



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 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 20, 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 enter into a **sole source and retroactive** agreement with Families in Transition 122 Market Street, Manchester, NH, 03101 (Vendor #157730 B001) to support expanded outpatient and intensive outpatient services in an amount not to exceed \$358,724, **retroactive** to July 1, 2017 effective upon Governor and Executive Council approval through June 30, 2018. 20% General Funds and 80% Federal Funds.

Funds are available in the following account in State Fiscal Year 2018, 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.

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL, SVCS, CLINICAL SERVICES

State Fiscal Year	Class/Account	Title	Budget Amount
2018	102-500734	Contracts for Prog Svc	\$358,724
		Total	\$358,724

### **EXPLANATION**

This requested action is **sole source and retroactive** because the vendor is in the process of expanding intensive outpatient and outpatient services in Manchester made necessary in part due to the significant increase in clients referred from the Manchester Safe Stations Program. In order to continue this expansion, Families in Transition is in need of funding to cover staff and other administrative costs until they are able to develop the program to a point where it will be self-sustaining. Current funding for this project expired June 30, 2017 and a gap in funding could lead to a lack of access to their services in this high need area.

Similar to other states, New Hampshire is in the middle of an opioid epidemic, including 438 overdose deaths in 2015 and 476 or more overdose deaths expected for 2016. These circumstances have put an undue strain on the state's already limited capacity to provide substance use disorder treatment services. The city of Manchester has responded to this epidemic by establishing the Safe Stations Program, which provides rapid access to treatment and recovery services for individuals with substance use disorders. While this program has proven invaluable, it has also strained the existing treatment resources available in the city.

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His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

In June 2016, Families in Transition was awarded an infrastructure expansion contract to expand outpatient and intensive outpatient services in Manchester. The agency faced significant challenges in hiring staff due to a workforce shortage and, as a result, was not able to reach full sustainability by the end of the contract period. This funding will provide support to the program until they can become fully self-sustaining.

According to the Contract terms, 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.

Additionally, the attached Contract includes language that reserves the right to renew the 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.

Should the Governor and Executive Council not approve this request, individuals with substance use disorders living in the Greater Manchester area will have reduced access to critical treatment services, potentially leading to an increase in overdoses and the socioeconomic costs associated by overdoses.

Area Served: Statewide.

Source of Funds: 20% General Funds and 80% 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)

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

# Denis Goulet

# 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/doit

June 29, 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 enter into a sole source and retroactive contract with Families in Transition of Manchester, NH as described below and referenced as DoIT No. 2018-041.

The Department of Health and Human Services requests to enter into a contract agreement to support expanded outpatient and intensive outpatient services. Families in Transition will operationalize the Continuum of Care Model by providing services in support of the Resiliency and Recovery Oriented Systems of Care (RROSC), which supports person-centered and self-directed approaches to care in order to build the strength and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.

The amount of the contract is not to exceed \$358,724.00, retroactive to July 1, 2017, effective upon the date of Governor and Executive Council approval, through June 30, 2018.

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

Denis Goulet

Sincerely

DG/kaf DoIT #2018-041

cc: Bruce Smith, IT Manager, DoIT

Subject: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion (SS-2018-BDAS-04-SUBST)

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.	w	LI	NI.	и	CA		w		ı
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1. IDENTIFICATION.						
1.1 State Agency Name 1.2 State Agency Address						
Department of Health & Human Services		129 Pleasant Street				
		Concord, NH 03301				
1.3 Contractor Name		1.4 Contractor Address	1.4 Contractor Address			
Families in Transition		122 Market Street				
		Manchester, NH 03101				
		,				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
Number	1.0 Theodille Trumber	1.7 Completion Bate	1.0 The Emiliation			
(603) 641-9441 EXT 224	05-95-92-920510-33840000-	June 30, 2018	\$358,724.			
(003) 041-9441 EXT 224	1	June 30, 2018	\$336,724.			
102-500734   1.10 State Agency Telephone Number						
		1.10 State Agency Telephone Number				
Jonathan V. Gallo, Esq., Interim	Director	(603) 271-9246				
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory				
	,					
Maureen Coau	woard					
1. pulled will	ag v	Maureen Beauregard, President				
1.13 Acknowledgement: State of New Hampshire, County of Hillsborough						
1.13 Meknowledgement. State of New Hampstine, County of Hillsborough						
On June 19, 2017 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily						
proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity						
indicated in block 1.12.						
1.13.1 Signature of Notary Public or Justice of the Peace						
RUTH A. SYREK, Notary Public						
[Seal] Such Such						
1.13.2 Name and Title of Notary of Justice of the Peace						
1.13.2 Iname and Title of Notary of gustice of the reace						
Ruth Syrek, Admin. Asst., Notary Public						
1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory						
The State Lighter Signature		1 C C C C C C C C C C C C C C C C C C C				
Date 43017 Kat us tex Director			Vector			
Date: Date: Date: Date: Division of Personnel (if applicable)						
Typiotal of the Mili Department of Administration, Division of Leisonnet (if apparentie)						
By: Director, On:						
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)						
. / / / / /						
By: / \ /\ /\ /\	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	OM - (/22	1			
\ / \ / \ / \ \	/ Whom Illinot	Home 4/2/	(1)			
1.18 Approval by the Governor and Executive Council (frapplicable)						
, , ,						
	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 \$1,000,000per 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.

