD treatment providers in the service area, evaluations of clients who screen positive for substance use disorder within 48 hours of the completed screening in Section 2.5, as appropriate. The Contractor shall ensure:
 - 2.6.1. Evaluations are completed within 10 days of scheduling the evaluation.
 - 2.6.2. Evaluations are completed by a Licensed Alcohol and Drug Counselor (LADC), Master Licensed Alcohol and Drug Counselor (MLADC), or licensed mental health professional who has demonstrated competency in the treatment of substance use disorders.
 - 2.6.3. Clients are evaluated in all American Society of Addiction Medicine (ASAM, October 2013) dimensions.



Exhibit A

- 2.6.4. Evaluations are completed using one or more evidence-based evaluation tools.
- 2.6.5. Evaluations meet 'Addiction Counseling Competencies, TAP 21' standards (<http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>).
- 2.6.6. Evaluations include a DSM-5 Substance Use Disorder diagnosis when appropriate.
- 2.6.7. Recommendations are provided to clients diagnosed as having a substance use disorder, as appropriate, which must include, but are not be limited to, recommendations for:
 - 2.6.7.1. An initial ASAM level of care.
 - 2.6.7.2. Recovery support and/or other needed services.
 - 2.6.7.3. Interim services if the indicated ASAM level of care is not immediately available to the client.
- 2.6.8. Diagnosis information is entered into WITS within three (3) business days of completing each evaluation.
- 2.7. The Contractor shall provide referral services to clients in order to meet the recommendations that result from the evaluation in Section 2.6.7. The Contractor shall:
 - 2.7.1. Ensure referral services are provided by a CRSW.
 - 2.7.2. Ensure referral services include, but are not limited to:
 - 2.7.2.1. Identifying provider agencies that can meet the evaluation recommendations in Section 2.6.7.
 - 2.7.2.2. Contacting the provider agency on behalf of the client, as appropriate.
 - 2.7.2.3. Assisting the client with making contact with the provider agency, as appropriate.
 - 2.7.2.4. Supporting the client in meeting the admission/entrance/intake requirements of the provider agency.
 - 2.7.3. Develop and maintain a database of provider agencies by region to meet the needs of clients, which may include, but are not limited to:
 - 2.7.3.1. Substance use disorder treatment and recovery support services
 - 2.7.3.2. Physical health services
 - 2.7.3.3. Behavioral health services
 - 2.7.3.4. Employment and education services
 - 2.7.3.5. Housing services
 - 2.7.4. Ensure Memorandums of Understanding are executed with SUD treatment and peer recovery support services providers in the communities within



Exhibit A

- each region served to ensure clients can access interim and other services within 7 days of completed evaluations described in Section 2.6.
- 2.8. The Contractor shall assist clients to enroll with payer services. The Contractor shall:
- 2.8.1. Assess clients for probable eligibility for public or private insurance, such as Medicaid; the New Hampshire Health Protection Program (NHHPP); and Qualified Health Plans available through the Marketplace.
 - 2.8.2. Assist clients with enrollment with the appropriate payer. Assistance shall include, but not be limited to:
 - 2.8.2.1. Providing one-on-one support to clients throughout the enrollment process.
 - 2.8.2.2. Providing clarification on information that needs to be provided to the payer agency to ensure enrollment can be completed by the client.
- 2.9. The Contractor shall provide Continuous Recovery Monitoring services to clients who are not currently receiving Continuous Recovery Monitoring services through a Department-contracted SUD treatment provider. The Contractor shall:
- 2.9.1. Attempt to contact each client a minimum of three (3) times over the course of one week. The Contractor shall:
 - 2.9.1.1. Attempt contact by telephone at a reasonable time when the client would normally be available.
 - 2.9.1.2. Attempt a second contact, as necessary, by telephone at a reasonable time when the client would normally be available no sooner than 2 days and no later than 3 days after the first attempt in Section 2.9.1.1.
 - 2.9.1.3. Attempt a third contact, as necessary, by telephone at a reasonable time when the client would normally be available, no sooner than 2 days and no later than 3 days after the second attempt in Section 2.9.1.2.
 - 2.9.1.4. Not exceed twelve (12) attempts in a thirty (30) day period.
 - 2.9.2. Contact clients as frequently as weekly and no less frequently than:
 - 2.9.2.1. 3 months post-discharge from the last treatment service (60–120 days post discharge).
 - 2.9.2.2. 6 months post-discharge from the last treatment service (150–210 days post discharge).
 - 2.9.2.3. 12 months post-discharge from the last treatment service (330–390 days post discharge).
 - 2.9.3. Inquire on the status of each client's recovery.
 - 2.9.4. Identify any client needs.
 - 2.9.5. Assist the client with addressing the needs identified in Section 2.9.4.



Exhibit A

- 2.9.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 2.9.4, and record the same.
- 2.9.7. Complete the client follow-up in WITS within 3 days of each completed contact identified in Section 2.9.2.
- 2.10. The Contractor shall enter client discharge information into WITS within 3 days of client discharge.

3. Data and Reporting Requirements

- 3.1. The Contractor shall provide monthly reports that include, but are not limited to:
 - 3.1.1. Time lapses for services including, but not limited to:
 - 3.1.1.1. Initial client contact to screening
 - 3.1.1.2. Screening to evaluation
 - 3.1.1.3. Evaluation to interim services
 - 3.1.1.4. Evaluation to regular services
 - 3.1.2. Type of payer enrollment assessment and/or assistance provided, as described in Section 2.7.
- 3.2. The Contractor shall provide monthly reports identifying SUD treatment and peer recovery support services providers with whom Memorandums of Understanding have been executed to provide contracted services. Reports shall include, but not be limited to:
 - 3.2.1. Name, location, and contact information of the provider.
 - 3.2.2. Specific services provided by the provider.
- 3.3. The Contractor shall provide monthly reports that identify specific marketing activities conducted as required in Section 2.3. Reports shall include, but are not limited to:
 - 3.3.1. Types of marketing materials developed.
 - 3.3.2. Venues where materials are displayed and/or available for hand out.
 - 3.3.3. Methods of marketing delivery.
 - 3.3.4. A plan for marketing that will be conducted in the following month.
- 3.4. The Contractor shall comply with the reporting requirements listed in Section 3.0 in accordance with the following schedule, with the first report due on the first of the month following 90 days after approval by Governor and Executive Council:
 - 3.4.1. Three (3) month follow-ups completed for all clients with a discharge date prior to March of 2017.
 - 3.4.2. Six (6) month follow-ups completed for all clients with a discharge date prior to January of 2017.
 - 3.4.3. Twelve (12) month follow-ups completed for all clients with a discharge date prior to July of 2016.



Exhibit A

4. Minimum Performance Measures

- 4.1. The Contractor shall comply with Continuous Recovery Monitoring contacts described in Section 2.9, as follows:
 - 4.1.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
 - 4.1.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.
 - 4.1.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

5. Deliverables

- 5.1. The Contractor shall submit for Department approval, within 30 days from the contract effective date, an outreach activity plan for each region covered, for all activities described in Section 2.3, including time frames.
- 5.2. The Contractor shall provide a sample of all marketing materials to the Department within three (3) days of developing the materials described in Section 2.3.
- 5.3. The Contractor shall submit for Department approval, within 30 days from the effective date of this contract, an information channels plan for each region covered, for all activities described in Section 2.4, including timeframes.
- 5.4. The Contractor shall respond to all requests for information described in Section 2.4 within 24 hours of receiving the requests.
- 5.5. The Contractor shall ensure screening appointments described in Section 2.5 are available within 48 hours of receiving clients' requests for services.
- 5.6. The Contractor shall ensure all client services provided through this contract are documented and/or recorded within three (3) days of providing the service.

6. Liquidated Damages

- 6.1. The Contractor and the Department agree that the WITS shall be the source of record with data polls taking place on the tenth (10th) day of the month, beginning with August 10, 2016.
- 6.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the vendor fails to maintain the required performance standards in Section 4, Performance Standards, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 6.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident as described in Section 6.8.



Exhibit A

- 6.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 7, Notifications and Remedies for Liquidated Damages, below.
- 6.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 7, Notifications and Remedies for Liquidated Damages, for review and approval prior to implementation of the Corrective Action Plan.
- 6.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 4, Performance Standards, shall result in liquidated damages as specified in Section 7, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 6.7. The remedies specified in Section 7, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 6.8. Liquidated damages in the amount of \$500 per month for failure to meet the Minimum Performance Measures identified in Section 4. It is agreed by the parties that damages may only be assessed by the Department related to Section 4 above and that the amount of damages is limited to the amounts delineated in this Section 6.8 and that no other liquidated damages may be assessed.
- 6.9. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

7. Notifications and Remedies for Liquidated Damages.

- 7.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
 - 7.1.1. A citation to the Contract provision violated.
 - 7.1.2. The remedies to be applied and the date the remedies shall be imposed.
 - 7.1.3. The basis for the Department's determination that the remedies shall be imposed.
 - 7.1.4. A request for a Corrective Action Plan.
 - 7.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
 - 7.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

Handwritten signature of the contractor.

6/29/16



Exhibit A

- 7.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
- 7.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
- 7.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
- 7.2.3. The Director shall provide written notice of the time, format and location of the presentation.
- 7.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) calendar days after the conclusion of the presentation.
- 7.2.5. The Director may appoint a designee to hear and determine the matter.



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, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.959 U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; Block Grants for Prevention and Treatment of Substance Abuse; Substance Abuse Block Grant (SABG).
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget.
4. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 4.1. Payments shall be made on cost reimbursement basis only, for allowable costs, expenses and fees in accordance with Exhibits B-1, Budget.
 - 4.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1, Budget.
 - 4.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 4.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 3, Data and Reporting Requirements, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget for the previous month by the tenth (10th) working day of the current month.
 - 4.5. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-1, Budget preferably by e-mail on Department approved invoices to:

Finance Manager
Division of Behavioral Health
Department of Health and Human Services
105 Pleasant Street,
Concord, NH 03301
laurie.heath@dhhs.nh.gov

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6/29/16



Exhibit B

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

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6/29/16

EXHIBIT B-1

New Hampshire Department of Health and Human Services

Bidder Name: Granite Pathways

Budget Request for: Regional Access Point

Budget Period: SFY17

	Direct	Indirect	Total
1. Total Salary/Wages	\$ 539,000.00	\$ 64,680.00	\$ 603,680.00
2. Employee Benefits	\$ 161,700.00	\$ 19,404.00	\$ 181,104.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ 40,229.00	\$ 4,827.00	\$ 45,056.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ 100,000.00	\$ 12,000.00	\$ 112,000.00
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Technology	\$ 106,000.00	\$ 12,720.00	\$ 118,720.00
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 76,500.00	\$ 9,180.00	\$ 85,680.00
13. Other	\$ -	\$ -	\$ -
Professional Fees	\$ 48,000.00	\$ 5,760.00	\$ 53,760.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 1,071,429.00	\$ 128,571.00	\$ 1,200,000.00

Indirect As A Percent of Direct

12.0%

CVM
6-29-16



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;

[Handwritten Signature]



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

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

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



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

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



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

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

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

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

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

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

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

4/24/16



- 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.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

[Handwritten Signature]
Date 6/29/16



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



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: Granite Pathways


6/29/16
Date

Name: Christine McMahon
Title: President & CEO

Contractor Initials CM
Date 6/29/16



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.

6/29/16
Date

Contractor Name: Granite Pathways


Name: Christine McLaughlin
Title: President + CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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.

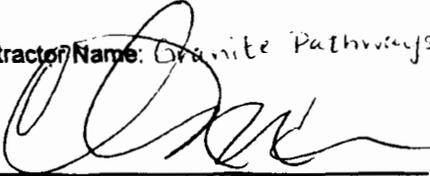
PRIMARY COVERED TRANSACTIONS

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.

6/29/16
Date

Contractor Name: Granite Pathways

Name: Christine McMahon
Title: Pres. Africa Co

Contractor Initials CM
Date 6/29/16



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

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

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

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

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

Exhibit G

Contractor Initials

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

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.

6/29/16
Date

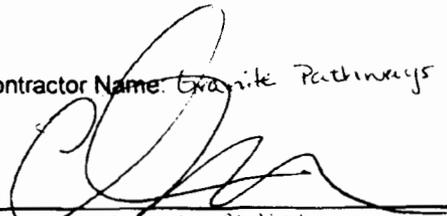
Contractor Name: Granite Pathways

Name: Christine McMahon
Title: President + CEO

Exhibit G

Contractor Initials CM

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

Date 6/29/16



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: Granite Pathways

Name: Christine McMahon
Title: President & CEO

6/29/16
Date

Contractor Initials CM
Date 6/29/16



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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

Handwritten initials in black ink, appearing to be 'TC' or similar.

6/20/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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

A handwritten signature in black ink, appearing to be 'TH' or similar initials, written over a horizontal line.



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

 The State

 Signature of Authorized Representative

 Name of Authorized Representative

 Title of Authorized Representative

 Date

Granite Pathways

 Name of the Contractor

 Signature of Authorized Representative

 Name of Authorized Representative

 Title of Authorized Representative

 Date



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

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

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

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

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

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

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

Contractor Name: Granite Pathways

Name: Christine McMillan
Title: President & CEO

6/29/16
Date

Contractor Initials CM
Date 6/29/16



FORM A

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

1. The DUNS number for your entity is: 019392707.
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services Greater Manchester**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Substance Use Disorder Regional Access Point Services Greater Manchester Contract**

This 2nd Amendment to the Substance Use Disorder Regional Access Point Services Greater Manchester contract (hereinafter referred to as "Amendment 2") dated this 1st day of September, 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 National Council on Alcoholism and Drug Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 101 Manchester Street, Manchester, NH, 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 6, 2016 (Item #9) and amended by an agreement (Amendment #1 to the Contract) approved on June 21, 2017 (Item #41), 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 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 Governor and Executive Council approval; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months.

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. General Provisions (Form P-37), Block 1.7, to read March 31, 2018.
2. Exhibit B-3 Budget changes the Budget Period to read: July 1, 2017 through March 31, 2018.
3. Add Exhibit K DHHS Information Security Requirements

Remainder of the page left intentionally blank.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services Greater Manchester**



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

11/22/17
Date

[Signature]
Katja S. Fox
Director

National Council on Alcoholism and Drug Dependence/Greater
Manchester

9-05-2017
Date

[Signature]
Name: Stephanie Bergeron
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on September 5, 2017 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.

[Signature]
Signature of Notary Public or Justice of the Peace

Jennifer Bergeron Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10-5-2021

JENNIFER L. BERGERON, Notary Public
State of New Hampshire, Commission Expires 10/5/2021

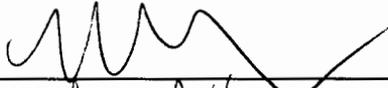


**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services Greater Manchester**

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date


Name: Megan A. Costello
Title: Attorney 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:



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

JB
9-5-2017

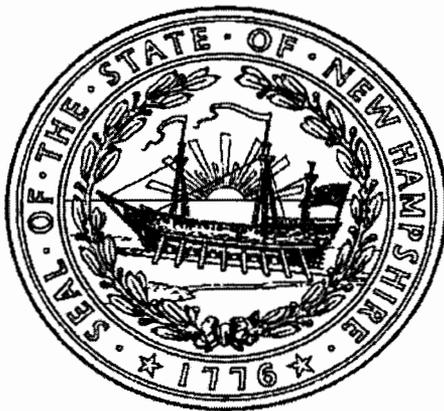
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 07, 1977. 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: 63314



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of September A.D. 2017.

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

William M. Gardner
Secretary of State

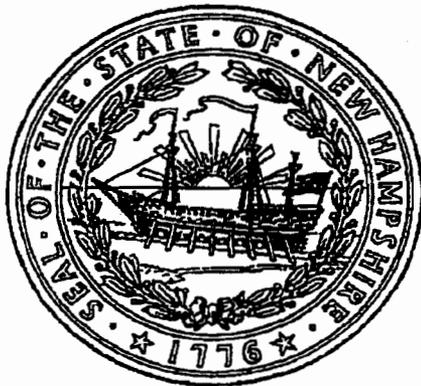
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SERENITY PLACE is a New Hampshire Trade Name registered to transact business in New Hampshire on April 07, 2009. 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: 611719



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

Business Name Search

Business Details

Business Name: NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER
 Business Type: Domestic Nonprofit Corporation
 Business Creation Date: 12/07/1977
 Principal Business Office Address: 93-101 Manchester Street, Manchester, NH, 03101, USA
 Citizenship / State of Incorporation: Domestic/New Hampshire Last N
 Duration: Perpetual

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Health Care and Social Assistance	Outpatient Mental Health
2	Health Care and Social Assistance	Residential Mental Health
3	NOT REQUIRED	

Page 1 of 1, records 1 to 3 of 3

Registered Agent Information

Name: NONE
 Physical Address: NONE
 Mailing Address: NONE

Trade Name Information

Business Name	Business ID
Serenity Place	611719
SERENITY PLACE	308151

Trade Name Owned By

Name	Title
------	-------

Back (<https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=433684>) [Filing History](#) [Address History](#) [View All Other Addresses](#)

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St. Concord, NH 03301 Email: [corporate@sos.nh.gov](mailto:corporate%40sos.nh.gov) (mailto:corporate%40sos.nh.gov)

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Business Information

Business Details

Business Name: SERENITY PLACE	Business ID: 611719
Business Type: Trade Name	Business Status: Active
Expiration Date: 4/7/2019	Last Renewal Date: Not Available
Business Creation Date: 04/07/2009	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 04/07/2009	
Principal Office PO Box 1477, Manchester, Address: NH, 03105, USA	Mailing Address: 101 Manchester Street, Manchester, NH, 03101, USA
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Drug & alcohol detox & education	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

Trade Name Owned By

Name	Title	Address
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER (/online/BusinessInquire/TradeNameInformation?businessID=26151)	Business	Good Standing

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Serenity Place- NCADD/GM.
(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 October 6, 2016:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of September, 2017.
(Date Contract Signed)

4. Stephanie Bergeron is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

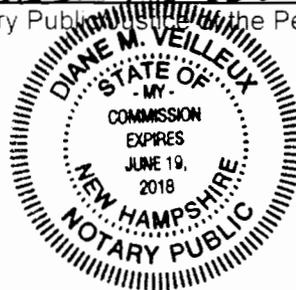
The forgoing instrument was acknowledged before me this 5 day of Sept, 2017.

By John FitzGerald III.
(Name of Elected Officer of the Agency)


(Notary Public in and for the State of New Hampshire)

NOTARY SEAL:

Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C, No.): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED National Council on Alcoholism & Drug Greater Manchester T/A Serenity Place 101 Manchester Street Manchester NH 03101	INSURER A: Markel	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2017 Certificate **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8502SS335180-7	2/9/2017	2/9/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8502SS335180-7	2/9/2017	2/9/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4602SS335181-7	2/9/2017	2/9/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			8502SS335180-7	2/9/2017	2/9/2018	\$1,000,000 subj to agg \$3,000,000
A	Abuse or Molestation			8502SS335180-7	2/9/2017	2/9/2018	\$1,000,000 subj to agltg \$2,000,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Pat Mack/PAT <i>Pat M Mack</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106		CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (603)232-9398 FAX (A/C, No): (603) 622-4618 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com	
INSURED National Council on Alcoholism and Drug 101 Manchester Street Manchester NH 03101		INSURER(S) AFFORDING COVERAGE INSURER A: Great Falls Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3A State: NH WCD09246700-17	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire DHHS 129 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Harvie/TERI
---	--

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Serenity Place's mission is to provide opportunities for the chemically dependent person to become free of those chemicals, to maintain that freedom, and to return to the community as a contributing member.

**SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**

Audited Financial Statements

*For The Fiscal Years Ended
June 30, 2016 and 2015*

**SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**

Table of Contents

1.	Independent Auditor's Report.....	1-2
2.	Statements of Financial Position.....	3-4
3.	Statements of Activities and Changes in Net Assets.....	5-6
4.	Statements of Functional Expenses.....	7-9
5.	Statements of Cash Flows.....	10-11
6.	Notes to the Financial Statements.....	12-19

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Serenity Place
National Council on Alcoholism and Drug Dependence Affiliate
Manchester, New Hampshire

We have audited the accompanying financial statements of Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate (a nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Penchansky & Co. PLLC

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

January 17, 2017

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Statements of Financial Position
As of June 30,

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
<u>Current Assets:</u>				
Cash and Cash Equivalents	\$ 53,551	\$ 97,487	\$ 151,038	\$ 93,813
Accounts Receivable	253,876	0	253,876	158,253
Insurance Claim Receivable	0	0	0	39,363
Prepaid Expenses	22,370	0	22,370	21,000
Due from Temporarily Restricted Fund	16,712	0	16,712	0
Total Current Assets	346,509	97,487	443,996	312,429
<u>Fixed Assets:</u>				
Land	42,371	0	42,371	42,371
Buildings	71,430	0	71,430	71,430
Building Improvements	565,578	0	565,578	470,198
Furniture and Fixtures	93,525	0	93,525	71,241
Equipment	118,555	0	118,555	99,276
Vehicles	29,950	0	29,950	29,950
Website	1,510	0	1,510	0
Less: Accumulated Depreciation	(490,612)	0	(490,612)	(452,549)
Net Fixed Assets	432,307	0	432,307	331,917
<u>Other Assets:</u>				
Investments at Market Value	0	0	0	85,863
Total Other Assets	0	0	0	85,863
Total Assets	\$ 778,816	\$ 97,487	\$ 876,303	\$ 730,209

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Statements of Financial Position
As of June 30,

LIABILITIES AND NET ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
<u>Current Liabilities:</u>				
Accounts Payable	\$ 127,515	\$ 0	\$ 127,515	\$ 46,673
Accrued Expenses	74,018	0	74,018	98,143
Due to Unrestricted	0	16,712	16,712	0
Deferred Revenue	32,246	0	32,246	11,300
Line of Credit	88,505	0	88,505	88,505
Current Portion of Notes Payable	5,000	0	5,000	5,000
	<u>327,284</u>	<u>16,712</u>	<u>343,996</u>	<u>249,621</u>
<u>Long Term Liabilities:</u>				
Notes Payable, Net of Current Portion	10,000	0	10,000	15,000
Total Long Term Liabilities	10,000	0	10,000	15,000
Total Liabilities	<u>337,284</u>	<u>16,712</u>	<u>353,996</u>	<u>264,621</u>
<u>Net Assets:</u>				
Net Assets	441,532	80,775	522,307	465,588
Total Liabilities and Net Assets	<u>\$ 778,816</u>	<u>\$ 97,487</u>	<u>\$ 876,303</u>	<u>\$ 730,209</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCY AFFILIATE
Statements of Activities and Changes in Net Assets
For The Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
<u>Revenue and Support:</u>				
Governmental Agency Revenue	\$ 578,421	\$ 145,380	\$ 723,801	\$ 859,279
Contributions	154,087	2,401	156,488	112,600
Grants	16,667	25,000	41,667	92,345
Charges For Services	915,227	0	915,227	403,208
Fundraising	1,115	0	1,115	130,217
Other Revenue	55,198	0	55,198	1,395
Net Assets Released from Restrictions:				
Satisfaction of Program Restrictions	<u>113,717</u>	<u>(113,717)</u>	<u>0</u>	<u>0</u>
Total Revenue and Support	<u>1,834,432</u>	<u>59,064</u>	<u>1,893,496</u>	<u>1,599,044</u>
<u>Expenses:</u>				
Program Services	1,484,344	0	1,484,344	1,307,072
Fundraising	83,714	0	83,714	99,271
General and Administrative	<u>267,056</u>	<u>0</u>	<u>267,056</u>	<u>198,644</u>
Total Expenses	<u>1,835,114</u>	<u>0</u>	<u>1,835,114</u>	<u>1,604,987</u>
Excess (Deficit) of Revenue and Support over Expenses	<u>(682)</u>	<u>59,064</u>	<u>58,382</u>	<u>(5,943)</u>
<u>Other Revenue (Expenses):</u>				
Interest and Investment Income	94	0	94	5,047
Holding Gain (Loss) on Investments	(34,953)	0	(34,953)	(3,329)
Gain (Loss) on Investments Sold	<u>33,196</u>	<u>0</u>	<u>33,196</u>	<u>0</u>
Total Other Revenue (Expenses)	<u>(1,663)</u>	<u>0</u>	<u>(1,663)</u>	<u>1,718</u>
Income (Loss) Before Unusual Items	<u>(2,345)</u>	<u>59,064</u>	<u>56,719</u>	<u>(4,225)</u>
<u>Unusual or Infrequent Items:</u>				
Loss on Abandonment of Project	<u>0</u>	<u>0</u>	<u>0</u>	<u>(45,446)</u>
Total Unusual or Infrequent Items	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (45,446)</u>

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCY AFFILIATE
Statements of Activities and Changes in Net Assets
For The Years Ended June 30,

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	<u>2016</u> <u>Totals</u>	<u>2015</u> <u>Totals</u>
Net Increase (Decrease) in Net Assets	\$ (2,345)	\$ 59,064	\$ 56,719	\$ (49,671)
Net Assets - Beginning of Period	<u>443,877</u>	<u>21,711</u>	<u>465,588</u>	<u>515,259</u>
Net Assets - End of Period	<u>\$ 441,532</u>	<u>\$ 80,775</u>	<u>\$ 522,307</u>	<u>\$ 465,588</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE
Statements of Functional Expenses
For The Years Ended June 30,