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Contractor Initials

Date 6-19-2017

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 / / Date 6-19-2017



### **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 will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. 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.

# 2. Scope of Services

- 2.1. The Contractor shall operationalize the Continuum of Care Model by providing services that support the Resiliency and Recovery Oriented Systems of Care (RROSC), which supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.
- 2.2. The Contractor shall provide substance use disorder (SUD) services available through Family Willows Intensive Outpatient and Outpatient programs by adding additional Intensive Outpatient Program (IOP) and Outpatient Program (OP) services to currently existing services. The Contractor shall:
  - 2.2.1. Provide services in Manchester, NH to provide IOP/OP services to an additional eighty-five (85) clients. The Contractor shall have a range of services to support people in treatment and early recovery including, but not limited to:
    - 2.2.1.1. Recovery coaching.
    - 2.2.1.2. Workplace recovery initiatives.
    - 2.2.1.3. Employment services.
    - 2.2.1.4. Peer support groups.
    - 2.2.1.5. Family peer support groups.
    - 2.2.1.6. Family recovery coaching.

Contractor Initials A



### **Exhibit A**

- 2.2.2. Ensure additional services are evidence based and include a step down OP that serves individuals who complete the IOP as well as those who are only in need of OP.
- 2.2.3. Provide services to single women, pregnant women and women with children, specializing in treatment for:
  - 2.2.3.1. Pregnant women.
  - 2.2.3.2. Women with dependent children.
  - 2.2.3.3. Injection drug users.
  - 2.2.3.4. Individuals with co-occurring substance use and mental health disorders.
  - 2.2.3.5. Individuals who are involved with the criminal justice system.
  - 2.2.3.6. Women who are homeless or at risk of homelessness.
- 2.2.4. Provide supplemental services designed to ensure women enrolled in care have easy access to supplemental services to ensure women in treatment remain actively engaged. The Contractor shall provide enhanced services that are gender specific and culturally competent and include, but are not limited to:
  - 2.2.4.1. In-house childcare and youth programming for children of women receiving services.
  - 2.2.4.2. Free transportation to all treatment programming as well as to essential stability services within the community.
  - 2.2.4.3. Non-clinical services, which may include, but are not limited to:
    - 2.2.4.3.1. Family and parenting support.
    - 2.2.4.3.2. Job search assistance.
    - 2.2.4.3.3. Financial management.
    - 2.2.4.3.4. Life skills development.
- 2.3. The Contractor shall provide innovative programs that assist individuals or groups of individuals with achieving treatment objectives through programs that integrate SUD treatment and recovery support services with other services, which may include physical and mental health services. The Contractor shall:
  - 2.3.1. Provide Intensive Outpatient Program (IOP) services that shall include, but not be limited to, individualized Recovery Plans coordinated by a MLADC/Recovery Support Worker and an MLADC Therapist, which shall be provided three (3) days a week for a minimum of three (3) hours per day through several modalities that include, but are not limited to:
    - 2.3.1.1. Individual and group psychotherapy.
    - 2.3.1.2. Milieu therapy.
    - 2.3.1.3. Recovery support services.