	Program Services - 2016			
<u>Expenses:</u>	<u>REAP</u>	<u>Withdrawal Management</u>	<u>Tirrell House</u>	<u>Intensive Out Patient</u>
Salaries and Wages	\$ 133,826	\$ 165,612	\$ 223,970	\$ 52,612
Payroll Taxes	8,438	15,292	20,363	4,010
Employee Benefits	14,231	6,558	25,391	5,366
Client Food	165	19,336	80,449	1,813
Professional Fees	4,268	426	633	109
Depreciation	5,648	5,855	7,221	1,354
Utilities	4,456	5,813	8,624	1,254
Insurance	3,229	5,150	12,911	2,357
Educational Materials	10,673	0	0	0
Occupancy Expenses	8,275	0	0	0
Supplies	2,589	1,168	6,188	1,148
Repairs and Maintenance	2,383	2,846	5,800	682
Fundraising Events	0	0	0	0
Office Expense	2,519	596	139	15
Telephone and Internet	1,006	1,038	3,637	352
Staff Development	340	702	1,820	25
Equipment Lease	3,325	1,017	684	112
Bank and Credit Card Fees	1,678	0	69	0
Travel and Entertainment	177	243	239	34
Advertising	0	0	0	0
Dues and Subscriptions	427	448	657	111
Postage	248	235	333	56
Licenses and Fees	0	200	791	0
Interest	0	0	0	0
Board Expenses	0	0	0	0
Client Expense	0	12	0	0
Printing	655	128	7	0
Bad Debt Expense	0	0	0	0
Contributions	0	0	0	0
Miscellaneous	217	106	0	0
	\$ 208,773	\$ 232,781	\$ 399,926	\$ 71,410

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE
Statements of Functional Expenses
For The Years Ended June 30,

	<u>Program Services - 2016</u>			<u>Total Program Services</u>
	<u>Lin's Place</u>	<u>Outpatient</u>	<u>Wrap Around</u>	
<u>Expenses:</u>				
Salaries and Wages	\$ 258,979	\$ 73,051	\$ 40,691	\$ 948,741
Payroll Taxes	19,084	4,306	2,705	74,198
Employee Benefits	33,749	1,762	3,278	90,335
Client Food	59,793	0	0	161,556
Professional Fees	891	24	1	6,352
Depreciation	9,841	318	0	30,237
Utilities	14,878	224	86	35,335
Insurance	11,569	610	310	36,136
Educational Materials	0	0	0	10,673
Occupancy Expenses	0	2,114	857	11,246
Supplies	5,322	22	0	16,437
Repairs and Maintenance	7,551	96	114	19,472
Fundraising Events	0	0	0	0
Office Expense	1,267	1,639	6,490	12,665
Telephone and Internet	2,398	77	15	8,523
Staff Development	751	145	375	4,158
Equipment Lease	1,926	176	968	8,208
Bank and Credit Card Fees	0	6	0	1,753
Travel and Entertainment	467	1	537	1,698
Advertising	0	0	0	0
Dues and Subscriptions	771	(56)	2	2,360
Postage	403	13	1	1,289
Licenses and Fees	400	0	0	1,391
Interest	0	0	0	0
Board Expenses	0	0	0	0
Client Expense	15	0	0	27
Printing	213	0	1	1,004
Bad Debt Expense	0	0	0	0
Contributions	0	0	0	0
Miscellaneous	183	44	0	550
Total Expenses	<u>\$ 430,451</u>	<u>\$ 84,572</u>	<u>\$ 56,431</u>	<u>\$ 1,484,344</u>

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE
Statements of Functional Expenses
For The Years Ended June 30,

Supporting Services - 2016

<u>Expenses:</u>	<u>Fundraising</u>	<u>General Management</u>	<u>2016 Total</u>	<u>2015 Total</u>
Salaries and Wages	\$ 47,775	\$ 175,602	\$ 1,172,118	\$ 1,086,059
Payroll Taxes	3,863	14,045	92,106	83,146
Employee Benefits	1,783	3,595	95,713	74,324
Client Food	0	0	161,556	97,284
Professional Fees	176	26,163	32,691	19,702
Depreciation	2,208	5,617	38,062	35,485
Utilities	2,133	4,908	42,376	42,999
Insurance	1,900	2,396	40,432	31,407
Educational Materials	0	0	10,673	11,775
Occupancy Expenses	5,977	6,777	24,000	370
Supplies	265	697	17,399	15,751
Repairs and Maintenance	1,364	3,666	24,502	24,252
Fundraising Events	9,401	0	9,401	17,790
Office Expense	1,909	4,710	19,284	7,158
Telephone and Internet	477	878	9,878	9,146
Staff Development	315	2,497	6,970	4,938
Equipment Lease	1,953	2,059	12,220	7,833
Bank and Credit Card Fees	90	1,995	3,838	6,063
Travel and Entertainment	175	2,281	4,154	3,529
Advertising	1,475	40	1,515	2,834
Dues and Subscriptions	251	717	3,328	3,871
Postage	105	1,415	2,809	3,500
Licenses and Fees	0	207	1,598	1,021
Interest	0	3,304	3,304	2,513
Board Expenses	0	0	0	44
Client Expense	0	0	27	20
Printing	119	180	1,303	2,279
Bad Debt Expense	0	0	0	7,500
Contributions	0	0	0	0
Miscellaneous	0	3,307	3,857	2,394
Total Expenses	\$ 83,714	\$ 267,056	\$ 1,835,114	\$ 1,604,987

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Statements of Cash Flows
For the Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
<u>Cash Flows from Operating Activities:</u>				
Net Increase (Decrease) in Net Assets	\$ (2,345)	\$ 59,064	\$ 56,719	\$ (49,671)
 <u>Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:</u>				
Depreciation	38,062	0	38,062	35,485
Realized (Gain) Loss on Sale of Investments	(33,196)	0	(33,196)	0
Holding (Gain) Loss on Investments	34,953	0	34,953	3,329
Loss on Abandonment of Project	0	0	0	48,662
(Increase) Decrease in Accounts Receivable	(95,623)	0	(95,623)	(2,992)
(Increase) Decrease in Insurance Claim	39,363	0	39,363	(20,667)
(Increase) Decrease in Prepaid Expenses	(1,370)	0	(1,370)	(5,897)
Increase (Decrease) in Accounts Payable	80,842	0	80,842	(2,342)
Increase (Decrease) in Accrued Expenses	(24,125)	0	(24,125)	8,995
Increase (Decrease) in Deferred Revenue	20,946	0	20,946	(2,855)
Total Adjustments	<u>59,852</u>	<u>0</u>	<u>59,852</u>	<u>61,718</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>57,507</u>	<u>59,064</u>	<u>116,571</u>	<u>12,047</u>
 <u>Cash Flows from Investing Activities:</u>				
Acquisitions of Equipment	(138,454)	0	(138,454)	(42,154)
Proceeds from Sale of Investments	84,202	0	84,202	0
Amounts Due to/from Temporarily Acquisitions of Investments	(16,712)	16,712	0	0
	<u>(94)</u>	<u>0</u>	<u>(94)</u>	<u>(5,048)</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>\$ (71,058)</u>	<u>\$ 16,712</u>	<u>\$ (54,346)</u>	<u>\$ (47,202)</u>

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Statements of Cash Flows
For the Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
<u>Cash Flows from Financing Activities:</u>				
Principal Payments on Notes Payable	\$ (5,000)	\$ 0	\$ (5,000)	\$ (25,000)
Proceeds from Line of Credit	0	0	0	125,955
Payments on Line of Credit	<u>0</u>	<u>0</u>	<u>0</u>	<u>(73,755)</u>
Net Cash Flows Provided by (Used for) Financing Activities	<u>(5,000)</u>	<u>0</u>	<u>(5,000)</u>	<u>27,200</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(18,551)	75,776	57,225	(7,955)
Cash and Equivalents - Beginning of Year	<u>72,102</u>	<u>21,711</u>	<u>93,813</u>	<u>101,768</u>
Cash and Equivalents - End of Year	<u>\$ 53,551</u>	<u>\$ 97,487</u>	<u>\$ 151,038</u>	<u>\$ 93,813</u>
Supplemental Cash Flow Disclosures:				
Interest (net of amount capitalized)	<u>\$ 3,304</u>	<u>\$ 0</u>	<u>\$ 3,304</u>	<u>\$ 2,513</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2016 and 2015

Nature of Organization & Activities:

Serenity Place, a National Council on Alcoholism and Drug Dependence Affiliate (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979 for the purpose of providing opportunities for the chemically dependent person to become free of those dependencies, to maintain that freedom and to return to the community as a contributing member.

Note 1 - Summary of Significant Accounting Principles:

A. Method of Accounting

The accompanying financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America.

B. Basis of Presentation

The Organization presents its financial statements following the Not-For-Profit Entities topic of the FASB Accounting Standards Codification with respect to financial statement presentation. Under this topic, the Organization is required to report information regarding its financial position and activities according to the three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. In addition, the Institute is required to present a statement of cash flows. The financial statements are presented using the three classes of net assets and are as follows:

Unrestricted Net Assets:

The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

Temporarily Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. Temporarily Restricted Net Assets at June 30, 2016 and 2015 were \$80,775 and \$21,711, respectively.

-Continued on Next Page-

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2016 and 2015

Note 1 - Summary of Significant Accounting Principles - Continued:

B. Basis of Presentation - Continued

Permanently Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2016 and 2015.

C. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

D. Use of Estimates in the Preparation of Financial Statements

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

E. Income Taxes

The Organization is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2016 and 2015 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

-Continued on Next Page-

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2016 and 2015

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Fixed Assets

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of \$5,000 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Vehicles	Straight-Line	5 years
Buildings and Improvements	Straight-Line	5-39 years

G. Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. Historically, the Organization has not experienced material write offs, and therefore has not established an allowance account.

H. Donor-Restricted Contributions

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

I. Investments

The Organization follows the FASB Accounting Standards Codification with respect to investments. Under this subtopic, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. See Note No. 7.

-Continued on Next Page-

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2016 and 2015

Note 1 - Summary of Significant Accounting Principles - Continued:

J. Fair Value of Financial Instruments

Current accounting standards require the Organization to disclose estimated fair value for its financial instruments. The carrying amounts of cash, other receivables, prepaid expenses, accounts payable, accrued expenses and refundable advances approximate fair value because of the short maturity of those instruments.

K. Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$1,515 and \$2,834 for the years ended June 30, 2016 and 2015, respectively.

L. Functional Allocation of Expenses

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

Note 2 - Notes Payable:

At June 30, 2016 and 2015, notes payable were as follows:

	<u>2016</u>	<u>2015</u>
Note Payable to the City of Manchester, bearing a fixed annual interest rate of 0%, payable in annual installments of \$5,000. Matures in October, 2018.	\$ 15,000	\$ 20,000
Total Note Payable	15,000	20,000
Less: Current Maturities on Note Payable	(5,000)	(5,000)
Note Payable – Long –Term Portion	\$ 10,000	\$ 15,000

-Continued on Next Page-

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2016 and 2015

Note 2 - Notes Payable - Continued:

Future minimum principal payments are as follows:

For The Fiscal Years Ended June 30,	Notes Payable
2017	\$ 5,000
2018	10,000
Totals	\$ <u>15,000</u>

Note 3 - Temporarily Restricted Net Assets:

Temporarily Restricted Net Assets at June 30, 2016 consist of the following:

Riverstone	\$ 25,000
CDFA	<u>55,775</u>
Total	\$ <u>80,775</u>

Temporarily Restricted Net Assets at June 30, 2015 consist of the following:

Bean Foundation – Building Repairs	\$ 8,155
Bishops Fund	5,000
Samuel Hunt Foundation – Building Repairs	<u>8,556</u>
Total	\$ <u>21,711</u>

Note 4 - Concentration of Credit Risk - Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 5 - Concentration of Revenue and Support Sources:

The Organization's primary source of revenues are Block Grants for Prevention and Treatment of Substance Abuse passed through by the State of New Hampshire. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services and miscellaneous income and grants.

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2016 and 2015

Note 6 – Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows.

	<u>2016</u>	<u>2015</u>
Donated services, materials, equipment and food	\$ <u>128,553</u>	\$ <u>57,286</u>

Note 7 – Investments:

The cost and fair market values of investment securities held are as follows:

<u>Description</u>	<u>Cost</u>	<u>Fair Market Value</u>	<u>Accumulated Holding Gains Or (Losses)</u>
Mutual Funds - 2016	\$ <u>51,004</u>	\$ <u>84,200</u>	\$ <u>0</u>
Mutual Funds – 2015	\$ <u>50,910</u>	\$ <u>85,863</u>	\$ <u>34,953</u>

Current year realized gains were \$33,196 for the year ended June 30, 2016.

Prior year unrealized losses were \$3,329 for the year ended June 30, 2015.

Note 8 – Fair Value Measurements:

The Organization utilizes all relevant and available information in measuring fair value of investment assets and liabilities in accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*. The fair value hierarchy of ASC 820 prioritizes the inputs to valuation techniques used to measure fair value into three broad levels:

Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 - Quoted prices in active markets for similar assets or markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement and may require the School to develop its own assumptions.

-Continued on Next Page-

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2016 and 2015

Note 8 – Fair Value Measurements - Continued:

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Some of the Organization's financial assets are not measured on a recurring basis but nevertheless are recorded at amounts that approximate fair value due to their liquid or short term nature. Such financial assets and liabilities include cash and bank deposits, certificates of deposit, accounts receivable and accounts payable.

The following is a description of the valuation methodologies used for assets measured at fair value:

Money Market Fund, Mutual Funds and Equity Investments: Valued at the net asset value (NAV) of shares held by the Organization at year end as reported by the investment management firm.

The preceding method described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values.

Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value as of June 30, 2016;

	Level 1	Level 2	Level 3	Total
Corporate Equity Mutual Funds	\$0	\$0	\$0	\$0

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value as of June 30, 2015;

	Level 1	Level 2	Level 3	Total
Corporate Equity Mutual Funds	\$85,863	\$0	\$0	\$85,863

-Continued on Next Page-

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2016 and 2015

Note 9 – Line of Credit:

As of June 30, 2016 and June 30, 2015, there was a \$100,000 line of credit available through a commercial bank. The line of credit carries an interest rate of 4.00%. At June 30, 2016 and June 30, 2015 there was \$88,505 outstanding on this credit line.

Note 10 – Involuntary Conversion:

In 2015, the Organization became aware of a loss of funds that occurred over years ending June 30, 2015 and 2014. The loss was isolated to the transitional living program for adult men. The amount of the loss was estimated to be \$20,667 and \$18,696 for the years ending June 30, 2015 and 2014.

The amount of the loss estimated is covered by insurance and an insurance claim was filed to recover the loss. A receivable for the total amount of the loss of \$39,363 was established at June 30, 2015. At June 30, 2016, the Organization collected on the receivable claim.

Note 11 – Abandonment of Project:

The Organization has chosen to capitalize legal, consulting and feasibility costs related to the search and construction of a new premise of additional space for the expansion of the Organization. The capitalized costs related to such activities are expensed when the Organization deems that the space under consideration will not meet the needs of the Organization. The costs associated with the abandoned projects as of June 30, 2015 are \$45,446. The Organization is continuing the search for suitable additional space.

Note 12 – Subsequent Events:

The Organization has evaluated subsequent events thru January 17, 2017, which is the date the financial statements were available to be issued. Management asserts that there are no events which meet the criteria for disclosure.

Serenity Place Board of Directors – FY2016-2017

NAME	BUSINESS ADDRESS
Roger Beauchamp	Manchester, NH 03103
Jeff Benson	Manchester, NH 03104
Tiffany Cavanaugh Treasurer	Manchester, NH 03101
Mary Constance	Bedford, NH
John FitzGerald, III President	Manchester, NH 03104
Ross Kukish Secretary	Wilton, NH 03086
Anthony Messina	Salem, NH 03079
Michael O'Shaughnessy Vice- President	Manchester, NH 03104
Russ Ouellette	Bedford, NH 03110
Barbara Potvin	Bedford, NH 03110
Bobby Schultz	Nashua NH
Alan Villeneuve	Goffstown, NH 03045

All Board Meetings are the 4th Thursday of the month at 4:15 p.m.
 No Board Meetings during the months of July and December.

Dominic Donahue, NCC, LMHC, LADC I, CADAC.

Objective

A challenging position as that would provide support, education and awareness to individuals.

Summary of Qualifications

- * Excellent communication skills, both oral and written needs of others
- * Experience with curriculum development and implementation
- * Effective Presentation Skills
- * Management leadership and organizational skills
- * Extensive experience in crisis intervention
- * Substantial understanding of the dynamics of domestic violence.

Professional Accreditation

- * Nationally Certified Counselor (NCC)
- * Certified Clinical Mental Health Counselor (CCMHC)
- * Certified Alcohol and Drug Abuse Counselor (CADAC) and (LADC I)
- * Certified Co-Occurring Disorder Professional- Diplomate (CCDP-D)
- * Substance Abuse Professional (SAP) Department of Transportation Certification
- * Approved Clinical Supervisor certified (ACS)
- * Certified Batterer's Intervention Counselor
- * Spiritual Care giving to Help Addicted Persons and Families Certificate
- * Substance Abuse Counseling Certificate
- * Certified HIV/AIDS Educator
- * Criminology Certificate
- * CPR and First Aid Certified

Professional Background

Serenity Place, Manchester, NH

2014 – Present

Clinical Director

- Direct supervision of clinical programs and personnel.
- Assist in developing and supervising provisions of all clinical records and programs offered by the Agency.
- Assist with grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Proficient in Evidence Based Practices.
- Retain working relationship with organizations, service providers, and other agencies.
- Maintain a high level of professional and ethical standards.
- Schedules and leads regular case conferences. Promotes and maintains an atmosphere which encourages and facilitates a client review process to ensure coordinated, comprehensive, and individualized provision of client services.
- Oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.

Roxbury Community Health Care Center, Roxbury, MA

2012-2013

Senior Clinician/ Suboxone Program Coordinator

- Provide assessment, diagnosis, and treatment for psychological illness and Substance Abuse through case management, individual, group, family and marital Psychotherapy, consultation, education and prevention to promote maximum benefits from the services provided.
- Attend, present and complete necessary documentation for case management team meetings
- Conducting clinical assessments of individuals, couples and families.

- Conduct substance abuse groups and explore symptoms, underlying causes and consequences to the individual, couples and families.
- Focused on discussing behavior responsibility, motivation and attitudes in achieving redirected behavior.

Arbour Counseling Services: Allston, Ma

2004-2012

Program Director-School-Based Program

- Supervised 10-15 Clinicians weekly while working with K-12 students within Boston Public Schools
- Conducted individual as well as group counseling sessions for students facing behavioral and developmental problems
- Conducted seminars/workshops for Teachers and Parents on Developmental and adjustment issues in classroom.
- Conducted several seminars for parents and suggested ways to overcome the behavioral problems of their children.
- Acted as a successful link between students, their teachers and parents.
- Maintained all records and all billing issues related to program development.

HRI, Arbour Hospital, Brookline, MA

2002-2004

Triangle PHP Clinical Coordinator

- Provided high end clinical work and treatment services to patients with complex psychosocial needs and Substance abuse diagnosis's independently as well as in group therapy.
- Evaluated patients at admission and formulated appropriate treatment plans.
- Took a fundamental role in coordinating services with the interdisciplinary team and community agencies to ensure appropriate patient care.
- Provided ongoing case management along with advocacy services for patients with medically related social and emotional problems.
- Re-evaluated at appropriate intervals with patients and maintained electronic records in accordance with Hospital and State regulations.

Spectrum Health Systems, Inc. Somerville, Ma

2001-2002

Clinical Director –Spectrum Shelter for Boys.

- Provided emergency services with day services for children ages 11-18 in a stabilization program.
- Provided necessary supervision and administration to 30 clinical and staff employees.
- Initiate and formulate treatment planning and discharge planning.
- Offered various kinds of family therapy instructions with psychology internship programs.
- Worked as the responsible authority for all aspects of admissions, clinical care, and crisis work along with psychiatric day services for children with severe mental health and development problems.
- Supervised treatment action for 30 clients for a 45 day period along with educational and clinical needs.

"Reaching out to Women", Lynn, Ma

2000-2001

Senior clinician

- Performed individual and group substance abuse counseling psychotherapy
- Conducted court-ordered evaluations and conducted specialized assessments for Court mandated women
- Worked with women on issues around trauma, domestic violence, and substance abuse, evaluated and reported progress.

Tri-City Mental Health & Retardation Center, Lynn, Ma.

1999-2001

Group Facilitator in Batterer's Intervention

- Conducted batterer's intervention group using Deluth Model of Intervention.
- Conducted individual assessments and ongoing treatment involvement
- Managed a high caseload (up to 45)

Essex County Correctional Facility, Middleton, Ma

1997-1999

**Alternatives to Domestic Violence & Abuse Program
Program Director**

- Tracking record of the domestic violence cases with administration for parole and probation departments.
- Receiving cases from other units and prisons and classifying them according to given parameters.
- Conducting batterer's intervention groups within a jail setting.
- Supervising all staff clinical and officers.
- Supervising progression with enforcement of legal policies and codes.

Serenity Supportive Housing, Topsfield, Ma.

1995-1997

Assistant Program Director

- provided counseling to HIV infected patients and motivated them for a healthy happy life
- Delivered lectures on the role of society towards HIV patients
- Conducted HIV tests and both pre and post counseling sessions for individuals.
- Conducted HIV/AIDS educational workshops for college students.

Educational Background

- * **Doctor of Clinical Psychology Candidate**, January 2010-present
California Southern University
- * **Masters of Science in Clinical Psychology May 2004**
Salem State College Salem, Ma, U.S.A
- * **New England School of Addiction Studies, summer 2000.**
University of Eastern Connecticut, Willimantic, CT.
- * **Masters of Education in Integrated Studies, 2000**
Cambridge College, Cambridge, Ma, U.S.A
- * **Graduate Courses in Psychology, 1998**
University Of Massachusetts at Boston, Boston, Ma. U.S.A.
- * **Bachelor of Arts degree in Sociology and Folklore 1994**
Memorial University of Newfoundland, St. John's, Newfoundland
- * **Bachelor of Education (Adult Education), Sept. 2005-present.**
Memorial University of Newfoundland, St. John's Newfoundland
- * **Associate's Degree in Science. Major in Drug and Alcohol Rehabilitation, 1996**
North Shore Community College, Danvers, Ma. U.S.A

References Available upon Request

Jamie Hill



Objective

To continue my career with an organization that will utilize my Management, Finance and Administrative skills to benefit mutual growth and success.

Experience

Serenity Place - Controller

January 2016 - Present

- Prepare and analyze financial statements and reports.
- Plan, coordinate and participate in auditing assignments.
- Perform day-to-day procedures important to Serenity Place's financial operations.
- Prepare all journal entries and reconcile general ledger & subsidiary accounts.
- Reconcile all cash accounts to bank statements and prepare supporting schedules on a monthly basis.
- Monitor deferred revenue from various lines of business.
- Update customer receivables to reflect billing to insurance.
- Manage cash flow daily, prepare cash flow forecast and review with CEO weekly.
- Reconcile temporarily restricted assets and prepare monthly revenue reports to review with the CEO.
- Prepare annual and mid-year budgets.
- Maintain a schedule of fixed assets and record monthly depreciation, disposals and additions; coordinate physical inventory of assets.
- Assist in preparation of year-end audit reports and schedules.
- Assist in open enrollment meetings with broker, CEO and HR to negotiate costs of benefit plans offerings for staff.
- Oversee Accounts Payable, Accounts Receivable and Payroll functions
- Provide supervision to staff directly assigned to Accounting Department.
- Responsible for relationships with all vendors.
- Contribute to a respectful and collegial work place atmosphere while actively advancing the mission of Serenity Place.

Control Technologies - Accounting Assistant

July 2015 - January 2016

- Manage payroll processing for 100+ employees in CA, MA and NH.
- Process tax payments and 401K deferral payments.
- Report certified payroll to sub-contractors and government agencies
- Monthly contract billing.
- Various office tasks as needed.

Accountemps – Salaried Professional Sr. Accountant

July 2014 – July 2015

- Assist clients with various accounting/finance needs and projects

WhippleHill Communications

- Assisted client with acquisition and transfer of Human Resources and Payroll to Parent Company.
- Assisted CFO and Senior Accountant with Payroll, Benefits Management, Accounts Payable, Accounts Receivable, Bank Reconciliations, Balance Sheet Reconciliations, Vacation Accruals, Budgeting and P&L reporting.

Bauer Hockey

- Assist client with staff deficit in the Accounts Payable department.
- Duties include, but not limited to: Process weekly check/wire payments, update daily cash, process audit files for bank, process/audit employee expense reports, update international currency rates, process journal entries and update accrual files.