Contractor Initials

Families in Transition, Exhibit A, Scope of Services SS-2018-BDAS-04-SUBST



## **Exhibit A**

- 2.3.2. Assist individuals who successfully complete the intensive phase of the IOP program step down in services by supporting the individual's participation in the Outpatient Program (OP). The Contractor shall provide assistance through:
  - 2.3.2.1. Exploration of substance use disorders and associated ramifications, which includes but is not limited to:
    - 2.3.2.1.1. An examination of attitudes and feelings.
    - 2.3.2.1.2. Consideration of alternative solutions.
    - 2.3.2.1.3. Decision making with regard to alcohol and other drug related problems.
  - 2.3.2.2. Individual and/or group therapy, as determined by the client assessment of need, which may include but is not limited to:
    - 2.3.2.2.1. Six (6) hours of group therapy per week and individual therapy.
    - 2.3.2.2.2. Only individualized therapy with up to two (2) hours of group therapy per week.
- 2.3.3. Continually reevaluate the scheduling needs of clients and shall alter the proposed scheduled if it is deemed that afternoon or evening programming is more amenable to client needs. The Contractor shall continue:
  - 2.3.3.1. Providing IOP services on Monday, Wednesdays and Fridays from 2:00 through 5:00 pm.
  - 2.3.3.2. Providing OP services on Tuesdays and Thursdays from 2:00 pm through 5:00 pm..
  - 2.3.3.3. Offering the Nurturing Families Group on Wednesdays from 12:15 PM through 1:45 PM.
  - 2.3.3.4. Offering Family/Supportive Person Sessions on Monday evenings from 5:30 PM through 6:30 PM one time per month.
- 2.3.4. Utilize the Addiction Severity Index to complete the evaluation process to ensure accurate data for recovery planning, client placement and referrals as well as outcome measurement. The Contractor shall ensure treatment practices include several proven and promising interventions including, but not limited to:
  - 2.3.4.1. Seeking Safety an intervention developed as a group treatment for women experiencing Post Traumatic Stress Disorder (PTSD)/SUD. The goal is to decrease PTSD symptoms and encourage abstinence focusing on enhancing cognitive and interpersonal coping skills, safety and self-care.
  - 2.3.4.2. Dialectical Behavioral Therapy (DBT) cognitive behavioral therapy made of four skills: Mindfulness, emotion regulation, stress tolerance and interpersonal effectiveness.

Contractor Initials MP

Families in Transition, Exhibit A, Scope of Services SS-2018-BDAS-04-SUBST



### **Exhibit A**

- 2.3.4.3. Living in Balance (LIB) Substance use treatment curriculum that helps clients address issues in lifestyle areas that may have been neglected during addiction.
- 2.3.4.4. TCU Mapping visual representation counseling strategy for improving communication and decision making developed for substance use treatment.
- 2.3.4.5. Contingency Management Incentive based interventions to help treatment retention and promoting harm reduction from substances and unsafe behaviors.
- 2.3.4.6. Nurturing Families addresses the specific needs of families affected by parental substance use focusing on the effects of substance use disorders on families, parenting and the parent-child relationship.
- 2.3.4.7. Touchpoints An evidence-based approach to working with families, which focuses on strengthening the parent/child/provider relationship in a way that builds parental skills and self-esteem, leading to stronger parent/child relationships.
- 2.3.4.8. Connections an evidence-based 12- session Psychoeducational Shame-Resilience Curriculum by Brene Brown.
- 2.3.4.9. Motivational Interviewing An evidence-based approach that helps clients to move through the stages of change.
- 2.4. The Contractor shall purchase new or updated educational and service program curriculum and other materials and client workbooks to support the scope of services in this contract.
- 2.5. The Contractor shall complement services provided with utilization of urinalysis screening to increase adherence and abstinence.
- 2.6. The Contractor shall conduct outreach activities to promote and market substance use disorder treatment services to individuals, health and social service agencies, businesses and community members. The Contractor shall ensure outreach activities include but are not limited to:
  - 2.6.1. Developing printed materials for broad distribution, which may include, but is not limited to:
    - 2.6.1.1. Brochures.
    - 2.6.1.2. Flyers.
    - 2.6.1.3. Display posters.
    - 2.6.1.4. Pens.
    - 2.6.1.5. Magnets.

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Families in Transition, Exhibit A, Scope of Services SS-2018-BDAS-04-SUBST



### Exhibit A

- 2.6.1.6. Other marketing tools.
- 2.6.2. Publicizing telephone numbers, web addresses and other contact information associated with the information channels described in Section 2.7.
- 2.6.3. Establishing and actively monitoring social media sites, which may include Facebook and Twitter.
- 2.6.4. Ensuring outreach activities target core community sectors that include, but are not limited to:
  - 2.6.4.1. Health & medical.
  - 2.6.4.2. Safety & law enforcement.
  - 2.6.4.3. Education.
  - 2.6.4.4. Business.
  - 2.6.4.5. Government.
  - 2.6.4.6. Community & family supports.
- 2.7. 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.
- 2.8. The Contractor shall ensure services include ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improve. The Contractor shall:
  - 2.8.1. Utilize numerous databases and software packages including, but not limited to, WITS in an effort to more accurately track client data and program outcomes as well as to streamline billing for services.
  - 2.8.2. Incorporate Electronic Health Records (EHR) to:
    - 2.8.2.1. Further expand the ability to monitor services and implement strategies to improve services.
    - 2.8.2.2. Streamline both billing and medical records into one record, which will lead to greater efficiency and accuracy in data entry and reporting.
  - 2.8.3. Ensure staff and management personnel participate in learning collaboratives and develop opportunities to provide management with new ways to enhance the effectiveness of services and supervision.
  - 2.8.4. Encourage staff to enhance personal expertise in substance use services by becoming MLADCs, LADCs and Certified Recovery Support Workers.

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## **Exhibit A**

- 2.8.5. Provide Continuous Recovery Monitoring Services to each client to ensure on-going contact with the client post-discharge. The Contractor shall:
  - 2.8.5.1. Ensure the therapist alerts the Intake Coordinator upon discharge of each client indicating when the 3-month follow-up should occur.
  - 2.8.5.2. Inform clients upon discharge that Continuous Recovery Monitoring Services shall occur at 3, 6 and 12-months after discharge.
  - 2.8.5.3. Inform each client about the Contingency Management incentive to participate.
  - 2.8.5.4. Ensure the Intake Coordinator contacts each clients at the 3-month post-discharge date to:
    - 2.8.5.4.1. Complete the National Outcomes Measure (NOMs).
    - 2.8.5.4.2. Update any change in client contact information
    - 2.8.5.4.3. Remind the client of additional follow-ups that will occur at the 6 and 12-month post-discharge dates.
  - 2.8.5.5. Ensure the client is contacted at the 6-month and 12-month postdischarge dates to provide services identified in Section 2.5.5.4. The Contractor shall:
  - 2.8.5.6. Attempt contact with each client at least three (3) times over a one (1) week period.
  - 2.8.5.7. Use information gathered during Continuous Recovery Monitoring Services to inform programming and make necessary changes to improve long term programmatic outcomes.

# 3. Staffing

- 3.1. The Contractor shall maintain the eight (8) staff below to provide the scope of services described in this contract as follows:
  - 3.1.1. One (1) part time Program Manager with who is licensed as an MLADC and/or an LICSW with substance use disorders treatment expertise for general administrative and clinical oversight and clinical supervision as well providing regular quality assurance.
  - 3.1.2. Two (2) full time therapists who are licensed as an MLADC and/or an LCMHC with substance use disorders treatment expertise for individual and group therapy, Crisis Line, assessments, internship supervision and other duties, as appropriate.
  - 3.1.3. One (1) Treatment Coordinator certified as a CRSW to work one-on-one with participants to develop recovery plans; help clients overcome barriers to access services; manage and provide recovery support programs and services; co-facilitate groups; and provide Crisis Line work.
  - 3.1.4. One (1) full time Intake Coordinator licensed as an LADC to conduct initial assessments; make community referrals; manage admissions and waitlists;

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### Exhibit A

- manage outreach activities; and ensure 3, 6 and 12 month follow-up contacts with discharged clients.
- 3.1.5. One (1) part time Recovery Support Worker who is certified as a CRSW with childcare experience to provide children's programming; parenting support; and transportation.
- 3.1.6. One (1) full time Peer Recovery Support Worker II who is certified as a CRSW and had one (1) year of experience in the recovery field.
- 3.1.7. One (1) part time Medical Biller with a Bachelors of Arts degree with experience in medical billing to manage the application process to alternative payers as well as process and submit all reimbursement requests and research new payers.
- 3.2. The Contractor shall ensure that participants receive high quality, effective services by ensuring all staff participate in staff development and education. The Contractor shall:
  - 3.2.1. Partner with the NH Coalition to End Homelessness and/or NH Training Institute on Addictive Disorders to provide regular trainings to staff and collaborative partners that specifically address SUD and SUD with co-occurring disorders and core programing components that include, but are not limited to:
    - 3.2.1.1. Trauma-Informed Services.
    - 3.2.1.2. Motivational Interviewing.
    - 3.2.1.3. Cognitive Behavioral Therapies
    - 3.2.1.4. Evidence Based Practices.
    - 3.2.1.5. Cultural Competency.
  - 3.2.2. Provide a multi-day orientation and in-service training to all staff involved in client care upon starting work at The Family Willows to address contract requirements and all other relevant policies and procedures.
  - 3.2.3. Provide training using the 'train-the-trainer' model.
  - 3.2.4. Providing Continuing Education Unit (CEU) opportunities to further educate staff on use and application of selected evidence based practices.
  - 3.2.5. Engage in learning opportunities provided by the Department and other state agencies and community service agencies.
- 3.3. The Contractor shall ensure all staff at The Family Willows receives weekly individual supervision with a direct clinical supervisor or Program Manager. The Contractor shall ensure:
  - 3.3.1. The Program Manager receives weekly clinical supervision from the agency COO, a LICSW and specialist in substance use and co-occurring treatment services.
  - 3.3.2. Staff and interns also receive biweekly group supervision and additional clinical support during regular team and clinical meetings.

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Families in Transition, Exhibit A, Scope of Services SS-2018-BDAS-04-SUBST



### Exhibit A

- 3.3.3. Supervision incorporates direct observation of services through:
  - 3.3.3.1. Co-facilitation of groups.
  - 3.3.3.2. Co-therapy.
  - 3.3.3.3. Listening to tapes.
  - 3.3.3.4. Observing client sessions through two-way mirrors.