Gigunda Group, Inc. – Director of Finance

March 2012 – May 2014

- Supervise, Manage and Mentor the Finance and Administration department by utilizing their skills and strengths and ensure the accurate reporting of the corporate financials.
- Review program budgets with Account Services and Sales teams to ensure maximum profitability on programs.
- Forecast monthly budgets and analyze monthly expenses to provide CEO and CFO with monthly/quarterly profit and loss reporting along with giving an analysis of the budget vs. actual variances.
- Report current and future revenue pipeline on weekly basis and provide profit and loss estimates to CEO and CFO on a regular basis.
- Established controls and policies for corporate expenses and credit card purchases.
- Manage HR benefits, 401k, employee contracts, Non-Disclosure agreements, Independent contractor agreements, corporate insurance, yearly accounting review/audit, and ensure the corporate taxes were prepared and filed in a timely manner.

Gigunda Group, Inc. – Accounting Assistant

January 2008 – March 2012

- Ensure the accurate entry of all accounts payable and payroll transactions.
- Managed relationships with vendors and clients by ensuring the timely payment of vendor invoices and accurately invoicing clients.
- Manage HR files of 75 – 200 employees, including employee contracts, background checks, state/federal forms, wage garnishments and benefit eligibility.
- Managed the CEO's related party companies and established their corporate books and payroll on Quickbooks.

Manchester Radio Group – Assistant Business Manager

May 2002 – June 2007

- Ensure the accurate entry of all accounts payable, payroll and customer payments.
- Managed weekly cash and forecast reporting to corporate office
- Managed relationships with vendors by ensuring the timely payment of vendor invoices.
- Manage HR files of approximately 20 employees, including employee contracts, state/federal forms, wage garnishments and benefit eligibility.
- Established controls to ensure compliance with Sarbanes Oxley rules and regulations.
- Managed yearly audit with outside auditors.

Education

Hesser College – Associates in Accounting

January 2001 – May 2003

Pursued my passion for numbers and analyzing problems.

Skills

Verbal and written communication, partner relationship management, attention to detail and organized, self-sufficient and proactive, presentation experience, ability to train others, analytical thinking and planning, accuracy and attention to detail, organizational and prioritization, leadership.

Computer Applications

QuickBooks Pro, QuickBooks Enterprise, Intuit Payroll, Peachtree, Macola, NetSuite, MS Word, MS Excel, MS PowerPoint, ADP, Ceridian, SAP, Trac, Maxwell.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Serenity Place-NCADD/GM

Name of Program/Service: RAP Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Annual Salary
Stephanie Bergeron - Executive Director	\$36,411	6.67%	\$2,416
Dominic Donahue - Clinical Director	\$35,613	6.67%	\$2,363
Jamie Hill - Finance Director	\$32,500	4.00%	\$1,300
Susan Ouellet - Development Director	\$24,000	1.25%	\$300
Julia Reilly - Program Director	\$29,150	7.50%	\$2,186
	\$0	0.00%	\$0
	\$0	0.00%	\$0
	\$0	0.00%	\$0
	\$0	0.00%	\$0
	\$0	0.00%	\$0
	\$0	0.00%	\$0
	\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

41

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 23, 2017

6/27/17
41

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to amend **sole source** contracts by exercising a renewal option with the vendors listed below, for the continuation of Regional Access Point Services to assist individuals with substance use disorders to obtain the help they need, by increasing the price limitation by \$588,700 from \$1,609,445 to an amount not to exceed \$2,198,145, and extending the completion date from June 30, 2017 to December 31, 2017, effective upon Governor and Executive Council approval. The sources of funds for this action are as follows: 64% Federal, 16% General, and 20% Other Funds.

The original contracts were approved by Governor and Executive Council as follows: Southwestern Community Services, Inc. on March 9, 2016 (Item #22), National Council on Alcoholism and Drug Dependence/Greater Manchester on April 6, 2016 (Item #9), and Granite Pathways on July 13, 2016 (Item #6C).

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase (Decrease) Amount	Revised Budget Amount
Granite Pathways	\$1,200,000	\$406,700	\$1,606,700
National Council on Alcoholism and Drug Dependence/Greater Manchester	\$197,945	\$132,000	\$329,945
Southwestern Community Services, Inc.	\$211,500	\$50,000	\$261,500
Grand Total	\$1,609,445	\$588,700	\$2,198,145

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

Please see attached financial details.

EXPLANATION

These three (3) Amendments are **sole source** to allow the Contractors to continue to provide Regional Access Point Services to any individual living, working, or otherwise seeking services in New Hampshire. The Department issued a new Request for Proposals on May 17, 2017. These Amendments extend the completion date of the contract for six (6) months that will allow the Department to have contracts resulting from this new Request for Proposals in place prior to the expiration of this extension.

The original contracts were **sole source** because it was necessary to implement these services as quickly as possible. These Vendors were chosen based on their capacity to implement Regional Access Point Services statewide in a highly efficient manner. As of April 2017, 1,662 of New Hampshire residents have accessed these services and been assisted in identifying and entering clinically appropriate substance use disorders treatment and recovery support services. Feedback from clients indicates that the Regional Access Point Services made the process significantly easier for them and that the support provided to them during the process was invaluable.

Regional Access Point Services include screening clients for substance use disorders, completing evaluations to recommend a level of treatment or recovery support services, referring clients to providers for treatment services or recovery support services, and enrolling clients with third party payers, case management, and crisis support.

This Amendment includes language that provides, 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 biennium.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval. The Department is exercising six (6) months of the two year renewal.

Should the Governor and Executive Council not approve this request, Regional Access Point Services would not be available to individuals statewide. The inability to access these services will negatively impact an individual's ability to achieve and/or maintain recovery from substance use disorders.

Area served: Statewide.

Source of Funds: 16% General Funds; 64% Federal Funds (CFDA #93.959 FAIN TI010035 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG) and 20% Other Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

Denis Goulet
 Commissioner

May 30, 2017

Jeffrey A. Meyers
 Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend three (3) **sole source** contracts with the vendors listed in the table below and referenced as DoIT No. 2017-095:

Vendor	Increased Amount	Total
Granite Pathways	\$406,700	\$1,606,700
National Council on Alcoholism and Drug Dependence /Great Manchester	\$132,000	\$ 329,945
Southwestern Community Services, Inc	\$ 50,000	\$ 261,500
Total	\$588,700	\$2,198,145

With these amendments, the vendors will continue to provide substance use disorder information, screening, evaluation and referral services to any individual living, working or otherwise seeking services in New Hampshire.

The price limitation for these amendments will increase by \$588,700 from \$1,609,445 to an amount not to exceed \$2,198,145 and the completion date will extend from June 30, 2017 to December 31, 2017, effective upon Governor and Council approval.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

 Denis Goulet

DG/ik
 DoIT No. 2017-095

cc: Bruce Smith, IT Manager

Attachment A
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS 100% Other Funds

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$32,500	\$0	\$32,500
2017	102-500734	Contracts for Prog Svc	\$130,000	\$0	\$130,000
Sub-total			\$162,500	\$0	\$162,500

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$52,100	\$0	\$52,100
2017	102-500734	Contracts for Prog Svc	\$125,000	\$0	\$125,000
Sub-total			\$177,100	\$0	\$177,100
Total Gov. Comm			\$339,600	\$0	\$339,600

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES 80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959

Granite Pathways, c/o Fedcap V# 228900-B001

PO #1053366

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2017	102-500734	Contracts for Prog Svc	\$1,200,000	\$0	\$1,200,000
Sub-total			\$1,200,000	\$0	\$1,200,000

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$7,095	\$0	\$7,095
2017	102-500734	Contracts for Prog Svc	\$28,350	\$0	\$28,350
Sub-total			\$35,445	\$0	\$35,445

Attachment A
Financial Details

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,100	\$0	\$10,100
2017	102-500734	Contracts for Prog Svc	\$24,300	\$0	\$24,300
Sub-total			\$34,400	\$0	\$34,400
Total Clinical Svcs			<u>\$1,269,845</u>	<u>\$0</u>	<u>\$1,269,845</u>

05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS 100% Other Funds

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$66,980	\$66,980
Sub-total			\$0	\$66,980	\$66,980

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$24,770	\$24,770
Sub-total			\$0	\$24,770	\$24,770
Total Gov. Comm			<u>\$0</u>	<u>\$91,750</u>	<u>\$91,750</u>

05-95-92-920510-3384 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES 80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959

Granite Pathways, c/o Fedcap V# 228900-B001

PO #1053366

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$406,700	\$406,700
Sub-total			\$0	\$406,700	\$406,700

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$65,020	\$65,020
Sub-total			\$0	\$65,020	\$65,020

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$25,230	\$25,230
Sub-total			\$0	\$25,230	\$25,230
Total Clinical Svcs			<u>\$0</u>	<u>\$496,950</u>	<u>\$496,950</u>
Total Contract			<u>\$1,609,445</u>	<u>\$588,700</u>	<u>\$2,198,145</u>

Attachment A
Financial Details

Grand Total by Vendor					
PO	Vendors	Vendor #	Current Price Limitation	Increase/Decrease	New Price Limitation
PO #1053366	Granite Pathways	228900-B001	\$1,200,000	\$406,700	\$1,606,700
PO #1050218	National Council on Alcoholism & Drug Dependence	177265-R001	\$197,945	\$132,000	\$329,945
PO #1049473	Southwestern Community Svs	177511-P001	\$211,500	\$50,000	\$261,500
	Total		\$1,609,445	\$588,700	\$2,198,145

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services Greater Manchester**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Substance Use Disorder Regional Access Point Services Greater Manchester Contract**

This 1st Amendment to the Substance Use Disorder Regional Access Point Services Greater Manchester contract (hereinafter referred to as "Amendment 1") dated this 17th day of May, 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 National Council on Alcoholism and Drug Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 101 Manchester Street, Manchester, NH, 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 6, 2016 (Item #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 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 Governor and Executive Council approval; and

WHEREAS, the parties agree to extend the completion date of the agreement by six (6) months, and increase the price limitation.

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. General Provisions (Form P-37), Block 1.6, to add Account Numbers:
05-095-092-920510-33820000-102-500734
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read December 31, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$329,945.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.11 to read:
 - 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 biennium.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services Greater Manchester**



7. Add Exhibit A, Scope of Services Section 8 Transition Activities to read:
 8. When the state issues a Request for Proposals combining crisis and regional access point services, in order to ensure continuity of care for clients, the Contractor is required to work with the Department to develop transition plans for the services and clients. The Contractor shall, but not limited to:
 - i. Meet with the Department and the Department's new Contractor (resulting from the Request for Proposals) within ten (10) days of the contract effective date of the new contract to develop transition and implementation plans; and
 - ii. Engage in all activities and meet all completion dates of the Department approved transition and implementation plan.
8. Delete in its entirety Exhibit B Method and Conditions Precedent to Payment and replace with Exhibit B-1 Amendment #1 Method and Conditions Precedent to Payment.
9. Add Exhibit B-3, Budget
10. Delete in its entirety Exhibit C-1 Revision to General Provisions and replace with Exhibit C-1 Amendment #1 Revisions to General Provisions

Remainder of the page left intentionally blank.

New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services Greater Manchester



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

5/25/17
Date

Katja S. Fox
Katja S. Fox
Director

National Council on Alcoholism and Drug Dependence/Greater
Manchester

5-24-17
Date

Stephanie Bergeron
Name: Stephanie Bergeron
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 24th of May 2017, 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.

Jamie L Hill
Signature of Notary Public or Justice of the Peace

Jamie L Hill
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8-22-2017



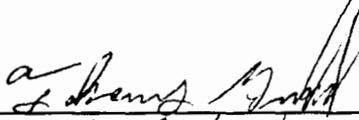
**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services Greater Manchester**



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

OFFICE OF THE ATTORNEY GENERAL

6/5/17
Date


Name: Tom Broderick
Title: Assistant Attorney 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 B Amendment #1

Method and Conditions Precedent to Payment

1. Method and Conditions Precedent to Payment Exhibit B Amendment #1 is effective for July 1, 2017.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.959 U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; Block Grants for Prevention and Treatment of Substance Abuse; Substance Abuse Block Grant (SABG).
4. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-3, Budget.
5. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 5.1. Payments shall be made on cost reimbursement basis only, for allowable costs, expenses and fees in accordance with Exhibits B-3.
 - 5.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-3, Budget.
 - 5.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 5.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 3, Data and Reporting Requirements, that support evidence of actual expenditures, in accordance with Exhibit B-3, Budget for the previous month by the tenth (10th) working day of the current month.
 - 5.5. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-3, Budget preferably by e-mail on Department approved invoices to:

Finance Manager
Division of Behavioral Health
Department of Health and Human Services
105 Pleasant Street,
Concord, NH 03301
laurie.heath@dhhs.nh.gov

SP

5-24-2017



Exhibit B Amendment #1

6. 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.
7. 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.
8. 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.
9. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget in Exhibit B-3, Budget 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.
10. 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.

SB

5.24.2017

EXHIBIT B-3 Budget

New Hampshire Department of Health and Human Services

National Council on Alcoholism and Drug Dependence/Greater

Bidder Name: Manchester

Budget Request for: Substance Use Disorder - Regional Access Point Services

Budget Period: July 1, 2017 through December 31, 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 112,067.00		\$ 112,067.00	
2. Employee Benefits	\$ 19,933.00		\$ 19,933.00	
3. Consultants			\$ -	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance			\$ -	
Purchase/Depreciation			\$ -	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office			\$ -	
6. Travel			\$ -	
7. Occupancy			\$ -	
8. Current Expenses			\$ -	
Telephone			\$ -	
Postage			\$ -	
Subscriptions			\$ -	
Audit and Legal			\$ -	
Insurance			\$ -	
Board Expenses			\$ -	
9. Software			\$ -	
10. Marketing/Technology			\$ -	
11. Staff Education and Training			\$ -	
12. Subcontracts/Agreements			\$ -	
13. Other			\$ -	
Professional Fees			\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 132,000.00	\$ -	\$ 132,000.00	

Indirect As A Percent of Direct

0.0%

Please provide a budget for the scope of work in the contract and amendment #1 for up to the amount of \$132,000 for the budget period above.



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, 60 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, work with the Department as directed by it to develop a Transition Plan for services and clients being served 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. The Contractor shall submit an initial Transition Plan for Department approval within a timeframe defined by the Department. Any changes requested by the Department to the Transition Plan shall be completed within three (3) days of the change request.
 - 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.

Exhibit C-1 – Amendment #1
Revisions to General Provisions

Contractor Initials

SB

Date

5-24-17

CERTIFICATE OF VOTE

I, Michael O' Shaughnessy, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Serenity Place – NCADD/GM
(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 October 6, 2016
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 24th day of May, 20 17.
(Date Contract Signed)

4. Stephanie Bergeron is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

M B O Shaughnessy
(Signature of the Elected Officer)

STATE OF NH

County of Hillsboro

The forgoing instrument was acknowledged before me this 25th day of May, 20 17.

By Michael O' Shaughnessy
(Name of Elected Officer of the Agency)

James L Hill
(Notary Public/Justice of the Peace)



Pages: 8.22.2017



9
mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Jeffrey A. Meyers
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn
Associate Commissioner

March 2, 2016

4/6/16
#9

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** agreement with National Council on Alcoholism and Drug Dependence/Greater Manchester (Vendor # 177265 R001) 101 Manchester Street, Manchester, NH 03101 for the provision of Regional Access Point Services to assist individuals with substance use disorders obtain the help they need in an amount not to exceed \$197,945 effective upon Governor and Executive Council approval through June 30, 2017. 18% Federal, 82% Other (Liquor Commission)

Funds to support this request are available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017, upon the availability and continued appropriation of funds in the operating budget, with the authority to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified, without further approval from the Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2016	102-500734	Contracts for Program Svcs	49158501	\$32,500
2017	102-500734	Contracts for Program Svcs	49158501	\$130,000
			SUB TOTAL:	\$162,500

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2016	102-500734	Contracts for Program Svcs	49156501	\$7,095
2017	102-500734	Contracts for Program Svcs	49156501	\$28,350
			SUB TOTAL:	\$35,445
			Contract Total:	\$197,945

EXPLANATION

This is a **sole source** agreement because the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery (Governor's Commission) selected this vendor to provide Regional Access Point Services in the Greater Manchester area.

The purpose of this agreement is to provide of substance use disorder (SUD) information, screening, evaluation, and referral services to any individual living, working, or otherwise seeking services in the Greater Manchester Area. The Regional Access Point Service Program provides a wide array of services from housing stabilization to case management assistance, which includes scheduling appointments as well as ensuring that evaluations and screening processes are completed. Additionally, the program ensures appropriate referrals are made while maintaining continual communication with clients in order to record progress.

This agreement contains language which allows the Department to extend for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, Regional Access Point Services would not be available to individuals in the Greater Manchester Area. The inability to access these services will negatively impact an individual's ability to achieve and/or maintain recovery from substance use disorders.

If general funds become no longer available, no federal funds will be requested to support this agreement.

Area Served: Greater Manchester

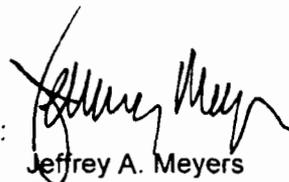
Source of Funds: 18% Federal (CFDA # 93.959; FAIN #TI010035-15), 82%Other (Liquor Commission)

Respectfully submitted,



Kathleen A. Dunn
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Substance Use Disorder Regional Access Point Services - Greater Manchester (SS-2016-BDAS-03-Regio)

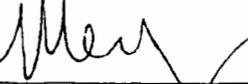
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name National Council on Alcoholism and Drug Dependance/ Greater Manchester		1.4 Contractor Address 101 Manchester Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 625-6980	1.6 Account Number 05-95-49-491510-2989 05-95-49-491510-2990	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$197,945
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 Sharon Drake, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/24/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13 Name and Title of Notary Public or Justice of the Peace  James L Hill			
1.12 Name and Title of Notary Public or Justice of the Peace L. Hill Notary			
1.14 State Agency Signature Kathleen Glenn Date: <u>3/1/16</u>		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner	
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>3/16/16</u> Megan A. York, Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials SD
Date 2/24/16



Exhibit A

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 submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to program services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. For the purposes of this contract, any reference to days shall mean calendar days.
- 1.5. For the purposes of this contract, all data entry, documentation and recording shall be completed using the Web Information Technology System (WITS) currently used by the Contractor to provide similar services.
- 1.6. The Contractor shall obtain and maintain a service site, which shall comply with all fire, health, and safety codes which shall include but not be limited to being handicap and wheelchair accessible.
- 1.7. The Contractor shall obtain written approval from the Department prior to entering into any agreement regarding service site relocation.:
- 1.8. The Contractor shall comply with the Department's Sentinel Event policy in Exhibit A-1, Sentinel Event Policy.
- 1.9. The Contractor shall participate in the Regional Public Health Network(s) associated the towns served by the Regional Access Point (RAP), which shall include, but not be limited to:
 - 1.9.1. Working with the Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s).
 - 1.9.2. Participating in the Regional Continuum of Care Workgroup(s).
- 1.10. The contractor shall engage in quality assurance and management activities, which shall include but not be limited to:
 - 1.10.1. Site reviews by the Department.



Exhibit A

- 1.10.2. Other quality assurance and management activities, as determined by the Department.

2. Services to Be Provided

- 2.1. The Contractor shall develop a Regional Access Point (RAP) for the provision of substance use disorder (SUD) information, screening, evaluation, case management and referral services to any individual living, working, or otherwise seeking services in the Greater Manchester Area. The Contractor shall, at a minimum, provide the Department with:

- 2.1.1. A plan that details how the RAP will deliver the services described in 2.1.
- 2.1.2. At the direction of the Department, the Contractor will be expected to work with the Department and the Center for Excellence (Bureau of Drug and Alcohol Services contracted technical assistance provider) to replicate this model in other areas of the State.

- 2.2. The Contractor shall provide RAP services to assist individuals who have substance use disorders who:

- 2.2.1. Are age 12 or older or under age 12 with the consent of a parent or other legal guardian, with substance use disorders; and
- 2.2.2. Are Residents of or homeless in New Hampshire.

- 2.3. The Contractor shall conduct outreach activities to promote and market RAP services, statewide, to individuals, health and social service agencies, businesses and community members. The Contractor shall ensure outreach activities include but are not limited to:

- 2.3.1. Developing printed materials using customized versions of 'Anyone. Anytime. NH,' for broad distribution, which may include, but is not limited to:

- 2.3.1.1. Brochures.
- 2.3.1.2. Flyers.
- 2.3.1.3. Display posters.
- 2.3.1.4. Pens.
- 2.3.1.5. Magnets.
- 2.3.1.6. Other marketing tools.

- 2.3.2. Publicizing telephone numbers, web addresses and other contact information associated with the information channels described in Section 2.4.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 2.3.3. Establishing and actively monitoring social media sites, which may include Facebook and Twitter.
- 2.3.4. Ensuring outreach activities target core community sectors that include, but are not limited to:
 - 2.3.4.1. Health & medical.
 - 2.3.4.2. Safety & law enforcement.
 - 2.3.4.3. Education.
 - 2.3.4.4. Business.
 - 2.3.4.5. Government.
 - 2.3.4.6. Community & family supports.
- 2.4. The Contractor shall develop multiple information channels by which an individual may request information that shall include, but not be limited to telephone, e-mail, and in-person. The Contractor shall:
 - 2.4.1. Respond to all requests for information within 24 hours of receiving requests for information.
 - 2.4.2. Ensure, at minimum, one information channel is available to the public 24 hours per day, 7 days per week, which may include a live answering service during 'off hours'.
 - 2.4.3. Ensure information available through all information channels includes, but is not limited to types and locations of services available:
 - 2.4.3.1. For Substance Use Disorder (SUD) treatment.
 - 2.4.3.2. For SUD recovery support.
 - 2.4.3.3. To support friends, family members and other concerned individuals.
- 2.5. The Contractor shall respond to requests for substance use disorders treatment services by scheduling a screening appointment for the client. The Contractor shall:
 - 2.5.1. Ensure the screening appointment is scheduled within 48 hours of the client's initial request for services.
 - 2.5.2. Provide an appointment date that is within ten (10) days of scheduling the appointment.
 - 2.5.3. Ensure the screening appointment:



Exhibit A

- 2.5.3.1. Can be completed by the client in person; by telephone, or face-to-face.
- 2.5.3.2. Is completed by a Certified Recovery Support Worker (CRSW), who shall, at a minimum:
 - 2.5.3.2.1. Gather client demographic, contact, and emergency contact information.
 - 2.5.3.2.2. Identify payer sources available to the client
 - 2.5.3.2.3. Use an evidence based screening tool, as approved by the Department, to determine the likelihood of a substance use disorder, as defined by the DSM 5.
- 2.5.4. Document client profile, intake and admission information in WITS within 3 days of completing the screening.
- 2.6. The Contractor shall schedule, either directly or through Memorandums of Understanding with SUD treatment providers in the service area, evaluations of clients who screen positive for substance use disorder within 48 hours of the completed screening in Section 2.5, as appropriate. The Contractor shall ensure:
 - 2.6.1. Evaluations are completed within 10 days of scheduling the evaluation.
 - 2.6.2. Evaluations are completed by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MDLAC).
 - 2.6.3. Clients are assessed in all American Society of Addiction Medicine (ASAM, October 2013) dimensions.
 - 2.6.4. Evaluations are completed using one or more evidence based evaluation tools.
 - 2.6.5. Evaluations meet 'Addiction Counseling Competencies, TAP 21' standards. (<http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>)
 - 2.6.6. Evaluations include a DSM 5 Substance Use Disorder diagnosis when appropriate.
 - 2.6.7. Recommendations are provided to clients diagnosed as having a substance use disorder, as appropriate, which may include, but are not be limited to, recommendations for:
 - 2.6.7.1. An initial ASAM level of care.
 - 2.6.7.2. Recovery support and/or other needed services.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 2.6.7.3. Interim services if the indicated ASAM level of care is not immediately available to the client.
- 2.6.8. Diagnosis information is entered into WITS within three (3) days of completing each evaluation.
- 2.7. The Contractor shall provide referral services to clients in order to meet the recommendations that result from the evaluation in Section 2.6.6. The Contractor shall:
 - 2.7.1. Ensure referral services are provided by a Certified Recovery Support Worker (CRSW).
 - 2.7.2. Ensure referral services include, but are not limited to:
 - 2.7.2.1. Identifying provider agencies that can meet the evaluation recommendations in Section 2.6.6.
 - 2.7.2.2. Contacting the provider agency on behalf of the client, as appropriate.
 - 2.7.2.3. Assisting the client with making contact with the provider agency, as appropriate.
 - 2.7.2.4. Supporting the client in meeting the admission/entrance/intake requirements of the provider agency.
 - 2.7.3. Develop and maintain a database of provider agencies to meet the needs of clients, which may include, but are not limited to:
 - 2.7.3.1. Substance use disorder treatment and recovery support services.
 - 2.7.3.2. Physical health services.
 - 2.7.3.3. Behavioral health services.
 - 2.7.3.4. Employment and education services.
 - 2.7.3.5. Housing services.
 - 2.7.4. Ensure Memorandums of Understanding are executed with SUD treatment and peer recovery support services providers in the community to ensure clients can access interim and other services within 7 days of completed evaluations described in Section 2.6.
- 2.8. The Contractor shall assist clients to enroll with payer services. The Contractor shall:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 2.8.1. Assess clients for probable eligibility for public or private insurance, such as Medicaid; the New Hampshire Health Protection Program (NHHP); and Qualified Health Plans available through the Marketplace.
- 2.8.2. Assist clients with enrollment with the appropriate payer. Assistance shall include, but not be limited to:
 - 2.8.2.1. Providing one-on-one support to clients throughout the enrollment process.
 - 2.8.2.2. Providing clarification on information that needs to be provided to the payer agency to ensure enrollment can be completed by the client.
- 2.9. The Contractor shall provide Continuous Recovery Monitoring services to clients who are not currently receiving Continuous Recovery Monitoring services through a Department-contracted SUD treatment provider. The Contractor shall:
 - 2.9.1. Attempt to contact each client a minimum of three (3) times over the course of one week. The Contractor shall:
 - 2.9.1.1. Attempt contact by telephone at a reasonable time when the client would normally be available.
 - 2.9.1.2. Attempt a second contact, as necessary, by telephone at a reasonable time when the client would normally be available no sooner than 2 days and no later than 3 days after the first attempt in Section 2.9.1.1.
 - 2.9.1.3. Attempt a third contact, as necessary, by telephone at a reasonable time when the client would normally be available, no sooner than 2 days and no later than 3 days after the second attempt in Section 2.9.1.2.
 - 2.9.1.4. Not exceed twelve (12) attempts in a thirty (30) day period.
 - 2.9.1.5. No further billing shall occur when unsuccessful contact with the client occurs for thirty (30) consecutive days until such time the client is successfully contacted, at which time billing limitation in Exhibit B, Method and Conditions Precedent to Payment shall apply.
 - 2.9.2. Contact clients no less frequently than:
 - 2.9.2.1. 3 months post-discharge from the last treatment service (60 – 120 days post discharge).

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 2.9.2.2. 6 months post-discharge from the last treatment service (150 – 210 days post discharge).
 - 2.9.2.3. 12 months post-discharge from the last treatment service (330 - 390 days post discharge).
 - 2.9.3. Inquire on the status of each client's recovery.
 - 2.9.4. Identify any client needs.
 - 2.9.5. Assist the client with addressing the needs identified in Section 2.9.4.
 - 2.9.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 2.9.4, and record the same.
 - 2.9.7. Complete the Client Follow-Up in WITS within 3 days of each completed contact identified in Section 2.9.2.
- 2.10. The Contractor shall enter client discharge information into WITS within 3 days of client discharge.

3. Data and Reporting Requirements

- 3.1. The Contractor shall provide monthly reports that include, but are not limited to:
 - 3.1.1. Time lapses for services including, but not limited to:
 - 3.1.1.1. Initial client contact to screening.
 - 3.1.1.2. Screening to evaluation.
 - 3.1.1.3. Evaluation to interim services.
 - 3.1.1.4. Evaluation to regular services.
 - 3.1.2. Type of payer enrollment assessment and/or assistance provided, as described in Section 2.7.
- 3.2. The Contractor shall provide monthly reports identifying SUD treatment and peer recovery support services providers with whom Memorandums of Understanding have been executed to provide contracted services. Reports shall include, but not be limited to:
 - 3.2.1. Name, location, and contact information of the provider.
 - 3.2.2. Specific services provided by the provider.
- 3.3. The Contractor shall provide monthly reports that identify specific marketing activities conducted as required in Section 2.3. Reports shall include, but are not limited to:



Exhibit A

- 3.3.1. Types of marketing materials developed and samples of those materials.
- 3.3.2. Venues where materials are displayed and/or available for hand out.
- 3.3.3. Methods of marketing delivery.
- 3.3.4. A plan for marketing that will be conducted in the following month.
- 3.4. The Contractor shall comply with the reporting requirements listed in Section 2.9.7, in accordance with the following schedule with the first report due on April 1, 2016:
 - 3.4.1. Three (3) month follow ups completed for all clients with a discharge date prior to March of 2017.
 - 3.4.2. Six (6) month follow-ups completed for all clients with a discharge date prior to January of 2017.
 - 3.4.3. Twelve (12) month follow ups completed for all clients with a discharge date prior to July of 2016.

4. Minimum Performance Measures

- 4.1. The Contractor shall comply with Continuous Recovery Monitoring contacts described in Section 2.9, as follows:
 - 4.1.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
 - 4.1.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.
 - 4.1.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

5. Deliverables

- 5.1. The Contractor shall provide the plan described in Section 2.1 to the Department with nineteen (19) days of the Contract effective date.
- 5.2. The Contractor shall provide a sample of all marketing materials to the Department within three (3) days of developing the materials described in Section 2.3.
- 5.3. The Contractor shall respond to all requests for information described in Section 2.4 within 24 hours of receiving the requests.
- 5.4. The Contractor shall ensure screening appointments described in Section 2.5 are available within 48 hours of receiving clients' requests for services.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 5.5. The Contractor shall ensure evaluations in Section 2.6 are available within 2 days of the completed screening described in Section 2.5.
- 5.6. The Contractor shall ensure clients can access interim and other services within seven (7) days of completing evaluations described in Section 2.6.
- 5.7. The Contractor shall ensure all client services provided through this contract are documented and/or recorded within three (3) days of providing the service.

6. Liquidated Damages

- 6.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls taking place on the tenth (10th) day of the month, beginning with April 10, 2016.
- 6.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the vendor fails to maintain the required performance standards in Section 4, Performance Standards, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 6.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 6.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 7, Notifications and Remedies for Liquidated Damages, below.
- 6.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 7, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 6.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 4, Performance Standards, shall result in in liquidated damages as specified in Section 7, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 6.7. The remedies specified in Section 7, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.



Exhibit A

- 6.8. Liquidated damages in the amount of \$500 per month for failure to meet the Minimum Performance Measures identified in Section 4.
- 6.9. The amount of liquidated damages assessed by the Department to the Contractor shall need exceed the price limitation in Form P-37, General Provisions, Block 1.8, Price Limitation.

7. Notifications and Remedies for Liquidated Damages.

- 7.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
 - 7.1.1. A citation to the Contract provision violated.
 - 7.1.2. The remedies to be applied and the date the remedies shall be imposed.
 - 7.1.3. The basis for the Department's determination that the remedies shall be imposed.
 - 7.1.4. A request for a Corrective Action Plan.
 - 7.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
 - 7.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 7.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
 - 7.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
 - 7.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 7.2.3. The Director shall provide written notice of the time, format and location of the presentation.
- 7.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) calendar days after the conclusion of the presentation.
- 7.2.5. The Director may appoint a designee to hear and determine the matter.

Exhibit A-1 Sentinel Event Policy

NH Department of Health and Human Services	Page 1 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

I. Purpose

The Department of Health and Human Services' (DHHS) Sentinel Event Policy is part of a comprehensive quality assurance program and establishes the reporting and review requirements of sentinel events involving individuals served by the Department. Both community providers and components of DHHS which provide direct care services shall report sentinel events as directed by this policy.

II. Statutory Authority

In support of its commitment to quality in the delivery of health and human services to the citizens of New Hampshire, the Department will review sentinel events as part of its quality assurance activities. Statutory authority for reviews of sentinel events is set forth in NH RSA 126-A:4, IV:

RSA 126-A:4 Department Established.

IV. The department may establish a quality assurance program.

- (a) Any quality assurance program may consist of a comprehensive ongoing system of mechanisms for monitoring and evaluating the appropriateness of services provided to individuals served by the department or any of its contract service providers so that problems or trends in the delivery of services are identified and steps to correct problems can be taken.
- (b) Records of the department's quality assurance program including records of interviews, internal reviews or investigations, reports, statements, minutes, and other documentation except for individual client medical records, shall be confidential and privileged and shall be protected from direct or indirect discovery, subpoena, or admission into evidence in any judicial or administrative proceeding, except as provided in subparagraphs IV (c) or (d).
- (c) In case of legal action brought by the department against a contract service provider or in a proceeding alleging repetitive malicious action and personal injury brought against a contract service provider, the quality assurance program's records may be discoverable.
- (d) The department may refer any evidence of fraudulent or other criminal behavior gathered by the quality assurance program to the appropriate law enforcement authority.
- (e) No employees of the department or employees of a contract service provider or vendor shall be held liable in any action for damages or other relief arising from the providing of information to a quality assurance program or in any judicial or administrative procedure relating to the DHHS' quality assurance program.

III. Goals

The goals of this sentinel event reporting and review policy are:

- 1. To have a positive impact in improving care and service delivery; and
- 2. To understand the causes that underlie sentinel events, and make changes to internal and external systems and processes to reduce the probability of such events in the future.

NH Department of Health and Human Services	Page 2 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

IV. Definition

The Joint Commission defines sentinel event as "an unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof. Serious injury specifically includes loss of limb or function. The phrase 'or the risk thereof' includes any process variation for which a recurrence would carry a significant change of a serious adverse outcome."

Client-centered sentinel events, involving victims and/or perpetrators, include:

1. (a) An unanticipated death, not including homicide or suicide; or
- (b) permanent loss of function; or
- (c) risk thereof, not related to the natural course of an individual's illness or underlying condition, resulting from such causes including, but not limited to:
 - o a medication error,
 - o an unauthorized departure or abduction from a facility providing care, or
 - o a delay or failure to provide services;
2. a. Homicide, i.e., the person is the victim of a homicide;
2. b. Suicide or suicide attempt, i.e., self-injurious behavior with a non-fatal outcome accompanied by evidence (either explicit or implicit) that the person intended to die;
3. Rape or any other sexual assault, i.e., the person is the victim of rape or sexual assault;
4. A serious physical or psychological injury, i.e., one that jeopardizes a person's health, or risk thereof, that is associated with the planning and delivery of care.

Agency-involved sentinel events:

5. High profile events which may involve media coverage and/or police involvement when the police involvement is related to a crime or suspected crime and not primarily to provide assistance in a potentially unsafe situation

V. Applicability

A. Reportable sentinel events shall be those sentinel events that involve individuals who:

- Are receiving Department funded services¹, as described in B and C below;
- Have received Department funded services within the preceding 30 days;
- Have been evaluated by a service provider within the preceding 30 days; or
- Are the subject of a Child or Adult Protective Services report.

B. The following community providers shall be required to report sentinel events:

- Community Mental Health Centers (Bureau of Behavioral Health);
- Area Agencies (Bureau of Developmental Services); and

¹ For purposes of this policy, enrollment in a medical or cash public assistance program, such as Medicaid, Aid to the Needy Blind, Food Stamps, or Financial Assistance to Needy Families, shall not be considered a department funded service or program.

Exhibit A-1 Sentinel Event Policy

NH Department of Health and Human Services	Page 3 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

- Case Management Agencies (Bureau of Elderly and Adult Services)

C. The following DHHS divisions and bureaus which provide direct care services, shall be required to report sentinel events:

1. Division of Community Based Care
 - Bureau of Drug and Alcohol Services;
 - Bureau of Elderly and Adult Services: Adult Protection Program (APSWs); and
 - New Hampshire Hospital

2. Office of Human Services
 - Bureau of Homeless and Housing

3. Division for Children Youth and Families
 - Bureau of Child Protection (CPSWs)
 - Bureau of Juvenile Justice Services
 - a. Juvenile Probation and Parole Services (including all community programs) (JPPOs)
 - b. Sununu Youth Services Center

VI. Notification

A. Immediate Verbal Notification

Upon the discovery of a sentinel event by a community provider or by a DHHS division or bureau (whether by direct report by a provider, other mandatory reporting mechanisms, or a more general discovery) identified in the Applicability section above, that person or entity shall provide immediate verbal notification to the appropriate DHHS Division Director or designee.

Immediate verbal notification shall be provided by direct telephone contact. If direct telephone contact is not possible, a voice-mail or e-mail message shall be left.

The following information shall be provided:

- The reporting individual's name, phone number, and agency/organization;
- Name and date of birth (DOB) of the individual(s) involved in the event;
- Location, date, and time of the event; and
- Description of the event, including what, when, where, how, and other relevant information, as well as the identification of any other individuals involved.

Date: SD
Contractor Initials: 2/24/16

NH Department of Health and Human Services	Page 4 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

Note: Protected health information shall not be left in a voice-mail or e-mail message.

Internal Process: Upon receiving notification of a sentinel event, the Division Director, or any other Department representative who receives the notification, shall report the event to the Department's Quality Improvement Director and the appropriate Department's Associate or Deputy Commissioners either by direct telephone contact, voice-mail or e-mail.

B. Completion of the *Sentinel Event Reporting Form* and E-Studio Notification

Written notification of the sentinel event shall be provided by the reporting person or designated agency staff to the appropriate DHHS Division and/or Bureau Directors within 72 hours of the event. Written notification shall be via a completed "Sentinel Event Reporting Form," and uploaded to the protected E-Studio application, available at <https://nh.same-page.com>.²

Each section of the *Sentinel Event Reporting Form* must be completed following the form's instructions, i.e., *Sentinel Event Reporting Form-Instructions*.

Additional information regarding the sentinel event shall be reported as it becomes available and upon Department request and also uploaded to the E-studio application. Such information may include additional details as they are learned, a change in the status of the situation, or links to relevant newspaper articles.

The process for providing additional information is to either:

- Download the original *Sentinel Event Reporting Form* to a computer and edit it by adding the additional information in the Part V. Follow-Up Information section. Rename the revised *Sentinel Event Reporting Form* as follows:
 - SE BBH Riverbend John S 01022012 rev. 01302012
- Or, upload a separate document, such as a newspaper article, which must have a file name to ensure it will be connected to the correct *Sentinel Event Reporting Form*:
 - SE BBH Riverbend John S 01102012 follow up

Internal Process: The Division / Bureau Director's designee shall review the E-Studio submissions for completeness, accuracy, and whether the reported event meets the criteria of a sentinel event as defined in this policy. Upon determining that a submitted *Sentinel Event Reporting Form* is a complete, accurate, and applicable sentinel event report, the Division / Bureau Director's designee shall notify the Division / Bureau Director, the Department's Quality Improvement Director and the appropriate Associate or Deputy Commissioner(s) of a complete report via E-Studio by selecting the appropriate names and "e-team" provided in the E-Studio application

² Users shall be trained on and approved for E-Studio use, per the "E-Studio Training Protocol."

NH Department of Health and Human Services	Page 5 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

C. Confidentiality

Both community providers and Department components that report sentinel events shall comply with applicable confidentiality laws, HIPAA requirements, and their own policies and procedures regarding the reporting of confidential information and protected health information.

VII. Mandatory Reporting

Reporting sentinel events under the provisions of this policy shall not replace the mandatory reporting requirements of RSA 161-F:42-57 and RSA 169-C:29 with regard to abuse, neglect, self-neglect, or exploitation.

VIII. Sentinel Event Review

Each agency is expected to complete its own review of a reportable sentinel event consistent with the applicable DHHS administrative rules and its agency policies regarding incidents and events that are consistent with this policy's definition of a sentinel event and that involve individuals that are receiving, or who have recently received, Department funded services, i.e., within the previous 30 days, as described in this policy (section V).

A. Authority

The Commissioner, Deputy Commissioner, Associate Commissioner, or their designees, shall assign responsibility to the DHHS Quality Improvement Director to conduct reviews of selected sentinel events. The DHHS Quality Improvement Director shall select a qualified staff person to conduct sentinel event reviews when the Quality Improvement Director is unavailable.

Sentinel events to be reviewed include those:

1. Requested by the Office of the Commissioner, a Division or Bureau Director, or the DHHS Quality Improvement Director; or
2. That, given the available information, the DCBCS Quality Leadership Team identifies those sentinel events in which more than one agency/system was involved with the individual's care and, in which there is preliminary evidence of potentially one or more problematic systemic issues.

B. Notice

The DHHS Quality Improvement Director or designee shall inform the appropriate division's Bureau Administrator and the DCBCS Bureau's Quality Leadership Team Representative, when applicable, via e-mail that a Sentinel Event Review is being scheduled. For sentinel event

NH Department of Health and Human Services	Page 6 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

reviews involving one or more DCBCS bureaus, the DCBCS Quality Leadership Team is responsible for the following:

1. Invitation to the Sentinel Event Review, indicating the date, time, and location of the review;
2. The Department participants who are required to attend the review;
3. Information about the sentinel event, including who the event involves and the reason for the review;
4. The agencies or providers involved, e.g., community providers and/or Department divisions and bureaus, and who should be invited to attend; and
5. Instructions on how to prepare for the review, as follows:
 - Identify and invite other Department and provider-level participants;
 - Identify who among the invitees shall be the presenter(s);
 - Gather information, as applicable from sources such as site visits, interviews with presenters, as applicable, and clinical record reviews;
 - Provide relevant documentation, such as Division, facility, and service provider reports, notes, correspondence, policies, and Individual Service Plans and/or Support Plans. This shall be the responsibility of the individual or entity who actually has the documentation. Documentation shall be brought to the review for reference, but shall not be copied, distributed, or otherwise maintained by the review process.

C. Sentinel Event Review

1. The review shall include:
 - Case presentation(s);
 - Review of the event (including a review of relevant documentation); and
 - Identification of systemic factors, opportunities for improvement and recommendations for follow-up activity, as applicable.
2. The case presentation shall include: demographic information, description of the precipitating event, a clinical description of the individual involved, the immediate action taken by the agency when the incident occurred, any other administrative/operational issues relevant to the event, and a description of any identified opportunities for improvement. (See "Sentinel Event Review Presentation".)
2. The review of the event shall identify recommendations for follow-up activity to address identified systemic issues, if any.
3. No minutes of the review proceedings shall be taken, maintained or distributed.
4. Records of the identification of systemic factors, and opportunities for improvement and recommendations for follow-up activity(ies) will be kept without the identification of individuals or specific community agencies.

NH Department of Health and Human Services	Page 7 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

E. Confidentiality

Pursuant to RSA 126-A:4, IV, any and all records of or prepared solely for the Sentinel Event Review shall be confidential and privileged

Date: SD
Contractor Initials: SD/2/24/16



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, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with federal and other funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.959 US Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; Block Grants for Prevention and Treatment of Substance Abuse; Substance Abuse Block Grant (SABG).
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget.
4. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 4.1. Payments shall be made on cost reimbursement and fee-for-service basis only, for allowable costs, expenses and fees in accordance with Exhibits B-1, Budget through Exhibit B-2, Budget.
 - 4.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1, Budget and Exhibit B-2, Budget
 - 4.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 4.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 3, Data and Reporting Requirements, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget for the previous month by the tenth (10th) working of the current month.
 - 4.5. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-1, Budget and Exhibit B-2, Budget preferably by e-mail on Department approved invoices to:

Financial Manager
Bureau of Drug and Alcohol Services
Department of Health and Human Services
105 Pleasant Street, 3rd Floor North
Concord, NH 03301

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services
Greater Manchester**



Exhibit B

- 4.6. Payments shall be made on fee-for-service basis for Continuous Recovery Monitoring services detailed in Exhibit A, Scope of Services, Section 2.9, in accordance with Exhibits B-1, Budget through Exhibit B-2, Budget.
- 4.7. The Contractor shall bill the Department for Continuous Recovery Monitoring services detailed in Exhibit A, Scope of Services, Section 2.9 on a fee-for-service basis as follows:
 - 4.7.1. Attempted or completed contacts shall be billed at a rate of \$15.00 per contact for up to four (4) contacts per month per client.
 - 4.7.2. The maximum billable amount per client shall not exceed \$60.00 per month.
 - 4.7.3. Unsuccessful contact with the client for thirty (30) consecutive days shall result in no further billing until such time client is successfully contacted, at which time billing limitation in Section 4.7.2 shall apply.
5. 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.
6. 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.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 and Exhibit B-2 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.
9. 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.

Exhibit B-1 Budget

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

Bidder/Program Name: National Council on Alcoholism and Drug Dependence Greater Manchester

Budget Request for: SLD Regional Access Point Services - Greater Manchester (SS-2014-BDAS-03-Regio)

Budget Period: April 1, 2016 through June 30, 2016

Line Item	1	2	3	4	5	6	7	8	9	10	11	12	13	Other	Subtotal	Total	
1. Total Salary/Wages	\$ 45,627.00	\$ 2,347.00	\$ 47,974.00	\$ 24,407.00	\$ 1,257.00	\$ 25,664.00	\$ 21,220.00	\$ 1,090.00	\$ 22,310.00						\$ 21,220.00	\$ 1,090.00	\$ 22,310.00
2. Employee Benefits	\$ 4,292.00	\$ 208.00	\$ 4,500.00	\$ 2,197.00	\$ 113.00	\$ 2,310.00	\$ 2,093.00	\$ 95.00	\$ 2,190.00						\$ 2,093.00	\$ 95.00	\$ 2,190.00
3. Consultants																	
4. Equipment	\$ 190.00	\$ 10.00	\$ 200.00	\$ 190.00	\$ 10.00	\$ 200.00											
5. Supplies																	
6. Travel	\$ 500.00	\$ 25.00	\$ 525.00	\$ 500.00	\$ 25.00	\$ 525.00											
7. Occupancy	\$ 11,675.00	\$ 571.00	\$ 12,246.00	\$ 4,000.00	\$ 196.00	\$ 4,196.00	\$ 7,025.00	\$ 375.00	\$ 7,400.00						\$ 7,025.00	\$ 375.00	\$ 7,400.00
8. Current Expenses	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00											
9. Software	\$ 75.00	\$ 64.00	\$ 139.00	\$ 75.00	\$ 64.00	\$ 139.00											
10. Marketing/Communications	\$ 298.00	\$ 16.00	\$ 314.00	\$ 298.00	\$ 16.00	\$ 314.00											
11. Staff Education and Training	\$ 100.00	\$ 5.00	\$ 105.00	\$ 100.00	\$ 5.00	\$ 105.00											
12. Subcontracts/Agreements	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00											
13. Other (specify details mandatory)	\$ 350.00		\$ 350.00	\$ 350.00		\$ 350.00											
Fee-for-Service @ \$150/contact	\$ 7,095.00		\$ 7,095.00				\$ 7,095.00								\$ 7,095.00		\$ 7,095.00
TOTAL	\$ 71,712.00	\$ 3,246.00	\$ 74,958.00	\$ 31,977.00	\$ 1,686.00	\$ 34,663.00	\$ 30,212.00	\$ 1,860.00	\$ 32,072.00						\$ 30,212.00	\$ 1,860.00	\$ 32,072.00

Indirect As A Percent of Direct: 4.5%

SD
Date 2/24/16
Contractor Inmate



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;

SD
Date 2/24/16



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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2/24/16

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name: NCADD/GM

2/24/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: NCADD/GM

2/24/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: NCADD/GM

2/24/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



**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

SD

Date

2/24/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: NCADD/Gm

2/24/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

Exhibit G

Contractor Initials SD

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

Date 2/24/16



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: NCADD/GM

2/24/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH Dept Health & Human Services
The State

Kathleen Almon
Signature of Authorized Representative

Kathleen A Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

3/1/14
Date

NCAAD/6m - Serenity Place
Name of the Contractor

Sharon Drake
Signature of Authorized Representative

Sharon Drake
Name of Authorized Representative

CEO
Title of Authorized Representative

2/24/16
Date



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

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

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

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

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

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

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

Contractor Name: NCADD/GM

2/24/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



FORM A

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

1. The DUNS number for your entity is: 00-946-2784
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Substance Use Disorder Regional Access Point Services Contract**

This 2nd Amendment to the Substance Use Disorder Regional Access Point Services contract (hereinafter referred to as "Amendment 2") dated this 1st day of September, 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 Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 63 Community Way, Keene, NH, 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 9, 2016 (Item #22), and amended by an agreement (Amendment #1 to the Contract) approved on June 21, 2017 (Item #41) by Governor and Executive Council, 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 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 Governor and Executive Council approval; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months.

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. General Provisions (Form P-37), Block 1.7, to read March 31, 2018.
2. Exhibit B-3 Budget changes the Budget Period to read: July 1, 2017 through March 31, 2018.
3. Add Exhibit K DHHS Information Security Requirements

Remainder of the page left intentionally blank.

New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point 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

11/22/17
Date

[Signature]
Katja S. Fox
Director

Southwestern Community Services, Inc.

9-14-17
Date

[Signature]
Name: Margaret Freeman
Title: Chief Financial Officer

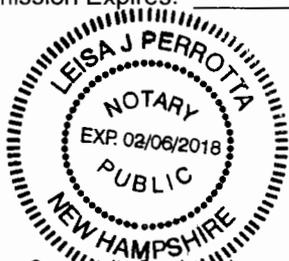
Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on Sept 14, 2017, 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.