# 4. Reporting

- 4.1. The Contractor shall provide monthly reports to the Department, detailing implementation progress and program outcomes. The Contractor shall:
  - 4.1.1. Provide reports in a format approved by the Department that include but are not limited to, information on:
    - 4.1.1.1. Any barriers or challenges to achieving sustainability.
    - 4.1.1.2. Budget to actuals/monthly expenditure of funds in a form approved by the Department.
    - 4.1.1.3. Plan to overcome barriers identified in Section 4.1.1.1 during the following month.

# 5. Deliverables

- 5.1. The Contractor shall purchase all equipment and furniture needed to outfit expanded and/or new facilities.
- 5.2. The Contractor shall serve at least 85 additional clients annually.
- 5.3. The Contractor shall secure technology capabilities described in Section 2.5.1 and Section 2.5.2 to deliver SUD treatment and recovery services.
- 5.4. The Contractor shall maintain staffing described in Section 3 and shall notify the Department within 5 days if any of the positions become vacant.
- 5.5. The Contractor shall provide continuing education and training in program components and specific evidence based practices.

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Families in Transition, Exhibit A, Scope of Services SS-2018-BDAS-04-SUBST



# Method and Conditions Precedent to Payment

- Department access to funding for this project is dependent upon meeting the standards in the Catalog of Federal Domestic Assistance (CFDA) # 93.959 (<a href="https://www.cfda.gov">https://www.cfda.gov</a>) 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.
- 2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with the terms in Exhibit B.
- 3. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
- 4. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

# 6. Reimbursement for Infrastructure Development (other than Providing Direct IOP/OP Services)

- 6.1. Payment for services shall be on a cost reimbursement basis only for actual activities provided in Exhibit A for infrastructure development, in accordance with the Department approved budget to expand services in accordance with Exhibit A, Scope of Services. The Contractor shall submit the budget within five days from the contract effective date.
- 6.2. Payment for services shall be made as follows:
  - 6.2.1. The Contractor shall submit monthly invoices by the 20<sup>th</sup> of the month for reimbursement of actual costs incurred for the previous month.
  - 6.2.2. Invoices identified in Section 6.2.1 must be submitted to:

Jaime Powers
NH Department of Health and Human Services
Division for Behavioral Health Services
Bureau of Drug and Alcohol Services
105 Pleasant St., 3<sup>rd</sup> Floor North
Concord, NH 03301

Jaime.powers@dhhs.nh.gov

6.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

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# 7. Reimbursement for Providing Direct OP and IOP Services to Clients

- 7.1. The Contractor shall submit monthly invoices on a form provided by the Department, by the 20th of the month, for fees for OP and IOP service provided in the previous month.
- 7.2. The Contractor agrees to directly bill and receive payments for services provided under this contract from third party payers such as public and private insurance plans, the clients, and the Department.
- 7.3. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
  - 7.3.1. The Contractor shall charge up to the Contract Rate, in Section 7.7 below, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
  - 7.3.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7.6, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Section 7.7 below.
  - 7.3.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the Department the balance (the Contract Rate less the private insurer and the client cost shares).
- 7.4. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Section 7.7 below multiplied by the corresponding percentage stated in Section 7.6 Sliding fee scale for the client's applicable income level.
- 7.5. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Section 7.7 below.
- 7.6. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Section 7.7 below, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule in Section 7.6.

# 7.7. Sliding Fee Scale

- 7.7.1. The Sliding Fee Scale shall apply to the OP and IOP:
- 7.7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Section 8.6 below, based on the following sliding fee scale as follows:
  - 7.7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
  - 7.7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.

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- 7.7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
- 7.7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
- 7.7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
- 7.7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
- 7.7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

## 7.8. Fee for Service Rates for OP and IOP

	Contract Rate			
	(Maximum Allowed			
Service	Charge)	Unit	Service Limit	
			1 evaluation per	
Clinical Evaluation	\$250.00	Per evaluation	90 days, per client	
Individual Outpatient	\$20.00	15 min	\$200 of combined	
			individual & group	
Croup Outpotiont	\$6.00	15 min	per week, per client	
Group Outpatient	φ0.00	Per day and only on those	Client	
		days when the client		
		attends individual and/or		
		group counseling		
Intensive Outpetient	\$95.00	associated with the	4 days per week (\$380),per client	
Intensive Outpatient	φ93.00	program.	(\$300),per cheric	
		Per 3 attempted contacts	\$60 of combined	
Continuous Recovery Monitoring		over the course of at least	attempted and	
- Attempted	\$15.00	1 week	completed per month for the first	
			12 months post	
			discharge, per	
Continuous Recovery Monitoring	\$15.00	Per 1 completed contact	client	
- Completed	φ10.00	Fei i completed contact		
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 of combined	
	φ10.00	10 111111	individual & group	
Group Recovery Support Services (Non-Clinical)	\$5.50	15 min	per week, per client	
Gervices (Non-Cililical)	_ ψυ.υυ		GIGHT	

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### **SPECIAL PROVISIONS**

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

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

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

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

- 8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 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.