[Signature]
Signature of Notary Public or Justice of the Peace

LEISA J PERROTTA, NOTARY
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2-6-2018



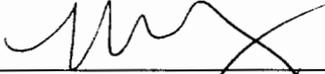
**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 12/2/17


Name: Megan A. Upp
Title: Attorney

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: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

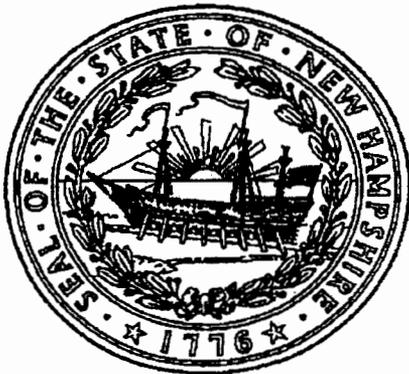
maf
9-14-17

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 SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. 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: 65514



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elaine M. Amer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southwestern Community Services, Inc.
(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 02/18/16:
(Date)

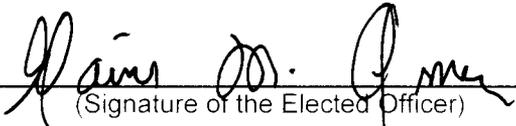
RESOLVED: That the Chief Financial Officer
(Title of Contract Signatory)

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 14th day of Sept, 20 17.
(Date Contract Signed)

4. Margaret Freeman is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

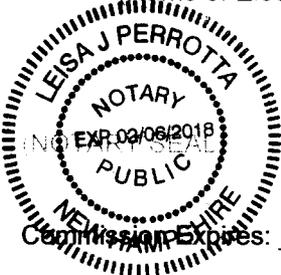
STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 14th day of Sept, 20 17,

By Elaine M. Amer
(Name of Elected Officer of the Agency)


Leisa Perrotta, Notary



Commission Expires: 2-6-2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Philadelphia Insurance Company INSURER B : Maine Employer Mutual Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Southwestern Comm Services Inc PO Box 603 Keene NH 03431	SOUTHWESTERNCOM

COVERAGES **CERTIFICATE NUMBER: 66207872** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1668183	6/30/2017	6/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1668192	6/30/2017	6/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB587872	6/30/2017	6/30/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3102800768	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liability			PHPK1668183	6/30/2017	6/30/2018	\$1,000,000 per occurrence \$2,000,000 general aggregate

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

Workers Compensation Statutory coverage provided for the State of NH
All Executive Officers are included in the Workers Compensation coverage

CERTIFICATE HOLDER

State of NH Dept. of Health & Human Services Division of
Community Based Care Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Southwestern Community Services

Since 1965, people helping people in Cheshire and Sullivan counties

Mission Statement

SCS strives to empower low income people and families. With dignity and respect, SCS will provide assistance, reduce stressors, and advocate for such persons and households as they and their families lift themselves toward self-sufficiency.

In partnership and close collaboration with local communities, SCS will provide leadership and support to develop additional resources, programs and services to further aid this population.

Vision Statement

SCS seeks to *create* and *support* a climate within the communities of southwestern New Hampshire wherein *poverty is never accepted* as a chronic or permanent condition of any person's life.

From the desk of:
Meg Freeman
Chief Financial Officer
Southwestern Community Services, Inc.
Ph: (603) 719-4217
Fax: (603) 719-4136
mfreeman@scshelps.org

63 Community Way / PO Box 603
Keene, NH 03431
(603) 352-7512 or (800) 529-0005
Fax: (603) 352-3618



TTY-NH: (800) 735-2964

96-102 Main Street / PO Box 1338
Claremont, NH 03743
(603)-542-9528
Fax: (603) 542-3140

Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC.
AND RELATED COMPANIES**

**FOR THE YEARS ENDED
MAY 31, 2016 AND 2015
AND
INDEPENDENT AUDITORS' REPORT**

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED MAY 31, 2016

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Consolidated Statements of Financial Position	3
Consolidated Statement of Activities	4
Consolidated Statements of Cash Flows	5 - 6
Consolidated Statement of Functional Expenses	7
Consolidated Notes to Financial Statements	8 - 21
Supplementary Information:	
Consolidated Schedule of Functional Revenues and Expenses	22
Schedule of Expenditures of Federal Awards	23
Notes to Schedule of Expenditures of Federal Awards	24
Independent Auditors' Reports on Internal Control and Compliance	25 - 28
Schedule of Findings and Questioned Costs	29 - 30
Summary Schedule of Prior Audit Findings	31

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2016 and 2015, and the related consolidated statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended May 31, 2016.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated 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 consolidated financial statements based on our audits. We conducted our audits 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 audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 23, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the Schedule of Functional Revenues and Expenses are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with 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 consolidated 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 November 11, 2016, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

December 9, 2016
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2016 AND 2015**

ASSETS

	<u>2016</u>	<u>2015</u> (restated)
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,188,826	\$ 197,247
Accounts receivable	1,102,367	911,829
Prepaid expenses	23,413	45,899
Notes receivable	112,000	112,000
Interest receivable	<u>36,587</u>	<u>32,107</u>
Total current assets	<u>2,463,193</u>	<u>1,299,082</u>
PROPERTY		
Land and buildings	14,237,257	19,155,380
Vehicles and equipment	813,172	802,622
Furniture and fixtures	<u>40,986</u>	<u>144,840</u>
Total property	15,091,415	20,102,842
Less accumulated depreciation	<u>5,446,011</u>	<u>8,819,308</u>
Property, net	<u>9,645,404</u>	<u>11,283,534</u>
OTHER ASSETS		
Inventory	-	209,342
Investment in related parties	20,700	20,700
Due from related parties	281,825	352,217
Cash escrow and reserve funds	341,367	278,772
Security deposits	35,961	62,930
Other assets	<u>384</u>	<u>15,968</u>
Total other assets	<u>680,237</u>	<u>939,929</u>
Total assets	<u>\$ 12,788,834</u>	<u>\$ 13,522,545</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 155,247	\$ 720,997
Accrued expenses	146,363	117,347
Accrued payroll and payroll taxes	218,182	309,572
Other current liabilities	181,696	132,696
Refundable advances	201,064	239,234
Bank line of credit	-	249,953
Current portion of long term debt	<u>381,611</u>	<u>331,865</u>
Total current liabilities	1,284,163	2,101,664
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	<u>7,991,096</u>	<u>9,069,941</u>
Total liabilities	<u>9,275,259</u>	<u>11,171,605</u>
NET ASSETS		
Unrestricted	3,302,355	2,341,095
Temporarily restricted	<u>211,220</u>	<u>9,845</u>
Total net assets	<u>3,513,575</u>	<u>2,350,940</u>
Total liabilities and net assets	<u>\$ 12,788,834</u>	<u>\$ 13,522,545</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u> (restated)
REVENUES AND OTHER SUPPORT				
Government contracts	\$ 9,060,110	\$ -	\$ 9,060,110	9,154,522
Program service fees	2,030,772	-	2,030,772	1,991,293
Rental income	1,007,200	-	1,007,200	533,766
Developer income	254,004	-	254,004	347,615
Support	306,582	211,220	517,802	381,297
Fundraising	67,765	-	67,765	92,884
Interest income	4,710	-	4,710	4,549
Forgiveness of debt	61,209	-	61,209	585,457
Miscellaneous	264,795	-	264,795	122,439
In-kind contributions	215,867	-	215,867	161,575
Total revenues and other support	<u>13,273,014</u>	<u>211,220</u>	<u>13,484,234</u>	<u>13,375,397</u>
NET ASSETS RELEASED FROM RESTRICTIONS				
	<u>9,845</u>	<u>(9,845)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>13,282,859</u>	<u>201,375</u>	<u>13,484,234</u>	<u>13,375,397</u>
EXPENSES				
Program services				
Home energy programs	3,624,241	-	3,624,241	4,014,931
Education and nutrition	2,271,455	-	2,271,455	2,213,462
Homeless programs	2,122,818	-	2,122,818	2,211,640
Housing services	2,521,333	-	2,521,333	1,895,451
Economic development services	317,822	-	317,822	437,548
Other programs	745,736	-	745,736	818,906
Total program services	<u>11,603,405</u>	<u>-</u>	<u>11,603,405</u>	<u>11,591,938</u>
Supporting activities				
Management and general	1,887,761	-	1,887,761	1,826,284
Total expenses	<u>13,491,166</u>	<u>-</u>	<u>13,491,166</u>	<u>13,418,222</u>
CHANGES IN NET ASSETS BEFORE GAIN (LOSS) ON SALE OF PROPERTY	<u>(208,307)</u>	<u>201,375</u>	<u>(6,932)</u>	<u>(42,825)</u>
GAIN (LOSS) ON SALE OF PROPERTY	<u>759,643</u>	<u>-</u>	<u>759,643</u>	<u>(11,116)</u>
CHANGE IN NET ASSETS	<u>551,336</u>	<u>201,375</u>	<u>752,711</u>	<u>(53,941)</u>
NET ASSETS, BEGINNING OF YEAR	2,341,095	9,845	2,350,940	4,194,192
PRIOR PERIOD ADJUSTMENT	-	-	-	195,077
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	<u>409,924</u>	<u>-</u>	<u>409,924</u>	<u>(1,984,388)</u>
NET ASSETS, BEGINNING OF YEAR	<u>2,751,019</u>	<u>9,845</u>	<u>2,760,864</u>	<u>2,404,881</u>
NET ASSETS, END OF YEAR	<u>\$ 3,302,355</u>	<u>\$ 211,220</u>	<u>\$ 3,513,575</u>	<u>\$ 2,350,940</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u> (restated)
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 752,711	\$ (53,941)
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	597,297	505,694
(Gain) loss on sales of property	(884,882)	-
Loss on sale of property developments sold	125,239	11,116
Forgiveness of debt	(61,209)	(585,457)
(Increase) decrease in assets:		
Accounts receivable	(190,538)	71,516
Prepaid expenses	31,980	(53,739)
Interest receivable	(4,480)	(4,480)
Due from related parties	(164,685)	944,184
Security deposits	59,036	(5,398)
Other assets	15,584	
Increase (decrease) in liabilities:		
Accounts payable	(603,671)	(334,243)
Accrued expenses	(820)	(639,853)
Accrued payroll and payroll taxes	(91,390)	196,026
Other current liabilities	49,000	2,563
Refundable advances	(38,170)	107,120
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(408,998)</u>	<u>161,108</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Decrease in escrow funds	237,589	29,115
Proceeds from property developments sold	266,500	261,478
Improvements to property developments	(182,397)	(158,756)
Proceeds from sales of property	4,019,878	-
Purchase of property	(115,173)	(75,198)
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>4,226,397</u>	<u>56,639</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayments on bank line of credit	(249,953)	(89,000)
Proceeds from long term debt	34,182	67,917
Repayment of long term debt	(2,636,139)	(102,869)
NET CASH USED IN FINANCING ACTIVITIES	<u>(2,851,910)</u>	<u>(123,952)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	965,489	93,795
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	197,247	96,654
CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	<u>26,090</u>	<u>6,798</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,188,826</u>	<u>\$ 197,247</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u> (restated)
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 253,726</u>	<u>\$ 186,420</u>
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Transfer of assets from newly consolidated LPs:		
Accounts receivable	\$ -	\$ 7,149
Due from related parties	40,000	-
Prepaid expenses	9,494	8,324
Land and buildings	3,097,594	6,623,002
Furniture and fixtures	28,666	111,730
Accumulated depreciation	(1,147,270)	(3,857,476)
Other assets	-	15,377
Cash escrow and reserve funds	300,184	125,050
Security deposits	<u>32,067</u>	<u>45,904</u>
Total transfer of assets from newly consolidated LPs	<u>\$ 2,360,735</u>	<u>\$ 3,079,060</u>
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	\$ 37,921	\$ 504,354
Due to related parties	-	226,789
Accrued expenses	29,836	645,873
Long term debt	<u>1,909,144</u>	<u>3,693,230</u>
Total transfer of liabilities from newly consolidated LPs	<u>\$ 1,976,901</u>	<u>\$ 5,070,246</u>
Transfer of net assets from newly consolidated LPs	<u>\$ 409,924</u>	<u>\$ (1,984,388)</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2016 Total	2015 Total (restated)
Payroll	\$ 367,452	\$ 1,020,131	\$ 560,784	\$ 780,508	\$ 205,470	\$ 382,202	\$ 3,318,547	\$ 754,218	\$ 4,070,765	\$ 3,884,753
Payroll taxes	37,424	114,436	55,898	75,987	19,773	43,778	347,296	66,039	413,335	419,912
Employee benefits	125,137	298,025	156,712	217,328	54,272	119,434	970,908	149,659	1,120,567	1,241,803
Retirement	24,223	70,374	36,061	59,160	13,817	17,028	220,663	63,302	283,985	284,701
Advertising	150	26,290	1,698	2,908	1,980	-	33,036	396	33,432	24,335
Bank charges	240	-	104	5,370	-	-	5,714	8,123	13,837	10,143
Bad debt expense	-	-	-	27,660	-	-	27,660	-	27,660	878
Commercial subsidy	1,800	-	11,074	-	-	1,868	14,742	-	14,742	13,373
Computer cost	58	3,133	3,189	-	1,310	-	7,690	129,074	136,764	159,186
Contractual	219,626	22,618	144,901	35,717	2,386	80,035	505,183	16,144	521,327	785,393
Depreciation	-	21,870	91,203	321,803	-	11,557	448,433	150,864	597,297	505,694
Dues/registration	-	8,815	625	235	-	7,914	15,589	3,030	18,619	26,125
Duplicating	1,588	9,460	207	135	-	726	12,116	5,407	17,523	14,354
Insurance	6,038	15,578	22,855	98,104	1,198	6,211	149,984	39,640	189,624	141,867
Interest	-	8,774	10,663	103,971	-	2,190	125,598	128,128	253,726	186,420
Meeting and conference	7,374	896	11,846	8,762	-	26,274	55,152	36,430	91,582	56,293
Miscellaneous expense	9,396	8,715	2,975	136,707	355	5,702	183,850	31,465	195,315	77,676
Miscellaneous taxes	-	-	-	89,068	-	-	89,068	10,175	99,243	48,920
Equipment purchases	232	1,832	569	4,744	-	-	7,377	5,770	13,147	17,982
Office expense	11,381	18,063	12,256	7,957	3,886	430	53,773	16,483	70,256	62,621
Postage	45	377	100	588	294	-	1,404	23,999	25,403	23,144
Professional fees	-	-	-	48,030	-	-	48,030	92,569	140,599	66,297
Staff development and training	3,300	5,335	17,862	6,227	-	12,592	45,336	20,809	65,945	93,425
Subscriptions	-	-	-	458	234	1,050	1,742	551	2,293	979
Telephone	1,621	15,497	23,826	9,660	4,347	1,133	56,084	5,076	61,160	85,550
Fax	-	-	-	-	-	-	-	-	-	46
Travel	5,778	18,032	20,648	7,572	5,171	764	57,985	3,429	61,394	52,997
Vehicle	1,668	3,362	2,713	28,122	-	5,607	41,472	36,064	77,536	78,974
Rent	-	26,550	-	-	-	-	26,550	-	26,550	25,550
Space costs	-	148,298	258,489	391,556	-	510	798,853	91,117	889,970	897,407
Direct client assistance	2,799,710	191,127	675,640	52,996	3,519	18,731	3,741,723	-	3,741,723	4,187,069
In-kind expenses	-	215,857	-	-	-	-	215,857	-	215,857	161,575
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	3,824,241	2,271,455	2,122,818	2,521,333	317,822	745,736	11,603,405	1,887,761	13,491,186	13,418,222
Allocation of management and general expenses	589,629	369,544	345,362	410,196	51,707	121,323	1,887,761	(1,887,761)	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 4,213,870	\$ 2,640,999	\$ 2,468,180	\$ 2,931,529	\$ 369,529	\$ 867,059	\$ 13,491,166	\$ -	\$ 13,491,166	\$ 13,418,222

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2016 AND 2015

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corp., SCS Housing, Inc., Drewsville Carriage House Associates, LP (Drewsville), North Walpole Village Housing Associates, LP (North Walpole), Troy Common Associates, LP (Troy), Peterborough/Finlay, LLC (Peterborough), Hinsdale Main Street Associates LP (Hinsdale), Jaffrey Housing Associates LP (Jaffrey), Troy Senior Housing Associates, LP (Troy Senior), and Keene Eastside Senior Housing Associates, LP (Keene Eastside). The Organization is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Basis of Accounting

The consolidated financial statements of Southwestern Community Services, Inc. and related companies have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles. The consolidated financial statements include the accounts of Southwestern Community Services, Inc., SCS Management Corp., and SCS Housing, Inc. The three corporations are combined because Southwestern Community Services, Inc. controls more than 50% of the voting power. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

For the years ended May 31, 2016 and 2015, Drewsville, North Walpole, Troy, Peterborough, Hinsdale, Jaffrey, Troy Senior, and Keene Eastside have been consolidated with the Organization because the Organization owns 100% of the voting power. Troy Senior and Keene Eastside were acquired by the Organization during the year ended May 31, 2016, and Peterborough, Hinsdale, and Jaffrey were acquired during the year ended May 31, 2015. During the year ended May 31, 2016, the Organization sold North Walpole, Troy, Peterborough, and Hinsdale. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

Basis of Presentation

Financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, Financial Statements of Not-for-Profit Organizations. Under FASB ASC 958-210, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based upon the existence or absence of donor-imposed restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Net assets reflecting the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor - imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of May 31, 2016 and 2015, the Organization had unrestricted and temporarily restricted net assets.

The 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 generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2015 from which the summarized information was derived.

Refundable Advances

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

In-Kind Support

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities 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. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2016 and 2015. The Organization has no policy for charging interest on overdue accounts.

Notes Receivable

The Organization has two notes receivable from an unrelated third party. The notes receivable are stated at the amount that is expected to be collected at year end. Interest is accrued at a rate of 4% annually. The balance of the notes receivable and related interest receivable is \$112,000 and \$36,587, respectively at May 31, 2016 and \$112,000 and \$32,107, respectively at May 31, 2015.

Inventory

Inventory is recorded at cost or at fair value if contributed. Inventory consists of property developments, which when complete, will be held for sale. There are no property developments in process at May 31, 2016.

Current Vulnerability Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2016 and 2015, approximately 66% and 68%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the organization is dependent upon continued support from the government.

Concentration of Credit Risk

The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts. At May 31, 2016, cash balances in excess of federally insured limits aggregated approximately \$960,000. At May 31, 2015, no balance exceeded the federally insured limits.

Property and Depreciation

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than \$5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property.

Advertising

The Organization expenses advertising costs as incurred.

Revenue Recognition

Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as restricted if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not a private foundation. As such, they are exempt from income tax on its exempt function income.

SCS Housing, Inc. is taxed as a corporation and has federal net operating loss carryforwards totaling \$808,894 and \$800,793 at May 31, 2016 and 2015, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Tax benefit from loss carryforwards	\$121,334	\$120,119
Valuation allowance	<u>(121,334)</u>	<u>(120,119)</u>
Deferred tax asset	<u>\$ -</u>	<u>\$ -</u>

Drewsville, North Walpole, Troy, Peterborough, Hinsdale, Jaffrey, Troy, Senior and Keene Eastside are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax position taken on its income tax returns for all open years (tax years ending May 31, 2013 – 2016), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, prepaid expenses, inventory, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

Functional Allocation of Expenses

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

NOTE 2 **BANK LINE OF CREDIT**

The Organization has a \$250,000 revolving line of credit agreement with a bank. The line calls for monthly interest payments based on an interest rate of 4% per annum. The line is secured by all the Organization's assets. The outstanding balance at May 31, 2015 totaled \$249,953. The balance has been repaid in full as of May 31, 2016.

NOTE 3 **LONG TERM DEBT**

The long term debt at May 31, 2016 and 2015 consisted of the following:

	<u>2016</u>	<u>2015</u>
1% mortgage payable to New Hampshire Housing Finance Authority in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization.	\$ 172,929	\$ 181,843
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization.	32,147	32,147
3.5% note payable to a bank in monthly installments for principal and interest of \$959 through March 2021. The note is secured by real estate of the Organization.	51,906	61,388
Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization.	250,000	250,000
Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization.	406,558	408,300

4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment due January 2017. The note is secured by real estate of the Organization.	192,893	206,615
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of \$11,050 through May 2049. The note is secured by real estate of the Organization.	2,312,802	2,343,485
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract and the note is secured by real estate of the Organization.	460,000	460,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2016 and is classified as current. The note is secured by real estate of the Organization.	63,000	63,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2016 and is classified as current. The note is secured by real estate of the Organization.	45,000	45,000
Note payable to a bank in monthly installments for principal and interest of \$2,769 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.07% at May 31, 2016 and 2015. The note is secured by real estate of the Organization.	439,386	449,567
5.95% note payable to a bank in monthly installments for principal and interest of \$934 through May 2021. The note is secured by real estate of the Organization.	110,853	115,214

North Walpole - 6% note payable to a bank in monthly installments for principal and interest of \$1,351 through April 2016 at which time a balloon payment of \$123,000 was due. North Walpole was sold during the year ended May 31, 2016. The note was secured by real estate of the Organization.

	-	128,971
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Troy - 7% note payable to a bank in monthly installments for principal and interest of \$807 through December 2025. Troy was sold during the year ended May 31, 2016 and the note was paid off. The note was secured by real estate of the Organization.

	-	76,750
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Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization.

	200,000	225,000
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Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization.

	120,000	135,000
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Non-interest bearing note payable to New Hampshire Finance Authority in annual payments in the amount of 50% of annual surplus cash through July 2023 at which time the remaining balance is due. The note is secured by real estate of the Organization.

	794,189	794,189
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Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization.

	402,966	424,175
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3.99% note payable to a bank in monthly installments for principal and interest of \$355 through May 2018. The note is secured by a vehicle of the Organization.	8,401	12,249
Peterborough - 7% note payable to New Hampshire Housing Finance Authority in monthly installments for principal and interest of \$15,013 through June 2040. Peterborough was sold during the year ended May 31, 2016 and the note was paid off. The note was secured by a mortgage and risk sharing security agreement with the U.S. Department of Housing and Urban Development on the Organization's assets.	-	2,124,114
Peterborough - Non-recourse 0% note payable to New Hampshire Housing Finance Authority. Principal is payable at the sole discretion of the lender from excess cash of the borrower determined by formula. Peterborough was sold during the year ended May 31, 2016 and the note was paid off. The note was due December 2041 and was secured by the Partnership's land and buildings.	-	388,657
Jaffrey - 30-year deferred note payable to the Town of Jaffrey, New Hampshire. Payment of principal and accrued interest at 1% are deferred until the note matures in June 2027. The note is secured by land and buildings. The balance included cumulative accrued interest of \$46,819.	297,668	294,721
Jaffrey - 6% note payable to a bank in monthly installments for principal and interest of \$484 through June 2027. The note is secured by land and buildings.	46,592	49,463
Hinsdale - 6% note payable to a bank in monthly installments for principal and interest of \$635 with a balloon payment due October 2017. Hinsdale was sold during the year ended May 31, 2016 and the note was paid off. The note was secured by land and buildings.	-	66,030
4.25% note payable to a bank in monthly installments for principal and interest through December 2016. The note was secured by land and buildings and was paid off during the year ended May 31, 2016.	-	37,718

6.99% note payable to a finance company in monthly installments for principal and interest of \$652 through June 2019. The note is secured by a vehicle.	22,167	28,210
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization.	640,000	-
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization.	140,210	-
Keene Eastside - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization.	900,000	-
Keene Eastside - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization.	34,106	-
Keene Eastside - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization.	<u>228,934</u>	<u>-</u>
	8,372,707	9,401,806
Less current portion due within one year	<u>381,611</u>	<u>331,865</u>
	<u>\$ 7,991,096</u>	<u>\$ 9,069,941</u>

The schedule of maturities of long term debt at May 31, 2016 is as follows:

Year Ending	Amount
<u>May 31</u>	
2017	\$ 381,611
2018	84,403
2019	83,465
2020	80,398
2021	81,318
Thereafter	<u>7,661,512</u>
Total	<u>\$ 8,372,707</u>

NOTE 4 **OPERATING LEASES**

The Organization leases facilities and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2017. Monthly lease payments range from \$341 to \$3,521. Lease expense for the years ended May 31, 2016 and 2015 totaled \$25,093 and \$9,472, respectively.

Future minimum payments as of May 31, 2016 on the above leases are \$36,617 during the year ending May 31, 2017.

NOTE 5 **ACCRUED COMPENSATED BALANCES**

At May 31, 2016 and 2015, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$125,790 and \$125,564, respectively.

NOTE 6 **CONTINGENCIES**

At May 31, 2016, SCS Housing, Inc. is the general partner of seven limited partnerships (which include Drewsville, Jaffrey, and Troy Senior, consolidated within the financial statements) formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$2,345,000 at May 31, 2016. Partnership real estate with a cost basis of approximately \$17,286,000 provides collateral on these loans.

At May 31, 2015, SCS Housing, Inc. was the general partner of eleven limited partnerships (which included Drewsville, North Walpole, Troy, Peterborough, Hinsdale, and Jaffrey, consolidated within the financial statements) formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. had guaranteed repayment of liabilities of various partnerships totaling \$5,209,000 at May 31, 2015. Partnership real estate with a cost basis of approximately \$25,300,000 provided collateral on these loans.

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2016 and 2015.

NOTE 7 **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2016 and 2015, SCS Housing, Inc. managed seven limited partnerships. Management fees charged by SCS Housing, Inc. totaled \$276,881 and \$337,996, for the years ended May 31, 2016 and 2015, respectively. In addition, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years. The total amount due and expected to be collected from the limited partnerships was \$281,825 and \$352,217 at May 31, 2016 and 2015, respectively.

NOTE 8 **INVESTMENT IN RELATED PARTIES**

The Organization has invested in three related entities for property development and Department of Housing and Urban Development (HUD) sponsorship purposes. The total amount invested in these entities totaled \$20,700 at May 31, 2016 and 2015.

NOTE 9 **RETIREMENT PLAN**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled \$283,965 and \$264,701 for the years ended May 31, 2016 and 2015, respectively.

NOTE 10 **RESTRICTIONS ON NET ASSETS**

Temporarily restricted net assets consist of contributions received by the Organization that have not been used for the specified purpose of the donor. Temporarily restricted net assets at May 31, 2016 and 2015 totaled \$211,220 and \$9,845, respectively.

NOTE 11 FORGIVENESS OF DEBT

During the year ended May 31, 2016 the Organization realized forgiveness of debt income in connection with notes payable to HUD. Forgiveness of debt income totaled \$61,209 for the year ended May 31, 2016.

During the year ended May 31, 2015 the Organization realized forgiveness of debt income in connection with notes payable to the Town of Hinsdale, the County of Cheshire and HUD. Forgiveness of debt income totaled \$585,457 for the year ended May 31, 2015.

NOTE 12 PRIOR PERIOD ADJUSTMENT

The beginning net assets for the year ended May 31, 2016 have been restated to properly reflect the amount of assets and liabilities assumed in 2015 when Southwestern Community Services, Inc. acquired interests in a low income housing partnership. Unrestricted net assets at May 31, 2015 have been increased by \$195,077 to properly reflect the transaction.

NOTE 13 TRANSFER OF PARTNERSHIP INTEREST

During 2016, SCS acquired partnership interests in two low income housing limited partnerships: Troy Senior Housing Associates, LP (Troy Senior) and Keene Eastside Senior Housing Associates, LP (Keene Eastside). The amount paid for each partnership interest was \$1 and at the time of acquisition SCS became the general partner in each partnership.

The following is a summary of the assets and liabilities of each partnership at the date of acquisition:

Date of transfer	<u>09/09/2015</u>	<u>12/31/2015</u>	
	<u>Keene Eastside</u>	<u>Troy Senior</u>	<u>Total</u>
Cash	\$ 18,722	\$ 7,368	\$ 26,090
Cash-escrow	280,837	19,347	300,184
Property – net	996,031	982,959	1,978,990
Other assets	<u>38,090</u>	<u>22,557</u>	<u>60,647</u>
Total assets	<u>1,333,680</u>	<u>1,032,231</u>	<u>2,365,911</u>
Notes payable	1,128,934	780,210	1,909,144
Other liabilities	<u>19,778</u>	<u>27,065</u>	<u>46,843</u>
Total liabilities	<u>1,148,712</u>	<u>807,275</u>	<u>1,955,987</u>
Partners' capital	<u>\$ 184,968</u>	<u>\$ 224,956</u>	<u>\$ 409,924</u>

During 2015, SCS acquired partnership interests in three low income housing limited partnerships: Hinsdale Main Street Associates, LP (Hinsdale), Jaffrey Housing Associates (Jaffrey) and Peterborough/Finlay, LLC (Peterborough). The amount paid for each partnership interest was \$1 and at the time of acquisition SCS became the general partner in each partnership.

The following is a summary of the assets and liabilities of each partnership at the date of acquisition:

Date of transfer	<u>12/31/2014</u>	<u>12/31/2014</u>	<u>04/30/2015</u>	
	<u>Jaffrey</u>	<u>Hinsdale</u>	<u>Peterborough</u>	<u>Total</u>
Cash	\$ 2,393	\$ 3,284	\$ 1,121	\$ 6,798
Cash-escrow	-	31,079	93,971	125,050
Property -- net	328,095	645,620	1,928,533	2,902,248
Other assets	<u>12,097</u>	<u>10,746</u>	<u>54,121</u>	<u>76,964</u>
Total assets	<u>342,585</u>	<u>690,729</u>	<u>2,077,746</u>	<u>3,111,060</u>
Notes payable	345,342	590,654	2,757,234	3,693,230
Other liabilities	<u>178,907</u>	<u>402,037</u>	<u>821,274</u>	<u>1,402,218</u>
Total liabilities	<u>524,249</u>	<u>992,691</u>	<u>3,578,508</u>	<u>5,095,448</u>
Partners' (deficit)	<u>\$ (181,664)</u>	<u>\$ (301,962)</u>	<u>\$(1,500,762)</u>	<u>\$(1,984,388)</u>

NOTE 14 RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 15 SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 9, 2016, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION
(SEE INDEPENDENT AUDITORS' REPORT)

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES
CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Home Energy Problems	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2016 Total	2015 Total (restated)
REVENUES										
Government contracts	\$ 3,620,956	\$ 2,600,009	\$ 1,760,082	\$ 63,747	\$ 451,713	\$ 16,534	\$ 8,513,041	\$ 547,069	\$ 9,060,110	\$ 9,154,522
Program service fees	152,678	7,923	57,647	1,044,955	-	765,243	2,028,646	2,126	2,030,772	1,991,293
Rental income	-	-	100,521	906,670	-	-	1,007,200	-	1,007,200	533,766
Developer income	-	-	-	254,004	-	-	254,004	-	254,004	347,615
Support	71,870	35,460	127,248	112,000	-	171,049	517,627	175	517,802	381,297
Fundraising	-	50	-	-	-	67,715	67,765	-	67,765	92,884
Interest income	3	-	10	157	-	12	182	4,528	4,710	4,549
Forgiveness of debt	-	-	61,209	-	-	-	61,209	61,209	61,209	122,439
Miscellaneous	5,226	1,453	81	127,155	-	60	133,975	130,620	264,795	585,457
In-kind contributions	-	215,867	-	-	-	-	215,867	-	215,867	161,575
Total revenues and other support	<u>3,850,633</u>	<u>2,860,762</u>	<u>2,106,798</u>	<u>2,508,697</u>	<u>451,713</u>	<u>1,020,613</u>	<u>12,799,519</u>	<u>684,718</u>	<u>13,484,234</u>	<u>13,375,397</u>
EXPENSES										
Payroll	\$ 367,452	\$ 1,020,131	\$ 560,784	\$ 780,508	\$ 205,470	\$ 382,202	\$ 3,316,547	\$ 754,218	\$ 4,070,765	\$ 3,884,753
Payroll taxes	37,424	114,436	56,898	75,987	19,773	43,778	347,296	86,039	413,335	419,912
Employee benefits	125,137	298,025	156,712	217,328	54,272	119,434	970,908	149,659	1,120,567	1,241,803
Retirement	24,223	70,374	36,061	59,180	13,817	17,028	220,683	63,302	283,985	264,701
Advertising	150	28,290	1,998	2,908	1,990	-	33,036	398	33,432	24,335
Bank charges	240	-	104	5,370	-	-	5,714	6,123	13,837	878
Bad debt expense	-	-	-	27,680	-	-	27,680	-	27,680	10,143
Commercial subsidy	1,800	3,133	11,074	-	-	1,888	14,742	-	14,742	13,373
Computer cost	59	3,195	3,189	-	1,310	-	7,689	129,074	136,764	158,186
Contractual	218,626	22,618	144,801	35,717	2,396	80,035	505,183	16,144	521,327	785,393
Depreciation	-	21,870	91,203	321,803	-	11,557	446,433	150,864	597,297	505,684
Dues/regulation	-	6,815	925	235	-	7,914	15,589	3,030	18,619	16,215
Duplicating	1,588	9,460	207	135	-	726	12,116	5,407	17,523	14,354
Insurance	6,038	15,578	22,855	98,104	1,198	6,211	149,964	39,940	189,624	141,667
Interest	7,374	8,774	10,863	103,971	-	2,190	125,998	128,128	253,726	186,420
Meeting & conference	8,396	896	11,846	8,762	-	26,274	55,152	36,430	91,582	58,293
Miscellaneous expense	-	-	2,975	136,707	355	5,702	163,850	31,465	195,315	77,676
Miscellaneous taxes	-	-	-	89,068	-	-	89,068	10,175	99,243	49,920
Equipment purchases	232	1,832	569	4,744	-	-	7,377	5,770	13,147	17,962
Office expense	11,381	18,063	12,256	7,957	3,696	430	53,773	16,483	70,256	62,621
Postage	45	377	100	568	294	-	1,404	23,989	25,403	23,144
Professional fees	-	-	-	48,030	-	-	48,030	92,569	140,599	66,297
Staff development and training	3,300	5,335	17,882	6,227	-	12,592	45,338	20,609	65,945	93,425
Subscriptions	-	-	-	468	234	1,050	1,742	551	2,293	979
Telephone	1,621	15,497	23,826	9,660	4,347	1,133	56,084	5,076	61,160	65,550
Tax	-	-	-	-	-	-	-	-	-	46
Travel	5,778	18,032	20,648	7,572	5,171	764	57,985	3,429	61,394	52,997
Vehicle	1,868	2,713	28,122	26,122	-	5,607	41,472	36,064	77,538	78,974
Rent	-	28,550	-	-	-	-	28,550	-	28,550	25,550
Space costs	-	-	258,468	391,556	-	510	798,853	91,117	889,970	697,407
Direct client assistance	2,799,710	191,127	675,640	52,996	3,519	18,731	3,741,723	-	3,741,723	4,187,069
In-kind expenses	-	215,867	-	-	-	18,731	215,867	-	215,867	161,575
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	<u>3,624,241</u>	<u>2,271,455</u>	<u>2,122,618</u>	<u>2,521,333</u>	<u>317,822</u>	<u>745,736</u>	<u>11,603,405</u>	<u>1,887,761</u>	<u>13,491,166</u>	<u>13,418,222</u>
Allocation of management and general expenses	589,629	369,544	345,362	410,198	51,707	121,323	1,887,761	(1,887,761)	-	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 4,213,870</u>	<u>\$ 2,640,999</u>	<u>\$ 2,468,180</u>	<u>\$ 2,931,529</u>	<u>\$ 369,529</u>	<u>\$ 867,059</u>	<u>\$ 13,491,166</u>	<u>\$ -</u>	<u>\$ 13,491,166</u>	<u>\$ 13,418,222</u>

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2018**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURE
U.S. Department of Agriculture				
Rural Housing Preservation Grants	10.433	N/A	N/A	\$ 25,000
Child and Adult Care Food Program	10.558	State of NH, Dept of Education	Unknown	127,220
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.657	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	362,975
Commodity Supplemental Food Program	10.665	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	142,070
Total U.S. Department of Agriculture				<u>\$ 657,265</u>
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	\$ 212,077
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	403,269
Continuum of Care Program	14.287	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	85,988
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	272,324
Total U.S. Department of Housing and Urban Development				<u>\$ 973,339</u>
U.S. Department of Labor				
WIA Cluster				
WIA Adult Program	17.258	Southern NH Services	Unknown	\$ 47,297
WIA Dislocated Worker Formula Grants	17.278	Southern NH Services	Unknown	61,861
Total U.S. Department of Labor/WIA Cluster				<u>\$ 98,958</u>
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	01-02-024010-7708-074-500587	\$ 157,776
Total U.S. Department of Energy				<u>\$ 157,776</u>
U.S. Department of Veterans Affairs				
VA Supportive Services for Veteran Families Program	64.033	N/A	N/A	\$ 250,910
Total U.S. Department of Veterans Affairs				<u>\$ 250,910</u>
U.S. Department of Health & Human Services				
Special Programs for the Aging, Title III, Part B,				
Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	1047055	\$ 5,400
Drug-Free Communities Support Program Grants	93.276	N/A	N/A	131,397
Temporary Assistance for Needy Families	93.558	Southern NH Services	Unknown	362,765
Low Income Home Energy Assistance	93.588	State of NH, Office of Energy & Planning	1045082	3,280,457
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	500731	525,394
CSBG - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance	500731	21,675
Head Start	93.600	N/A	N/A	1,961,961
Total U.S. Department of Health & Human Services				<u>\$ 6,279,039</u>
U.S. Department of Homeland Security				
Emergency Food and Shelter National Board Program	67.024	State of NH, DHHS, Office of Human Services	Unknown	\$ 3,622
Total U.S. Department of Homeland Security				<u>\$ 3,622</u>
TOTAL				<u>\$ 8,420,906</u>

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2016**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE 3 INDIRECT COST RATE

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited, in accordance with the 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, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2016, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related consolidated notes to the financial statements, and have issued our report thereon dated November 11, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Southwestern Community Services, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during

our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leane McDonnell & Roberts
Professional Association

December 9, 2016
Wolfeboro, New Hampshire

*Leone,
McDonnell
& Roberts*

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY

DOVER • CONCORD

STRATHAM

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2016. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Southwestern Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southwestern Community Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southwestern Community Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2016.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2016-001. Our opinion on each major federal program is not modified with respect to these matters.

Southwestern Community Services, Inc.'s response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of Southwestern Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southwestern Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. And therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2016-001, that we consider to be a material weakness.

Southwestern Community Services, Inc.'s response to the internal control over compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association
December 9, 2016
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED MAY 31, 2016

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. One material weakness in internal control over major federal award programs disclosed during the audit is reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this schedule.
7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Head Start, 93.600, and Community Services Block Grant, 93.569.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Southwestern Community Services, Inc. was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

Department of Health and Human Services

2016-001 Head Start - CFDA No. 93.600 (material weakness)

Condition: In testing drawdowns for the Head Start program, it was noted that eight drawdowns lacked supporting documentation of the Head Start expenditures for which the drawdown was requested.

Criteria: All drawdowns must be for current expenditures incurred for the Head Start program and must be accompanied by supporting documentation.

Effect: Failure to maintain supporting documentation for each drawdown could result in advanced drawdowns of Head Start funds for purposes other than those allowed by Head Start.

Cause: Lack of internal control surrounding the documentation and approval of Head Start drawdowns.

Context: All twenty four drawdowns during the year were selected for testing. The test found that eight of the drawdowns lacked supporting documentation.

Auditors' Recommendation: The Organization needs to strengthen controls over its cash management processes to ensure compliance with federal requirements. We recommend that procedures be implemented so that each Head Start drawdown requires approval of either a member of the finance committee or the Head Start Program Director. Each drawdown must be accompanied by supporting documentation of the expenditures for which the drawdown is being made.

Views of Responsible Officials and Planned Corrective Action:

Effective December 2015, the Organization, in an effort to strengthen controls over its cash management process, ensuring compliance with federal requirements; has put into place a policy with regards to Cash Advances of Federal Grants.

Cash advances shall be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs [CFR Part 74.22(b)(2)].

Cash advances under this section shall require submission of satisfactory documentation of the expenses for which the cash is being drawn down, for the approval of both CEO (or designee) and a member of the Executive Committee of the Agency Board of Directors. Documentation and approvals are maintained by the CEO (or designee) in accordance with the agencies file retention policy.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2015**

Department of Health and Human Services

2015-001 Head Start - CFDA No. 93.600 (material weakness)

Condition: In testing drawdowns for the Head Start program, it was noted that all but three drawdowns lacked supporting documentation of the Head Start expenditures for which the drawdown was requested.

Auditors' Recommendation: It was recommended that the Organization needed to strengthen controls over its cash management processes to ensure compliance with federal requirements. It was recommended that procedures be implemented so that each Head Start drawdown requires approval of either a member of the finance committee or the Head Start Program Director. Each drawdown must be accompanied by supporting documentation of the expenditures for which the drawdown is being made.

Current Status: The recommendation was adopted in December 2015. There were similar audit findings in the 2016 audit until the recommendation was adopted in December 2015.

Southwestern Community Services, Inc. Board of Directors - Composition - 2017 -

CHESHIRE COUNTY

SULLIVAN COUNTY

**CONSTITUENT
SECTOR**

Beth Fox
Asst. City Manager/HR Director
City of Keene

Mary Lou Huffling
Fall Mountain Emergency Food Shelf
Alstead Friendly Meals

Jessi Parent
Chair, Head Start Policy Council
Parent Representative

Penny Despres
New Hope New Horizons
Program Representative

**PRIVATE
SECTOR**

Elaine Amer, Clerk/Treasurer
Amer Electric Company (*retired*)

Anne Beattie
Newport Service Organization

Kevin Watterson, Chair
Clarke Companies

Scott Croteau, Vice Chairperson
VP Savings Bank of Walpole (*retired*)

**PUBLIC
SECTOR**

Leroy Austin
Building Inspector
Town of Winchester

David Edkins
Administrator, Planning & Zoning
Town of Charlestown

Molly Kelly
State Senator, District 10 (*retired*)

Raymond Gagnon
State Representative, District 5

Jessie Levine
Sullivan County Manager

John A. Manning



Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Executive Officer of a large community action agency.

Experience

2014–Present Southwestern Community Services Inc.
Keene, NH

Chief Executive Officer

Has overall strategic and operational responsibility for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Responsibilities include maintaining ongoing excellence, rigorous program evaluation and consistent quality of finance, administration, fundraising, communications and systems; Works with the Board of Directors and management team to implement the objectives of SCS's strategic plan. Actively engages and energizes volunteers, board members, event committees, partnering organizations and funders. Develops and maintains strong relationships with the Board of Directors and serve as ex-officio member of the Board. Leads, coaches, develops and retains a high-performance management team. Ensures effective systems are in place to measure work performance, provide regular feedback to funding sources and community partners.

1990–2014 Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer

Oversees all fiscal functions Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995 Keene State College Keene, NH

Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990 John A. Manning, Keene, NH

Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

Staff Accountant

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

Education

1971-1975 University of Mass. Amherst, Ma.

- B.S. Business Administration in Accounting

Organizations

American Institute of Certified Public Accountants
NH Society of Certified Public Accountants

Margaret Freeman

Experience

2000 – Present

Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer (2014 – present)

Supervising the quality of accounting and financial reporting of SCS; a Community Action Agency. Total funding of \$18 million; federal, state and local funding sources. Primary responsibilities include overseeing the accounting functions, implementation and monitoring of internal controls, reporting financial position to the Board of Directors, preparation of the annual A-133 audit, member of agencies Senior Staff.

Fiscal Director (2000-2014)

Responsible to lead and manage the daily operations of the Fiscal Department of SCS. Primary duties include budget preparation and analysis, financial statement preparation and audit coordination.

1993 –2000

Emile J. Legere Management Corp
Keene, NH

Accountant

Provided bookkeeping for real estate management/development corp. Managed 16 affordable housing properties. Responsible for cash management, general ledger, A/P, A/R, financial statement prep, and audit prep. Leasing Manager of large commercial/retail property responsible for lease management and marketing of over 30 retail spaces.

Education

Leadership New Hampshire, Graduate 2011

Plymouth State University, Plymouth, NH
M.B.A., 1999

Keene State College, Keene, NH

B.S., Management, 1991; concentration Mathematics and Computer Science

Ashley Cossette, CRSW

acossette@scs.org

RELEVANT EXPERIENCE

Southwestern Community Services

Coordinated Access Point Specialist

Keene, NH
May 2016- Present

- Provides access point services for the Monadnock Region.
- Supervisor of CHAARI 24/7 helpline for Monadnock Region, on call support for coaches 24/7.

Monadnock Family Services

Adult Integrated Dual Diagnosis Case Manager

Keene, NH
April 2014- April 2016

- Provided case management services, individual and group rehabilitation support in addition to psycho education for adults with severe and persistent mental illnesses and substance abuse disorders.

Adult Case Manager

Oct 2011- Apr 2014

- Planned, coordinated, provided, and monitored therapeutic, support and community integration services for adults in all life domains with severe psychiatric disability.

Brattleboro Retreat

Child Inpatient Program Assistant

Brattleboro VT
Aug 2010 - Oct 2011

- Worked with the Clinical Manager to provide quality nursing care support within the children's unit group and participated in managing the unit.

Mental Health Worker Child Inpatient Unit

Jul 2009 - Aug 2010

- Provided nursing care responsibilities with supervision to ensure safe quality care of children throughout the day on and off the unit.

Mo Co Arts

Art Teacher

Keene, NH
Apr 2009 – Jan 2010

- Created creative art projects and lead art classes with school age children.

Child Development Center at Springfield College

ECC Licensed Toddler/Infant room Teacher Assistant

Springfield, MA
Sep 2006 - Apr 2009

- Co-lead room for 24-36 mth old toddlers with developmentally appropriate activities.

INTERNSHIP EXPERIENCE

Cheshire County Department of Corrections

Mental Health Counselor Intern

Keene, NH
Sept 2015-April 2016

- Individual counseling with inmates. Facilitator of Seeking Safety groups on the male and female blocks.

Behavioral Health Court Cheshire County

Clinical Case Manager Intern

Keene, NH
May 2016 -Dec 2016

- Brief counseling for legal, mental health and substance use related needs. Client advocacy within the courtroom.

Brattleboro Retreat

Art Therapy Assistant/Art Therapy Intern

Brattleboro, VT
Jan – May 2009

- Assisted and co-lead art groups with profoundly mentally ill patients to increase coping skills and self-exploration.

Saint Joseph School

Leader of Extensive Art Groups

Keene, NH
May – Aug 2007

- Created art experiential for groups of children, 6-7 years of age, for self-esteem/ awareness skills.

Langdon Place of Keene

Keene, NH

<i>Leader of Extensive Art Groups</i>	May – Aug 2007
• Created art experiential for therapy groups with elderly Alzheimer’s residents.	
Carson Center	Westfield, MA
<i>Leader of Extensive Art Groups</i>	Jan - May 2007
• Created art experiential for therapy groups with residential mentally ill clients.	
Neari School	Holyoke, MA
<i>Teacher Assistant</i>	Jan – May 2007
• Created art projects for students in grades 1-12 with emotional disabilities.	

EDUCATION

Springfield College	Springfield, MA
<i>Bachelor of Arts in Art Therapy</i>	May 2009
<i>Minor: Psychology</i>	
Southern New Hampshire University	Manchester, NH
<i>Graduate Certificate in Integrated Community Mental Health and Substance Abuse Services for Adults</i>	August 2016
Southern New Hampshire University	Manchester, NH
<i>Master of Science in Clinical Mental Health Counseling</i>	Expected Dec 2017

CERTIFICATIONS

State of NH Certified Recovery Support Worker	
First Aid and CPR	Non Violent Crisis Intervention
Moral Reconnection Therapy	Adult Needs Strengths Assessment
Recovery Coach Academy	Certified trainer of Recovery Coach Academy
Notary of the Public	

TRAININGS

Electronic Medical Records	Motivational Interviewing
Diagnostic Statistical Manual- 5	Integrated Dual Diagnosis Treatment
Dialect Behavioral Therapy	Domestic Violence
Narcan Trainer	
Emerging Leaders Program	

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Southwestern Community Services, Inc.

Name of Program/Service: Regional Access Point Services

John Manning, CEO	\$132,080	0.00%	\$0.00
Meg Freeman, CFO	\$90,854	0.00%	\$0.00
Ashley Cossette, Director	\$34,994	50.00%	\$17,497.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$17,497.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

41

May 23, 2017

6/21/17
41

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to amend **sole source** contracts by exercising a renewal option with the vendors listed below, for the continuation of Regional Access Point Services to assist individuals with substance use disorders to obtain the help they need, by increasing the price limitation by \$588,700 from \$1,609,445 to an amount not to exceed \$2,198,145, and extending the completion date from June 30, 2017 to December 31, 2017, effective upon Governor and Executive Council approval. The sources of funds for this action are as follows: 64% Federal, 16% General, and 20% Other Funds.

The original contracts were approved by Governor and Executive Council as follows: Southwestern Community Services, Inc. on March 9, 2016 (Item #22), National Council on Alcoholism and Drug Dependence/Greater Manchester on April 6, 2016 (Item #9), and Granite Pathways on July 13, 2016 (Item #6C).

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase (Decrease) Amount	Revised Budget Amount
Granite Pathways	\$1,200,000	\$406,700	\$1,606,700
National Council on Alcoholism and Drug Dependence/Greater Manchester	\$197,945	\$132,000	\$329,945
Southwestern Community Services, Inc.	\$211,500	\$50,000	\$261,500
Grand Total	\$1,609,445	\$588,700	\$2,198,145

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

Please see attached financial details.

EXPLANATION

These three (3) Amendments are **sole source** to allow the Contractors to continue to provide Regional Access Point Services to any individual living, working, or otherwise seeking services in New Hampshire. The Department issued a new Request for Proposals on May 17, 2017. These Amendments extend the completion date of the contract for six (6) months that will allow the Department to have contracts resulting from this new Request for Proposals in place prior to the expiration of this extension.

The original contracts were **sole source** because it was necessary to implement these services as quickly as possible. These Vendors were chosen based on their capacity to implement Regional Access Point Services statewide in a highly efficient manner. As of April 2017, 1,662 of New Hampshire residents have accessed these services and been assisted in identifying and entering clinically appropriate substance use disorders treatment and recovery support services. Feedback from clients indicates that the Regional Access Point Services made the process significantly easier for them and that the support provided to them during the process was invaluable.

Regional Access Point Services include screening clients for substance use disorders, completing evaluations to recommend a level of treatment or recovery support services, referring clients to providers for treatment services or recovery support services, and enrolling clients with third party payers, case management, and crisis support.

This Amendment includes language that provides, 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 biennium.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval. The Department is exercising six (6) months of the two year renewal.

Should the Governor and Executive Council not approve this request, Regional Access Point Services would not be available to individuals statewide. The inability to access these services will negatively impact an individual's ability to achieve and/or maintain recovery from substance use disorders.

Area served: Statewide.