Exhibit C - Special Provisions 06/27/14 Page 2 of 5



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, bylaws and regulations.
- 16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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Exhibit C - Special Provisions 06/27/14 Page 3 of 5



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. Nonprofit 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating 19.1.
- 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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Exhibit C - Special Provisions 06/27/14 Page 4 of 5



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

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.

Contractor Initials

Exhibit C - Special Provisions Page 5 of 5 06/27/14



# **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.
- The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials



# 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

Contractor Initials \_\_\_\_\_



- 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  $\hfill \square$  if there are workplaces on file that are not identified here.

Contractor Name: Families in Transition

June 19, 2017 Date

Name: Maureen Beauregard

Title: President

Contractor Initials



#### **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:

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

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

Contractor Name: Families in Transition

June 19, 2017

Date

Name: Maureen Beauregard

Title President

Exhibit E - Certification Regarding Lobbying

Data 6-19-201

Contractor Initial



# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

#### INSTRUCTIONS FOR CERTIFICATION

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

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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Families in Transition

June 19, 2017

Date

Name: Maureen Beauregard

Title: President

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# 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



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

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

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

Contractor Name: Families in Transition

June 19, 2017

Date

Title: President

Exhibit G

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



### **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Families in Transition

June 19, 2017

Date

Name: Maureen Beauregard

Title: President

Contractor Initials



# HEALTH INSURANCE PORTABLITY 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. <u>"Breach"</u> shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" 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. "<u>Protected Health Information</u>" 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.

3/2014

- "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. <u>"Unsecured Protected Health Information"</u> 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) <u>Business Associate Use and Disclosure of Protected Health Information.</u>

- 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

Contractor Initials



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:
  - Whether the protected health information was actually acquired or viewed
  - 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

Contractor Initials



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.
- 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.
- I. 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. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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.

Contractor Initials

#### Exhibit I

- e. <u>Segregation</u>. 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. <u>Survival</u>. 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 DHHS	Families in Transition
The State	Name of the Contractor
765-8 FX	Nousen Deauceard
Signature of Authorized Representative	Signature of Authorized Representative
Kit, as Fix	Maureen Beauregard
Name of Authorized Representative	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
(e/20/17	June 19, 2017
Date	Date

#### New Hampshire Department of Health and Human Services Exhibit J



### 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.

June 19, 2017
Date

Contractor Name: Families in Transition

Name: Maureen Beauregard

Title: President

Contractor Initials

Date 6-19-2017

## New Hampshire Department of Health and Human Services Exhibit J



#### FORM A

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

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

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



#### **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:
      - DHHSChiefInformationOfficer@dhhs.nh.gov 2.6.1.1.
      - 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

Exhibit K - DHHS Information Security Requirements

Date 6-19-2017

Contractor Initials

#### 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.

Contractor Initials

Date 6-19-2017

# 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 FAMILIES IN TRANSITION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. 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: 207982



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April A.D. 2017.

William M. Gardner Secretary of State

### **CERTIFICATE OF VOTE**

, Charla Stevens		, do hereby certify that:
(Name of the elected Officer of t		
1. I am a duly elected Officer of	Families in Transiti	on
a a daily diodical official of	(Agency Name)	<u></u>
2. The following is a true copy of the res	olution duly adopted at a r	neeting of the Board of Directors of
the Agency duly held onJune 19, 2 (Date)	2017 :	
RESOLVED: That theF	President	
	<u>President</u> (Title of Contract Signator	ry)
is hereby authorized on behalf of this Ag execute any and all documents, agreem or modifications thereto, as he/she may	ents and other instrument	s, and any amendments, revisions,
<ol><li>The forgoing resolutions have not bee</li></ol>	en amended or revoked, a	nd remain in full force and effect as of
the 19 day of June (Date Contract Signed)	, <u>2017</u>	
4. <u>Maureen Beauregard</u> is the (Name of Contract Signatory)		President  Title of Contract Signatory)
of the Agency.		Signature of the Elected Officer)
STATE OF New Hampshire		
County of <u>Hillsborough</u>		
The forgoing instrument was acknowled	ged before me this19	day of <u>June</u> , <u>2017</u>
By <u>Charla Stevens</u> (Name of Elected Officer of the		Notary Public/Justice of the Peace)
(NOTARY SHAL)  RUTH A. S	SYREK, Notary Public n Expires October 16, 2018	Notary Fubliciouslice of the Feace)
Commission Expires:	·	

SLAMERE

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/03/2017

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.