Source of Funds: 16% General Funds; 64% Federal Funds (CFDA #93.959 FAIN TI010035 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG) and 20% Other Funds.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

Denis Goulet
 Commissioner

May 30, 2017

Jeffrey A. Meyers
 Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend three (3) **sole source** contracts with the vendors listed in the table below and referenced as DoIT No. 2017-095:

Vendor	Increased Amount	Total
Granite Pathways	\$406,700	\$1,606,700
National Council on Alcoholism and Drug Dependence /Great Manchester	\$132,000	\$ 329,945
Southwestern Community Services, Inc	\$ 50,000	\$ 261,500
Total	\$588,700	\$2,198,145

With these amendments, the vendors will continue to provide substance use disorder information, screening, evaluation and referral services to any individual living, working or otherwise seeking services in New Hampshire.

The price limitation for these amendments will increase by \$588,700 from \$1,609,445 to an amount not to exceed \$2,198,145 and the completion date will extend from June 30, 2017 to December 31, 2017, effective upon Governor and Council approval.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
 DoIT No. 2017-095

cc: Bruce Smith, IT Manager

Attachment A
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS 100% Other Funds

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$32,500	\$0	\$32,500
2017	102-500734	Contracts for Prog Svc	\$130,000	\$0	\$130,000
Sub-total			\$162,500	\$0	\$162,500

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$52,100	\$0	\$52,100
2017	102-500734	Contracts for Prog Svc	\$125,000	\$0	\$125,000
Sub-total			\$177,100	\$0	\$177,100
Total Gov. Comm			<u>\$339,600</u>	<u>\$0</u>	<u>\$339,600</u>

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES 80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959

Granite Pathways, c/o Fedcap V# 228900-B001

PO #1053366

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2017	102-500734	Contracts for Prog Svc	\$1,200,000	\$0	\$1,200,000
Sub-total			\$1,200,000	\$0	\$1,200,000

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$7,095	\$0	\$7,095
2017	102-500734	Contracts for Prog Svc	\$28,350	\$0	\$28,350
Sub-total			\$35,445	\$0	\$35,445

Attachment A
Financial Details

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,100	\$0	\$10,100
2017	102-500734	Contracts for Prog Svc	\$24,300	\$0	\$24,300
Sub-total			\$34,400	\$0	\$34,400
Total Clinical Svcs			<u>\$1,269,845</u>	<u>\$0</u>	<u>\$1,269,845</u>

05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS 100% Other Funds

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$66,980	\$66,980
Sub-total			\$0	\$66,980	\$66,980

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$24,770	\$24,770
Sub-total			\$0	\$24,770	\$24,770
Total Gov. Comm			<u>\$0</u>	<u>\$91,750</u>	<u>\$91,750</u>

05-95-92-920510-3384 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES 80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959

Granite Pathways, c/o Fedcap V# 228900-B001

PO #1053366

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$406,700	\$406,700
Sub-total			\$0	\$406,700	\$406,700

National Council on Alcoholism & Drug Dependence/Gr Manchester V#177265-R001

PO #1050218

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$65,020	\$65,020
Sub-total			\$0	\$65,020	\$65,020

Southwestern Community Services, Inc V#177511-P001

PO #1049473

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$25,230	\$25,230
Sub-total			\$0	\$25,230	\$25,230
Total Clinical Svcs			<u>\$0</u>	<u>\$496,950</u>	<u>\$496,950</u>
Total Contract			<u>\$1,609,445</u>	<u>\$588,700</u>	<u>\$2,198,145</u>

Attachment A
Financial Details

Grand Total by Vendor					
PO	Vendors	Vendor #	Current Price Limitation	Increase/Decrease	New Price Limitation
PO #1053366	Granite Pathways	228900-B001	\$1,200,000	\$406,700	\$1,606,700
PO #1050218	National Council on Alcoholism & Drug Dependence	177265-R001	\$197,945	\$132,000	\$329,945
PO #1049473	Southwestern Community Svs	177511-P001	\$211,500	\$50,000	\$261,500
	Total		\$1,609,445	\$588,700	\$2,198,145



**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Substance Use Disorder Regional Access Point Services Contract**

This 1st Amendment to the Substance Use Disorder Regional Access Point Services contract (hereinafter referred to as "Amendment 1") dated this 17th day of May, 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 Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 63 Community Way, Keene, NH, 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 9, 2016 (Item #22), 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 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 Governor and Executive Council approval; and

WHEREAS, the parties agree to extend the completion date of the agreement by six (6) months, and increase the price limitation.

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. General Provisions (Form P-37), Block 1.6, to add Account Numbers:
05-095-092-920510-33820000-102-500734
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read December 31, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$261,500.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.11 to read:
 - 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 biennium.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**

7. Add Exhibit A, Scope of Services Section 8 Transition Activities to read:
 8. When the state issues a Request for Proposals combining crisis and regional access point services, in order to ensure continuity of care for clients, the Contractor is required to work with the Department to develop transition plans for the services and clients. The Contractor shall, but not limited to:
 - i. Meet with the Department and the Department's new Contractor (resulting from the Request for Proposals) within ten (10) days of the contract effective date of the new contract to develop transition and implementation plans; and
 - ii. Engage in all activities and meet all completion dates of the Department approved transition and implementation plan.
8. Delete in its entirety Exhibit B Method and Conditions Precedent to Payment and replace with Exhibit B-1 Amendment #1 Method and Conditions Precedent to Payment.
9. Delete in its entirety Exhibit B-2, Budget and Replace with Exhibit B-2 Budget Amendment #1.
10. Add Exhibit B-3, Budget
11. Delete in its entirety Exhibit C-1 Revision to General Provisions and replace with Exhibit C-1 Amendment #1 Revisions to General Provisions

Remainder of the page left intentionally blank.

JAM
5/22/17

New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point 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

5/25/17
Date

[Signature]
Katja S. Fox
Director

Southwestern Community Services, Inc.

5-22-17
Date

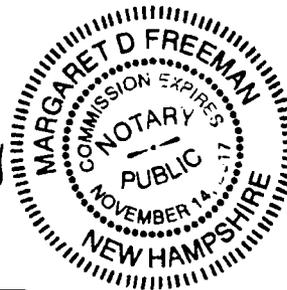
[Signature]
Name: John A Manning
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on 5/22/17, 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.

[Signature]
Signature of Notary Public or Justice of the Peace

Margaret Freeman, Notary
Name and Title of Notary or Justice of the Peace



My Commission Expires: 11-14-17

JAM
5/22/17

New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services



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

OFFICE OF THE ATTORNEY GENERAL

6/5/17
Date

Thomas Broderick
Name: Tom Broderick
Title: Assistant Attorney 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:

JM
5/22/17



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. Method and Conditions Precedent to Payment Exhibit B Amendment #1 is effective for July 1, 2017.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.959 U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; Block Grants for Prevention and Treatment of Substance Abuse; Substance Abuse Block Grant (SABG).
4. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-3, Budget.
5. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 5.1. Payments shall be made on cost reimbursement basis only, for allowable costs, expenses and fees in accordance with Exhibits B-3.
 - 5.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-3, Budget.
 - 5.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 5.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 3, Data and Reporting Requirements, that support evidence of actual expenditures, in accordance with Exhibit B-3, Budget for the previous month by the tenth (10th) working day of the current month.
 - 5.5. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-3, Budget preferably by e-mail on Department approved invoices to:

Finance Manager
Division of Behavioral Health
Department of Health and Human Services
105 Pleasant Street,
Concord, NH 03301
laurie.heath@dhhs.nh.gov

Jm



Exhibit B Amendment #1

6. 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.
7. 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.
8. 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.
9. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget in Exhibit B-3, Budget 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.
10. 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.

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

Bidder/Program Name: Southwestern Community Services, Inc.

Budget Request for: Substance Use Disorder Regional Access Point Services

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

1. Total Salary/Wages	\$	65,524.00	\$	8,375.00	\$	73,899.00	\$	8,375.00	\$	73,899.00
2. Employee Benefits	\$	43,008.00	\$	5,501.00	\$	48,509.00	\$	5,501.00	\$	48,509.00
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	1,600.00	\$	205.00	\$	1,805.00	\$	205.00	\$	1,805.00
6. Travel	\$	900.00	\$	121.00	\$	1,021.00	\$	121.00	\$	1,021.00
7. Occupancy	\$	2,670.00	\$	344.00	\$	3,014.00	\$	344.00	\$	3,014.00
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	2,700.00	\$	345.00	\$	3,045.00	\$	345.00	\$	3,045.00
Postage	\$	200.00	\$	233.00	\$	433.00	\$	33.00	\$	233.00
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	3,600.00	\$	488.00	\$	4,088.00	\$	488.00	\$	4,088.00
10. Marketing/Communications	\$	10,438.00	\$	1,298.00	\$	11,736.00	\$	1,298.00	\$	11,736.00
11. Staff Education and Training	\$	4,000.00	\$	473.00	\$	4,473.00	\$	473.00	\$	4,473.00
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory)	\$	-	\$	-	\$	-	\$	-	\$	-
Photocopying	\$	520.00	\$	71.00	\$	591.00	\$	71.00	\$	591.00
Fee-For-Service @ \$15/Contact	\$	33,875.00	\$	33,875.00	\$	33,875.00	\$	33,875.00	\$	33,875.00
TOTAL	\$	169,038.00	\$	17,234.00	\$	186,272.00	\$	17,234.00	\$	186,272.00

10.2%

Indirect As A Percent of Direct

Contractor Initials: *gjm*
Date: 5-22-17

EXHIBIT B-3 Budget
New Hampshire Department of Health and Human Services

Bidder Name: Southwestern Community Services, Inc.

Budget Request for: Substance Use Disorder - Regional Access Point Services

Budget Period: July 1, 2017 through December 31, 2017

1. Total Salary/Wages	\$ 24,256.96	\$ 2,910.84	\$ 27,167.80
2. Employee Benefits	\$ 12,047.75	\$ 1,445.73	\$ 13,493.48
3. Consultants			\$ -
4. Equipment:			\$ -
Rental			\$ -
Repair and Maintenance			\$ -
Purchase/Depreciation			\$ -
5. Supplies:			\$ -
Educational			\$ -
Lab			\$ -
Pharmacy			\$ -
Medical			\$ -
Office	\$ 450.00	\$ 54.00	\$ 504.00
6. Travel	\$ 200.00	\$ 24.00	\$ 224.00
7. Occupancy	\$ 1,040.00	\$ 124.80	\$ 1,164.80
8. Current Expenses			\$ -
Telephone	\$ 1,281.00	\$ 153.72	\$ 1,434.72
Postage	\$ 40.00	\$ 4.80	\$ 44.80
Subscriptions			\$ -
Audit and Legal			\$ -
Insurance			\$ -
Board Expenses			\$ -
9. Software			\$ -
10. Marketing/Technology	\$ 4,020.00	\$ 482.40	\$ 4,502.40
11. Staff Education and Training	\$ 950.00	\$ 114.00	\$ 1,064.00
12. Subcontracts/Agreements			\$ -
13. Other			\$ -
Professional Fees (\$15 per CRM)	\$ 400.00		\$ 400.00
			\$ -
			\$ -
TOTAL	\$ 44,685.71	\$ 5,314.29	\$ 50,000.00

Indirect As A Percent of Direct

11.9%



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, 60 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, work with the Department as directed by it to develop a Transition Plan for services and clients being served 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. The Contractor shall submit an initial Transition Plan for Department approval within a timeframe defined by the Department. Any changes requested by the Department to the Transition Plan shall be completed within three (3) days of the change request.
 - 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.

CERTIFICATE OF VOTE

I, Elaine M. Amer, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Southwestern Community Services, Inc.
(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 02/18/16:
(Date)

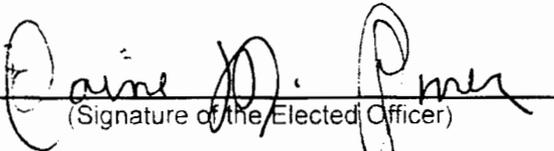
RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

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 22nd day of May, 20 17.
(Date Contract Signed)

4. John A. Manning is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 22nd day of May, 20 17.

By Elaine M. Amer
(Name of Elected Officer of the Agency)


Jill Tomlin, Notary

(NOTARY SEAL)

Commission Expires: 4.5.22

JILL A. TOMLIN, Justice of the Peace
State of New Hampshire
My Commission Expires April 5, 2022



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

Bureau of Drug and Alcohol Services

Jeffrey A. Meyers
 Acting Commissioner

Kathleen Dunn
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6738 1-800-804-0909

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 25, 2016

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

22 mac
 3/9/16 #22

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services to enter into a sole source agreement with Southwestern Community Services, Inc. (Vendor # 177511-P001) 63 Community Way, Keene, NH 03431 for the provision of Regional Access Point Services that will assist individuals who have substance use disorders access the help they need in an amount not to exceed \$211,500 effective upon Governor and Executive Council approval through June 30, 2017. 44% Federal, 56%General.

Funds to support this request are available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017, upon the availability and continued appropriation of funds in the operating budget, with the authority to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified, without further approval from the Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2016	102-500734	Contracts for Program Svcs		\$52,100
2017	102-500734	Contracts for Program Svcs		\$125,000
			SUB TOTAL:	\$177,100

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2016	102-500734	Contracts for Program Svcs		\$10,100
2017	102-500734	Contracts for Program Svcs		\$24,300
			SUB TOTAL:	\$34,400
			Contract Total:	\$211,500

EXPLANATION

This is a **sole source** agreement because the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery (Governor's Commission) selected to fund this vendor to model Regional Access Point Services for other areas of the State.

The purpose of this agreement is for the provision of substance use disorder (SUD) information, screening, evaluation, and referral services to any individual living, working, or otherwise seeking services in the Greater Monadnock Regional Public Health Network. The Regional Access Point Service Program provides a wide array of services from housing stabilization to case management assistance, which includes scheduling appointments as well as ensuring that evaluations and screening processes are completed. Additionally, the program ensures appropriate referrals are made while maintaining continual communication with clients in order to record progress. This program will be monitored through each stage and will be analyzed for the viability of the program if introduced in other areas of the State.

This agreement contains language which allows the Department to extend for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and Governor and Executive Council approval.

Should Governor and Executive Council not approve this request, the Department would not have the information to make an informed decision regarding the viability of the Regional Access Point Services Program in other parts of the State.

If general funds become no longer available, no federal funds will be requested to support this agreement.

Area Served: City of Keene, and the towns of Alstead, Chesterfield, Dublin, Fitzwilliam, Gilsum, Harrisville, Hinsdale, Jaffrey, Marlborough, Marlow, Nelson, Richmond, Rindge, Roxbury, Stoddard, Sullivan, Surry, Swanzey, Troy, Walpole, Westmoreland, Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, New Ipswich, Peterborough, Sharon, and Temple

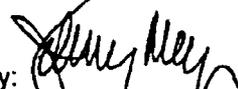
Source of Funds: 44% Federal, 56% General

Respectfully submitted,



Kathleen Dunn
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Acting Commissioner

Subject: Substance Use Disorder Regional Access Point Services

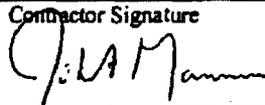
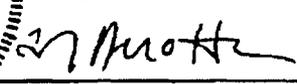
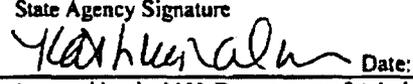
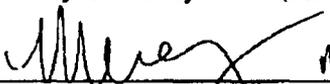
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

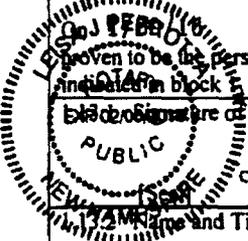
AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-7512	1.6 Account Number 05-95-49-491510-29890000 05-95-49-495150-29900000	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$211,500
1.9 Contracting Officer for State Agency Eric D. Borin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John A. Manning, Chief Executive Officer	
1.13 Acknowledgement: State of N.H. , County of Cheshire , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
Block Signature of Notary Public or Justice of the Peace 			
Name and Title of Notary or Justice of the Peace Leisa Perrotta, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory KATHLEEN A DUNN ASSOCIATE COMMISSIONER	
Date: 1/25/16			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. York, Attorney Op: _____ 2/12/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



Jm
1/25/16

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials Jm
Date 1/2/11

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials Jm
Date 1/22/16



Exhibit A

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 submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to program services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. For the purposes of this contract, any reference to days shall mean calendar days.
- 1.5. For the purposes of this contract, all data entry, documentation and recording shall be completed using the Web Information Technology System (WITS) currently used by the Contractor to provide similar services.
- 1.6. The Contractor shall obtain and maintain a service site, which shall comply with all fire, health, and safety codes which shall include but not be limited to being handicap and wheelchair accessible.
- 1.7. The Contractor shall obtain written approval from the Department prior to entering into any agreement regarding service site relocation.
- 1.8. The Contractor shall comply with the Department's Sentinel Event policy in Exhibit A-1, Sentinel Event Policy.
- 1.9. The Contractor shall participate in the Regional Public Health Network(s) associated the towns served by the Regional Access Point (RAP), which shall include, but not be limited to:
 - 1.9.1. Working with the Continuum of Care Facilitator(s) in the development of a resiliency and recovery oriented system of care (RROSC) in the region(s).
 - 1.9.2. Participating in the Regional Continuum of Care Workgroup(s).
- 1.10. The contractor shall engage in quality assurance and management activities, which shall include but not be limited to:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 1.10.1. Site reviews by the Department.
- 1.10.2. Other quality assurance and management activities, as determined by the Department.

2. Services to Be Provided

- 2.1. The Contractor shall develop a Pilot Regional Access Point (RAP) for the provision of substance use disorder (SUD) information, screening, evaluation, and referral services to any individual living, working, or otherwise seeking services in the Greater Monadnock Regional Public Health Network, which includes the City of Keene and the towns of Alstead, Chesterfield, Dublin, Fitzwilliam, Gilsum, Harrisville, Hinsdale, Jaffrey, Marlborough, Marlow, Nelson, Richmond, Rindge, Roxbury, Stoddard, Sullivan, Surry, Swanzey, Troy, Walpole, Westmoreland, Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, New Ipswich, Peterborough, Sharon, and Temple. The Contractor shall, at a minimum, provide the Department with:
 - 2.1.1. Detailed information on the Contractor's existing Access Point services, which shall include but is not limited:
 - 2.1.1.1. A summary description of the current model used to assist individuals through the Housing Stabilization Program.
 - 2.1.1.2. Name and contact information of current community partners.
 - 2.1.1.3. How the model was developed, implemented and sustained.
 - 2.1.2. A referral model plan that details how the current Access Point referral model in Section 2.1.1 will be modified to sustain a Regional Access Point.
 - 2.1.3. The Contractor shall work with the Department and the Center for Excellence (Bureau of Drug and Alcohol Services Technical Assistance Contractor) in other areas of the State to assist with replication of this model.
- 2.2. The Contractor shall provide Regional Access Point (RAP) services to assist individuals who have substance use disorders who:
 - 2.2.1. Are age 12 or older or under age 12 with the consent of a parent or other legal guardian, with substance use disorders; and
 - 2.2.2. Are Residents of or homeless in New Hampshire.
- 2.3. The Contractor shall conduct outreach activities to promote and market Regional Access Point (RAP) services, statewide, to individuals, health and social service agencies, businesses and community members. The Contractor shall ensure outreach activities include but are not limited to:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 2.3.1. Developing printed materials using customized versions of 'Anyone Anytime NH,' for broad distribution, which may include, but is not limited to:
 - 2.3.1.1. Brochures.
 - 2.3.1.2. Flyers.
 - 2.3.1.3. Display posters.
 - 2.3.1.4. Pens.
 - 2.3.1.5. Magnets.
 - 2.3.1.6. Other marketing tools.
- 2.3.2. Publicizing telephone numbers, web addresses and other contact information associated with the information channels described in Section 2.4.
- 2.3.3. Establishing and actively monitoring social media sites, which may include Facebook and Twitter.
- 2.3.4. Ensuring outreach activities target core community sectors that include, but are not limited to:
 - 2.3.4.1. Health & medical.
 - 2.3.4.2. Safety & law enforcement.
 - 2.3.4.3. Education.
 - 2.3.4.4. Business.
 - 2.3.4.5. Government.
 - 2.3.4.6. Community & family supports.
- 2.4. The Contractor shall develop multiple information channels by which an individual may request information that shall include, but not be limited to telephone, e-mail, and in-person. The Contractor shall:
 - 2.4.1. Respond to all requests for information within 24 hours of receiving requests for information.
 - 2.4.2. Ensure, at minimum, one information channel is available to the public 24 hours per day, 7 days per week, which may include a live answering service during 'off hours.'

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 2.4.3. Ensure information available through all information channels includes, but is not limited to types and locations of services available:
 - 2.4.3.1. For Substance Use Disorder (SUD) treatment.
 - 2.4.3.2. For SUD recovery support.
 - 2.4.3.3. To support friends, family members and other concerned individuals.
- 2.5. The Contractor shall respond to requests for substance use disorders treatment services by scheduling a screening appointment for the client. The Contractor shall:
 - 2.5.1. Ensure the screening appointment is scheduled within 48 hours of the client's initial request for services.
 - 2.5.2. Provide an appointment date that is within ten (10) days of scheduling the appointment.
 - 2.5.3. Ensure the screening appointment:
 - 2.5.3.1. Can be completed by the client in person; by telephone, or face-to-face.
 - 2.5.3.2. Is completed by a Certified Recovery Support Worker (CRSW), who shall, at a minimum:
 - 2.5.3.2.1. Gather client demographic, contact, and emergency contact information.
 - 2.5.3.2.2. Identify payer sources available to the client
 - 2.5.3.2.3. Use an evidence based screening tool, as approved by the Department, to determine the likelihood of a substance use disorder, as defined by the DSM 5.
 - 2.5.4. Document client profile, intake and admission information in WITS within 3 days of completing the screening.
- 2.6. The Contractor shall schedule, either directly or through Memorandums of Understanding with SUD treatment providers in the service area, evaluations of clients who screen positive for substance use disorder within 48 hours of the completed screening in Section 2.5, as appropriate. The Contractor shall ensure:
 - 2.6.1. Evaluations are completed within 10 days of scheduling the evaluation.
 - 2.6.2. Evaluations are completed by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MDLAC)

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 2.6.3. Clients are assessed in all American Society of Addiction Medicine (ASAM, October 2013) dimensions.
- 2.6.4. Evaluations are completed using one or more evidence based evaluation tools.
- 2.6.5. Evaluations meet 'Addiction Counseling Competencies, TAP 21' standards. (<http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>)
- 2.6.6. Evaluations include a DSM 5 Substance Use Disorder diagnosis when appropriate.
- 2.6.7. Recommendations are provided to clients diagnosed as having a substance use disorder, as appropriate, which may include, but are not be limited to, recommendations for:
 - 2.6.7.1. An initial ASAM level of care.
 - 2.6.7.2. Recovery support and/or other needed services.
 - 2.6.7.3. Interim services if the indicated ASAM level of care is not immediately available to the client.
- 2.6.8. Diagnosis information is entered into WITS within three (3) days of completing each evaluation.
- 2.7. The Contractor shall provide referral services to clients in order to meet the recommendations that result from the evaluation in Section 2.6.7 The Contractor shall:
 - 2.7.1. Ensure referral services are provided by a CRSW or a Coordinated Access Specialist who attains certification as a CRSW within 6 months of the contract effective date.
 - 2.7.2. Ensure referral services include, but are not limited to:
 - 2.7.2.1. Identifying provider agencies that can meet the evaluation recommendations in Section 2.6.6.
 - 2.7.2.2. Contacting the provider agency on behalf of the client, as appropriate.
 - 2.7.2.3. Assisting the client with making contact with the provider agency, as appropriate.
 - 2.7.2.4. Supporting the client in meeting the admission/entrance/intake requirements of the provider agency.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 2.7.3. Develop and maintain a database of provider agencies to meet the needs of clients, which may include, but are not limited to:
 - 2.7.3.1. Substance use disorder treatment and recovery support services.
 - 2.7.3.2. Physical health services.
 - 2.7.3.3. Behavioral health services.
 - 2.7.3.4. Employment and education services.
 - 2.7.3.5. Housing services.
- 2.7.4. Ensure Memorandums of Understanding are executed with SUD treatment and peer recovery support services providers in the community to ensure clients can access interim and other services within 7 days of completed evaluations described in Section 2.6.
- 2.8. The Contractor shall assist clients to enroll with payer services. The Contractor shall:
 - 2.8.1. Assess clients for probable eligibility for public or private insurance, such as Medicaid; the New Hampshire Health Protection Program (NHHP); and Qualified Health Plans available through the Marketplace.
 - 2.8.2. Assist clients with enrollment with the appropriate payer. Assistance shall include, but not be limited to:
 - 2.8.2.1. Providing one-on-one support to clients throughout the enrollment process.
 - 2.8.2.2. Providing clarification on information that needs to be provided to the payer agency to ensure enrollment can be completed by the client.
- 2.9. The Contractor shall provide Continuous Recovery Monitoring services to clients who are not currently receiving Continuous Recovery Monitoring services through a Department-contracted SUD treatment provider. The Contractor shall:
 - 2.9.1. Attempt to contact each client a minimum of three (3) times over the course of one week. The Contractor shall:
 - 2.9.1.1. Attempt contact by telephone at a reasonable time when the client would normally be available.
 - 2.9.1.2. Attempt a second contact, as necessary, by telephone at a reasonable time when the client would normally be available no sooner than 2 days and no later than 3 days after the first attempt in Section 2.9.1.1.