If	MPORTANT: If the certificate holde SUBROGATION IS WAIVED, subje his certificate does not confer rights t	ct to	the	terms and conditions of	the po	licy, certain	policies may					
PRO	DUCER				CONTA	⊂ਾ Stephan	ie Lamere,	CIC				
Day	is & Towle Morrill & Everett, Inc. Airport Road				PHONE (A/C, No, Ext): (603) 715-9740 FAX (A/C, No): (603) 225-7935							
	cord, NH 03301				E-MAIL ADDRE	ss: slamere	@davistow	e.com				
					7,00,10			RDING COVERAGE		NAIC#		
					INISTIDE			ance Company		23850		
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					INSURE		mountaine	Joinpuny				
	Families in Transition, Inc. 122 Market St											
	Manchester, NH 03101				INSURE							
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	VED 1050		~ _	- AU IMPER	INSURE	RF:		DEVICION AUTHORD		L		
T IN	HIS IS TO CERTIFY THAT THE POLICI NDICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	ES O REQU PER POLI	F INS IREMI TAIN, CIES.	ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF A	ANY CONTRA Y THE POLIC REDUCED BY	TO THE INSUF CT OR OTHER IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESPECTED HEREIN IS SUBJECT TO	T TO	WHICH THIS		
LTR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		4.000.000		
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE . \$	<u> </u>	1,000,000		
	CLAIMS-MADE X OCCUR			PHPK1591984		01/01/2017	01/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	;	100,000		
		İ						MED EXP (Any one person) \$	i	5,000		
								PERSONAL & ADV INJURY \$	<u> </u>	1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	<u> </u>	3,000,000		
	POLICY X PRO- X LOC	İ						PRODUCTS - COMP/OP AGG \$	<u>.                                    </u>	3,000,000		
	OTHER:							s	3			
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)		1,000,000		
	X ANY AUTO		ĺ	PHPK1591987		01/01/2017	01/01/2018	BODILY INJURY (Per person) \$				
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accident) \$				
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)				
	AUTOS ONLY AUTOS ONLY											
Α	X UMBRELLA LIAB OCCUR		<del> </del>					\$		5,000,000		
	EXCESS LIAB CLAIMS-MADE		1	PHUB567749		01/01/2017	01/01/2018	EACH OCCURRENCE \$		-,,		
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В	TOES THE TENTION OF	-	<u> </u>					X PER OTH-	<u> </u>	0,000,000		
_	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3243601		01/01/2017	01/01/2018			1,000,000		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	1	111103243001		01/01/2017	01/01/2018	E.L. EACH ACCIDENT \$	<u> </u>	1,000,000		
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	<u> </u>	1,000,000		
	DESCRIPTION OF OPERATIONS below	-	ļ					E.L. DISEASE - POLICY LIMIT \$	<u> </u>	1,000,000		
***V	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Forkers Compensation*** State: NH	LES (	ACORI	D 101, Additional Remarks Schedu	ile, may t	e attached if mo	re space is requii	red)				
CF	RTIFICATE HOLDER				CAN	CELLATION						
State of New Hampshire, Dept of Health and Human Services Contracts & Procurement Unit 129 Pleasant St Concord, NH 03301				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN								
					1 5	epharoli	Fr TOW X	טועט				

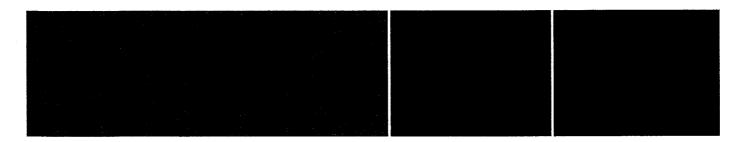
Families in Transition 122 Market Street Manchester, NH 03101 Tel. 603-641-9441 Fax. 603-641-1244



#### Mission

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







#### **CONSOLIDATED FINANCIAL STATEMENTS**

and

SUPPLEMENTARY INFORMATION

December 31, 2016 (With Comparative Totals for 2015)

With Independent Auditor's Report



#### INDEPENDENT AUDITOR'S REPORT

Board of Directors Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2016 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

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

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

#### Auditor's Responsibility

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

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

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

#### Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2016, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Board of Directors Families in Transition, Inc. and Subsidiaries Page 2

#### Report on Summarized Comparative Information

We have previously audited the Organization's 2015 consolidated financial statements and, in our report dated March 22, 2016, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

#### Other Matter

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2016, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire March 29, 2017