Exhibit A

- 2.9.1.3. Attempt a third contact, as necessary, by telephone at a reasonable time when the client would normally be available, no sooner than 2 days and no later than 3 days after the second attempt in Section 2.9.1.2.
- 2.9.1.4. Not exceed twelve (12) attempts in a thirty (30) day period.
- 2.9.1.5. No further billing shall occur when unsuccessful contact with the client occurs for thirty (30) consecutive days until such time the client is successfully contacted, at which time billing limitation in Exhibit B, Method and Conditions Precedent to Payment shall apply.
- 2.9.2. Contact clients as frequently as weekly and no less frequently than:
 - 2.9.2.1. 3 months post-discharge from the last treatment service (60 – 120 days post discharge).
 - 2.9.2.2. 6 months post-discharge from the last treatment service (150 – 210 days post discharge).
 - 2.9.2.3. 12 months post-discharge from the last treatment service (330 – 390 days post discharge).
- 2.9.3. Inquire on the status of each client's recovery.
- 2.9.4. Identify any client needs.
- 2.9.5. Assist the client with addressing the needs identified in Section 2.9.4.
- 2.9.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 2.9.4, and record the same.
- 2.9.7. Complete the Client Follow-Up in WITS within 3 days of each completed contact identified in Section 2.9.2.
- 2.10. The Contractor shall enter client discharge information into WITS within 3 days of client discharge.

3. Data and Reporting Requirements

- 3.1. The Contractor shall provide monthly reports that include, but are not limited to:
 - 3.1.1. Time lapses for services including, but not limited to:
 - 3.1.1.1. Initial client contact to screening.
 - 3.1.1.2. Screening to evaluation.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

- 3.1.1.3. Evaluation to interim services.
- 3.1.1.4. Evaluation to regular services.
- 3.1.2. Type of payer enrollment assessment and/or assistance provided, as described in Section 2.7.
- 3.2. The Contractor shall provide monthly reports identifying SUD treatment and peer recovery support services providers with whom Memorandums of Understanding have been executed to provide contracted services. Reports shall include, but not be limited to:
 - 3.2.1. Name, location, and contact information of the provider.
 - 3.2.2. Specific services provided by the provider.
- 3.3. The Contractor shall provide monthly reports that identify specific marketing activities conducted as required in Section 2.3. Reports shall include, but are not limited to:
 - 3.3.1. Types of marketing materials developed.
 - 3.3.2. Venues where materials are displayed and/or available for hand out.
 - 3.3.3. Methods of marketing delivery.
 - 3.3.4. A plan for marketing that will be conducted in the following month.
- 3.4. The Contractor shall comply with the reporting requirements listed in Section 2.9, in accordance with the following schedule with the first report due on April 1, 2016:
 - 3.4.1. Three (3) month follow ups completed for all clients with a discharge date prior to March of 2017.
 - 3.4.2. Six (6) month follow-ups completed for all clients with a discharge date prior to January of 2017.
 - 3.4.3. Twelve (12) month follow ups completed for all clients with a discharge date prior to July of 2016.

4. Minimum Performance Measures

- 4.1. The Contractor shall comply with Continuous Recovery Monitoring contacts described in Section 2.9, as follows:
 - 4.1.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
 - 4.1.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.



Exhibit A

4.1.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

5. Deliverables

- 5.1. The Contractor shall provide the referral model information and plan described in Section 2.1 to the Department with nineteen (19) days of the Contract effective date.
- 5.2. The Contractor shall provide a sample of all marketing materials to the Department within three (3) days of developing the materials described in Section 2.3.
- 5.3. The Contractor shall respond to all requests for information described in Section 2.4 within 24 hours of receiving the requests.
- 5.4. The Contractor shall ensure screening appointments described in Section 2.5 are available within 48 hours of receiving clients' requests for services.
- 5.5. The Contractor shall ensure evaluations in Section 2.6 are available within 2 days of the completed screening described in section 2.5.
- 5.6. The Contractor shall ensure clients can access interim and other services within seven (7) days of completing evaluations described in Section 2.6.
- 5.7. The Contractor shall ensure all client services provided through this contract are documented and/or recorded within three (3) days of providing the service.

6. Liquidated Damages

- 6.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls taking place on the tenth (10th) day of the month, beginning with March 10, 2016.
- 6.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the vendor fails to maintain the required performance standards in Section 4, Performance Standards, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 6.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 6.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

Department shall notify the Contractor as specified in Section 7, Notifications and Remedies for Liquidated Damages, below.

- 6.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 7, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 6.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 4, Performance Standards, shall result in liquidated damages as specified in Section 7, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 6.7. The remedies specified in Section 7, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 6.8. Liquidated damages in the amount of \$500 per month for failure to meet the Minimum Performance Measures identified in Section 4.
- 6.9. The amount of liquidated damages assessed by the Department to the Contractor shall need exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

7. Notifications and Remedies for Liquidated Damages.

- 7.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
 - 7.1.1. A citation to the Contract provision violated.
 - 7.1.2. The remedies to be applied and the date the remedies shall be imposed.
 - 7.1.3. The basis for the Department's determination that the remedies shall be imposed.
 - 7.1.4. A request for a Corrective Action Plan.
 - 7.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
 - 7.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit A

the failure is cured or any resulting dispute is resolved in the Contractor's favor.

- 7.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
- 7.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
- 7.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
- 7.2.3. The Director shall provide written notice of the time, format and location of the presentation.
- 7.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) calendar days after the conclusion of the presentation.
- 7.2.5. The Director may appoint a designee to hear and determine the matter.

Exhibit A-1 Sentinel Event Policy

NH Department of Health and Human Services	Page 1 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

I. Purpose

The Department of Health and Human Services' (DHHS) Sentinel Event Policy is part of a comprehensive quality assurance program and establishes the reporting and review requirements of sentinel events involving individuals served by the Department. Both community providers and components of DHHS which provide direct care services shall report sentinel events as directed by this policy.

II. Statutory Authority

In support of its commitment to quality in the delivery of health and human services to the citizens of New Hampshire, the Department will review sentinel events as part of its quality assurance activities. Statutory authority for reviews of sentinel events is set forth in NH RSA 126-A:4, IV:

RSA 126-A:4 Department Established.

IV. The department may establish a quality assurance program.

- (a) Any quality assurance program may consist of a comprehensive ongoing system of mechanisms for monitoring and evaluating the appropriateness of services provided to individuals served by the department or any of its contract service providers so that problems or trends in the delivery of services are identified and steps to correct problems can be taken.
- (b) Records of the department's quality assurance program including records of interviews, internal reviews or investigations, reports, statements, minutes, and other documentation except for individual client medical records, shall be confidential and privileged and shall be protected from direct or indirect discovery, subpoena, or admission into evidence in any judicial or administrative proceeding, except as provided in subparagraphs IV (c) or (d).
- (c) In case of legal action brought by the department against a contract service provider or in a proceeding alleging repetitive malicious action and personal injury brought against a contract service provider, the quality assurance program's records may be discoverable.
- (d) The department may refer any evidence of fraudulent or other criminal behavior gathered by the quality assurance program to the appropriate law enforcement authority.
- (e) No employees of the department or employees of a contract service provider or vendor shall be held liable in any action for damages or other relief arising from the providing of information to a quality assurance program or in any judicial or administrative procedure relating to the DHHS' quality assurance program.

III. Goals

The goals of this sentinel event reporting and review policy are:

- 1. To have a positive impact in improving care and service delivery; and
- 2. To understand the causes that underlie sentinel events, and make changes to internal and external systems and processes to reduce the probability of such events in the future.

Date: gm

Contractor Initials: 1/20/14

NH Department of Health and Human Services	Page 2 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

IV. Definition

The Joint Commission defines sentinel event as “an unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof. Serious injury specifically includes loss of limb or function. The phrase ‘or the risk thereof’ includes any process variation for which a recurrence would carry a significant change of a serious adverse outcome.”

Client-centered sentinel events, involving victims and/or perpetrators, include:

1. (a) An unanticipated death, not including homicide or suicide; or
 (b) permanent loss of function; or
 (c) risk thereof, not related to the natural course of an individual’s illness or underlying condition, resulting from such causes including, but not limited to:
 - o a medication error,
 - o an unauthorized departure or abduction from a facility providing care, or
 - o a delay or failure to provide services;
2. a. Homicide, i.e., the person is the victim of a homicide;
2. b. Suicide or suicide attempt, i.e., self-injurious behavior with a non-fatal outcome accompanied by evidence (either explicit or implicit) that the person intended to die;
3. Rape or any other sexual assault, i.e., the person is the victim of rape or sexual assault;
4. A serious physical or psychological injury, i.e., one that jeopardizes a person’s health, or risk thereof, that is associated with the planning and delivery of care.

Agency-involved sentinel events:

5. High profile events which may involve media coverage and/or police involvement when the police involvement is related to a crime or suspected crime and not primarily to provide assistance in a potentially unsafe situation

V. Applicability

A. Reportable sentinel events shall be those sentinel events that involve individuals who:

- Are receiving Department funded services¹, as described in B and C below;
- Have received Department funded services within the preceding 30 days;
- Have been evaluated by a service provider within the preceding 30 days; or
- Are the subject of a Child or Adult Protective Services report.

B. The following community providers shall be required to report sentinel events:

- Community Mental Health Centers (Bureau of Behavioral Health);
- Area Agencies (Bureau of Developmental Services); and

¹ For purposes of this policy, enrollment in a medical or cash public assistance program, such as Medicaid, Aid to the Needy Blind, Food Stamps, or Financial Assistance to Needy Families, shall not be considered a department funded service or program.

Date: gm
 Contractor Initials: 1/20/14

NH Department of Health and Human Services	Page 3 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

- Case Management Agencies (Bureau of Elderly and Adult Services)

C. The following DHHS divisions and bureaus which provide direct care services, shall be required to report sentinel events:

1. Division of Community Based Care
 - Bureau of Drug and Alcohol Services;
 - Bureau of Elderly and Adult Services: Adult Protection Program (APSWs); and
 - New Hampshire Hospital
2. Office of Human Services
 - Bureau of Homeless and Housing
3. Division for Children Youth and Families
 - Bureau of Child Protection (CPSWs)
 - Bureau of Juvenile Justice Services
 - a. Juvenile Probation and Parole Services (including all community programs) (JPPOs)
 - b. Sununu Youth Services Center

VI. Notification

A. Immediate Verbal Notification

Upon the discovery of a sentinel event by a community provider or by a DHHS division or bureau (whether by direct report by a provider, other mandatory reporting mechanisms, or a more general discovery) identified in the Applicability section above, that person or entity shall provide immediate verbal notification to the appropriate DHHS Division Director or designee.

Immediate verbal notification shall be provided by direct telephone contact. If direct telephone contact is not possible, a voice-mail or e-mail message shall be left.

The following information shall be provided:

- The reporting individual's name, phone number, and agency/organization;
- Name and date of birth (DOB) of the individual(s) involved in the event;
- Location, date, and time of the event; and
- Description of the event, including what, when, where, how, and other relevant information, as well as the identification of any other individuals involved.

Date: gm
Contractor Initials: 1/20/16

Exhibit A-1 Sentinel Event Policy

NH Department of Health and Human Services	Page 4 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

Note: Protected health information shall not be left in a voice-mail or e-mail message.

Internal Process: Upon receiving notification of a sentinel event, the Division Director, or any other Department representative who receives the notification, shall report the event to the Department's Quality Improvement Director and the appropriate Department's Associate or Deputy Commissioners either by direct telephone contact, voice-mail or e-mail.

B. Completion of the *Sentinel Event Reporting Form* and E-Studio Notification

Written notification of the sentinel event shall be provided by the reporting person or designated agency staff to the appropriate DHHS Division and/or Bureau Directors within 72 hours of the event. Written notification shall be via a completed "Sentinel Event Reporting Form," and uploaded to the protected E-Studio application, available at <https://nh.same-page.com>.²

Each section of the *Sentinel Event Reporting Form* must be completed following the form's instructions, i.e., *Sentinel Event Reporting Form-Instructions*.

Additional information regarding the sentinel event shall be reported as it becomes available and upon Department request and also uploaded to the E-studio application. Such information may include additional details as they are learned, a change in the status of the situation, or links to relevant newspaper articles.

The process for providing additional information is to either:

- o Download the original *Sentinel Event Reporting Form* to a computer and edit it by adding the additional information in the Part V. Follow-Up Information section.
Rename the revised *Sentinel Event Reporting Form* as follows:
 - SE BBH Riverbend John S 01022012 rev. 01302012
- o Or, upload a separate document, such as a newspaper article, which must have a file name to ensure it will be connected to the correct *Sentinel Event Reporting Form*:
 - SE BBH Riverbend John S 01102012 follow up

Internal Process: The Division / Bureau Director's designee shall review the E-Studio submissions for completeness, accuracy, and whether the reported event meets the criteria of a sentinel event as defined in this policy. Upon determining that a submitted *Sentinel Event Reporting Form* is a complete, accurate, and applicable sentinel event report, the Division / Bureau Director's designee shall notify the Division / Bureau Director, the Department's Quality Improvement Director and the appropriate Associate or Deputy Commissioner(s) of a complete report via E-Studio by selecting the appropriate names and "e-team" provided in the E-Studio application

² Users shall be trained on and approved for E-Studio use, per the "E-Studio Training Protocol."

Date: Am

Contractor Initials: 1/20/14

NH Department of Health and Human Services	Page 5 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

C. Confidentiality

Both community providers and Department components that report sentinel events shall comply with applicable confidentiality laws, HIPAA requirements, and their own policies and procedures regarding the reporting of confidential information and protected health information.

VII. Mandatory Reporting

Reporting sentinel events under the provisions of this policy shall not replace the mandatory reporting requirements of RSA 161-F:42-57 and RSA 169-C:29 with regard to abuse, neglect, self-neglect, or exploitation.

VIII. Sentinel Event Review

Each agency is expected to complete its own review of a reportable sentinel event consistent with the applicable DHHS administrative rules and its agency policies regarding incidents and events that are consistent with this policy's definition of a sentinel event and that involve individuals that are receiving, or who have recently received, Department funded services, i.e., within the previous 30 days, as described in this policy (section V).

A. Authority

The Commissioner, Deputy Commissioner, Associate Commissioner, or their designees, shall assign responsibility to the DHHS Quality Improvement Director to conduct reviews of selected sentinel events. The DHHS Quality Improvement Director shall select a qualified staff person to conduct sentinel event reviews when the Quality Improvement Director is unavailable.

Sentinel events to be reviewed include those:

1. Requested by the Office of the Commissioner, a Division or Bureau Director, or the DHHS Quality Improvement Director; or
2. That, given the available information, the DCBCS Quality Leadership Team identifies those sentinel events in which more than one agency/system was involved with the individual's care and, in which there is preliminary evidence of potentially one or more problematic systemic issues.

B. Notice

The DHHS Quality Improvement Director or designee shall inform the appropriate division's Bureau Administrator and the DCBCS Bureau's Quality Leadership Team Representative, when applicable, via e-mail that a Sentinel Event Review is being scheduled. For sentinel event

Date: 1/20/16
Contractor Initials: AM

Exhibit A-1 Sentinel Event Policy

NH Department of Health and Human Services	Page 6 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

reviews involving one or more DCBCS bureaus, the DCBCS Quality Leadership Team is responsible for the following:

1. Invitation to the Sentinel Event Review, indicating the date, time, and location of the review;
2. The Department participants who are required to attend the review;
3. Information about the sentinel event, including who the event involves and the reason for the review;
4. The agencies or providers involved, e.g., community providers and/or Department divisions and bureaus, and who should be invited to attend; and
5. Instructions on how to prepare for the review, as follows:
 - Identify and invite other Department and provider-level participants;
 - Identify who among the invitees shall be the presenter(s);
 - Gather information, as applicable from sources such as site visits, interviews with presenters, as applicable, and clinical record reviews;
 - Provide relevant documentation, such as Division, facility, and service provider reports, notes, correspondence, policies, and Individual Service Plans and/or Support Plans. This shall be the responsibility of the individual or entity who actually has the documentation. Documentation shall be brought to the review for reference, but shall not be copied, distributed, or otherwise maintained by the review process.

C. Sentinel Event Review

1. The review shall include:
 - Case presentation(s);
 - Review of the event (including a review of relevant documentation); and
 - Identification of systemic factors, opportunities for improvement and recommendations for follow-up activity, as applicable.
2. The case presentation shall include: demographic information, description of the precipitating event, a clinical description of the individual involved, the immediate action taken by the agency when the incident occurred, any other administrative/operational issues relevant to the event, and a description of any identified opportunities for improvement. (See "Sentinel Event Review Presentation".)
2. The review of the event shall identify recommendations for follow-up activity to address identified systemic issues, if any.
3. No minutes of the review proceedings shall be taken, maintained or distributed.
4. Records of the identification of systemic factors, and opportunities for improvement and recommendations for follow-up activity(ies) will be kept without the identification of individuals or specific community agencies.

Date: 1/20/16

Contractor Initials: M

Exhibit A-1 Sentinel Event Policy

NH Department of Health and Human Services	Page 7 of 7
SENTINEL EVENT POLICY	Effective Date: September 2010 Revised Date: February 2014
Policy Number:	DHHS Policy: PR 10-01

E. Confidentiality

Pursuant to RSA 126-A:4, IV, any and all records of or prepared solely for the Sentinel Event Review shall be confidential and privileged

Sentinel Event Policy - February 2014 revision - final

Page 7 of 7

Date: 1/20/16
Contractor Initials: JM

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



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, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.959 US Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; Block Grants for Prevention and Treatment of Substance Abuse; Substance Abuse Block Grant (SABG).
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget.
4. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 4.1. Payments shall be made on cost reimbursement and fee-for-service basis only, for allowable costs, expenses and fees in accordance with Exhibits B-1, Budget through Exhibit B-2, Budget.
 - 4.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1, Budget and Exhibit B-2, Budget
 - 4.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 4.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 3, Data and Reporting Requirements, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget for the previous month by the tenth (10th) working of the current month.
 - 4.5. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-1, Budget and Exhibit B-2, Budget preferably by e-mail on Department approved invoices to:

Linda Colby
Bureau of Drug and Alcohol Services
Department of Health and Human Services
105 Pleasant Street, 3rd Floor North
Concord, NH 03301

icolby@dhhs.state.nh.us

Jm

**New Hampshire Department of Health and Human Services
Substance Use Disorder Regional Access Point Services**



Exhibit B

- 4.6. Payments shall be made on fee-for-service basis for Continuous Recovery Monitoring services detailed in Exhibit A, Scope of Services, Section 2.9, in accordance with Exhibits B-1, Budget through Exhibit B-2, Budget.
- 4.7. The Contractor shall bill the Department for Continuous Recovery Monitoring services detailed in Exhibit A, Scope of Services, Section 2.9 on a fee-for-service basis as follows:
 - 4.7.1. Attempted or completed contacts shall be billed at a rate of \$15.00 per contact for up to four (4) contacts per month per client.
 - 4.7.2. The maximum billable amount per client shall not exceed \$60.00 per month.
 - 4.7.3. Unsuccessful contact with the client for thirty (30) consecutive days shall result in no further billing until such time client is successfully contacted, at which time billing limitation in Section 4.7.2 shall apply.
5. 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.
6. 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.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 and Exhibit B-2 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.
9. 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.

JM

1/20/16

Exhibit B-1 Budget

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

Model/Program Name: Southwestern Community Services, Inc.

Budget Request for: Substance Use Disorder Regional Access Point Services

Budget Period: February 1, 2016 through June 30, 2016

Line Item	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	
1 Total Salary/Wages	21,834.00	2,880.00	24,714.00	-	-	-	-	-	21,834.00	2,880.00	24,714.00
2 Employee Benefits	14,210.00	1,800.00	18,010.00	-	-	-	-	-	14,210.00	1,800.00	18,010.00
3 Consultants	-	-	-	-	-	-	-	-	-	-	-
4 Equipment	-	-	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-	-
5 Supplies	-	-	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-	-
Office	625.00	81.00	706.00	-	-	-	-	-	625.00	81.00	706.00
6 Travel	625.00	81.00	706.00	-	-	-	-	-	625.00	81.00	706.00
7 Contingency	1,113.00	144.00	1,257.00	-	-	-	-	-	1,113.00	144.00	1,257.00
8 Current Expenses	-	-	-	-	-	-	-	-	-	-	-
Telephone	1,000.00	129.00	1,129.00	-	-	-	-	-	1,000.00	129.00	1,129.00
Facility	417.00	54.00	471.00	-	-	-	-	-	417.00	54.00	471.00
Subscriptions	-	-	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-
Travel Expenses	-	-	-	-	-	-	-	-	-	-	-
9 Salaries	1,887.00	268.00	2,155.00	-	-	-	-	-	1,887.00	268.00	2,155.00
10 Meetings/Communications	2,083.00	288.00	2,371.00	-	-	-	-	-	2,083.00	288.00	2,371.00
11 Staff Education and Training	2,083.00	288.00	2,371.00	-	-	-	-	-	2,083.00	288.00	2,371.00
12 Subcontract/Agreements	-	-	-	-	-	-	-	-	-	-	-
13 Other (specify details mandatory)	-	-	-	-	-	-	-	-	-	-	-
Photocopying	417.00	53.00	470.00	-	-	-	-	-	417.00	53.00	470.00
Fee-for-Service @ \$15/Contact	10,100.00	-	10,100.00	-	-	-	-	-	10,100.00	-	10,100.00
TOTAL	48,172.00	5,361.00	53,533.00	-	-	-	-	-	48,172.00	5,361.00	53,533.00

Contractor Initials: *am*
Date: 1/20/16

Exhibit B-2 Budget

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

Bidder/Program Name: Southwestern Community Services, Inc.

Budget Request for: Substance Use Disorder Regional Access Point Services

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

Line Item	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1. Total Salary/Wages	52,400.00	4,800.00	58,200.00									
2. Employee Benefits	34,247.00	4,400.00	38,647.00									
3. Contract/Lease												
4. Equipment												
5. Supplies												
6. Travel	1,500.00	150.00	1,650.00									
7. Occupancy	2,870.00	344.00	3,214.00									
8. Current Expenses	2,400.00	300.00	2,700.00									
9. Printing	1,000.00	120.00	1,120.00									
10. Insurance												
11. Bond Expenses												
12. Software	4,000.00	518.00	4,518.00									
13. Materials/Consumables	5,042.00	650.00	5,692.00									
14. Staff Education and Training	5,000.00	583.00	5,583.00									
15. Subcontract/Agreements												
16. Other (Specify below)	1,000.00	120.00	1,120.00									
17. Professional	24,300.00		24,300.00									
18. Fee-For-Service @ 215% Contact												
TOTAL	138,048.00	14,388.00	152,436.00									

Contractor Initials: *SM*
 Date: 1/20/16



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.



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

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



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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



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;

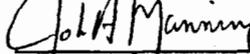
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements 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: Southwestern Community Services, Inc.



Name: John A. Manning

Title: Chief Executive Officer

1/20/16

Date

Exhibit D - Certification regarding Drug Free
Workplace Requirements
Page 2 of 2

Contractor Initials 

Date 1/20/16



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.

1/20/16
Date

Contractor Name: Southwestern Community Services, Inc.

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

Exhibit E – Certification Regarding Lobbying

Contractor Initials JM

Date 1/20/16



**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

gm



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

1/20/16
Date

Contractor Name: Southwestern Community Services, Inc.
John A. Manning
Name: John A. Manning
Title: Chief Executive Officer



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

1/20/16
Date

Contractor Name: Southwestern Community Services, Inc.
Name: John A. Manning
Title: Chief Executive Officer

Exhibit G

Contractor Initials JM

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

6/27/14
Rev. 10/21/14

Page 2 of 2

Date 1/20/16



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.

1/20/16
Date

Contractor Name: Southwestern Community Services, Inc.

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

Exhibit H - Certification Regarding
Environmental Tobacco Smoke
Page 1 of 1

Contractor Initials JM

Date 1/20/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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

3/2014

Contractor Initials

Date

JM
1/20/14



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date

gm
1/20/16



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.

NH DHHS

The State
Kathleen Adams
Signature of Authorized Representative

Kathleen Adams
Name of Authorized Representative

Title of Authorized Representative

Associate Commissioner

Date 1/25/16
3/2014

Southwestern Community Services, Inc.

Name of the Contractor
John A. Manning
Signature of Authorized Representative

John A. Manning
Name of Authorized Representative

Chief Executive Officer
Title of Authorized Representative

January 20, 2016

Date

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 6 of 6

Contractor Initials JM

Date 1/20/16



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.

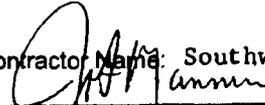
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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.

1/20/16
Date

Contractor Name: Southwestern Community Services, Inc.


Name: John A. Manning
Title: Chief Executive Officer

Contractor Initials JM
Date 1/20/16



FORM A

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

1. The DUNS number for your entity is: 081251381
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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