#### **Consolidated Statement of Financial Position**

#### December 31, 2016 (With Comparative Totals for December 31, 2015)

#### **ASSETS**

		<u>2016</u>		2015
Current assets Cash and cash equivalents Funds held as fiscal agent Accounts receivable Grants receivable Prepaid expenses Due from related parties Other current assets	\$	773,336 91,897 176,659 168,406 35,838 8,208 42,795	\$	1,027,626 90,123 30,212 317,288 43,155 8,809 41,302
Total current assets		1,297,139		1,558,515
Replacement reserves Reserve cash designated for properties Investments Investment in related entity Property and equipment, net Development in process Other assets, net	_	333,855 737,887 2,994 1,001 26,990,325 158,991 116,646	_	331,216 717,593 10,435 1,001 25,441,709 1,881,561 129,844
Total assets	\$_	29,638,838	\$_	30,071,874
LIABILITIES AND NET ASSETS				•
Current liabilities Current portion of long-term debt Accounts payable Accrued expenses Funds held as fiscal agent Due to related entity Other current liabilities	\$	204,278 168,988 207,932 91,897 - 48,106	\$	184,407 203,943 152,630 90,123 869 44,665
Total current liabilities		721,201		676,637
Long-term debt, less current portion		10,831,602	-	10,594,485
Total liabilities	_	11,552,803	-	11,271,122
Net assets Unrestricted - controlling interest Unrestricted - noncontrolling interest	_	12,862,952 4,808,111	_	12,946,230 5,248,340
Total unrestricted		17,671,063		18,194,570
Temporarily restricted		414,972	_	606,182
Total net assets	_	18,086,035	-	18,800,752
Total liabilities and net assets	\$_	29,638,838	\$_	30,071,874

#### **Consolidated Statement of Activities**

#### Year Ended December 31, 2016 (With Comparative Totals for the Year Ended December 31, 2015)

		nrestricted - Controlling Interest	Unrestricted - Noncontrolling Interest	Ţ	Total <u>Jnrestricted</u>		emporarily Restricted		Total <u>2016</u>		Total 2015
Revenue and support Federal, state and other grant support Rental income, net of vacancies Thrift store sales Public support Tax credit revenue	\$	2,060,623 1,779,729 733,574 291,046 70,000	\$ - - - -	\$	2,060,623 1,779,729 733,574 291,046 70,000 200,057	\$	288,829 - - - -	\$	2,349,452 1,779,729 733,574 291,046 70,000 200,057	\$	2,782,997 1,762,156 721,821 188,524 192,533 135,307
Special events VISTA program revenue Unrealized gains (losses) on investments Loss on disposal of assets Interest income In-kind donations		200,057 83,649 3,906 (28,156) 29,107 22,549 131,267	- - - -		83,649 3,906 (28,156) 29,107 22,549 131,267		-		83,649 3,906 (28,156) 29,107 22,549 131,267		72,888 (227) (11,150) 28,833 4,970 131,267
Forgiveness of debt Medicaid reimbursements Other income Net assets released from restrictions Total revenue and support	_	248,815 74,812 480,039 6,181,017		-	248,815 74,812 480,039 6,181,017	-	(480,039) (191,210)	-	248,815 74,812 5,989,807	_	175,366 308,696 
Expenses Program activities Housing Thrift store Total program activities Fundraising	-	5,260,642 590,896 5,851,538 402,696	- - - -	_	5,260,642 590,896 5,851,538 402,696	_	-	_	5,260,642 590,896 5,851,538 402,696	_	4,839,193 564,569 5,403,762 329,373 418,148
Management and general Total expenses	-	457,590 6,711,824		-	457,590 6,711,824	_		-	457,590 6,711,824	_	6,151,283
Contribution for long-term purposes  Change in net assets	-	7,300 (523,507)	<del>·</del>	-	7,300 (523,507)	-	(191,210)	-	7,300 (714,717)	-	50,000 392,698
Change in net assets attributable to noncontrolling interest in subsidiaries	_	440,229	(440,229)	_		_	-	_	<u> </u>	_	
Change in net assets after reclassification of portion attributable to noncontrolling interest  Net assets, beginning of year		(83,278) 12,946,230	(440,229) 5,248,340		(523,507) 18,194,570		(191,210) 606,182		(714,717) 18,800,752		392,698 18,408,054
Net assets, beginning of year	\$ <u>_</u>	12,862,952	\$ 4,808,111	\$_	17,671,063	\$ <u></u>	414,972	\$_	18,086,035	\$_	18,800,752

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

#### **Consolidated Statement of Functional Expenses**

#### Year Ended December 31, 2016 (With Comparative Totals for the Year Ended December 31, 2015)

	Program Activities									
	Housing	<u>Th</u>	rift Store	<u> Ει</u>	ındraising		nagement d General		2016 <u>Total</u>	2015 <u>Total</u>
Salaries and benefits Salaries and wages Employee benefits Payroll taxes	\$ 1,606,761 161,906 119,274	\$	362,595 40,273 27,257	\$	225,084 20,492 16,873	\$	180,379 16,380 13,487	\$	2,374,819 239,051 176,891	\$ 2,197,630 254,849 165,360
1 ayron taxes	113,214		21,201		10,075	_	13,407	-	170,031	100,000
Total salaries and benefits	1,887,941		430,125		262,449		210,246		2,790,761	2,617,839
Other expenses										
Advertising	15,153		27,540		1,793		1,433		45,919	41,689
Amortization	13,197		-		_		-		13,197	15,513
Application and permit fees	4,915		-		-		100		5,015	3,240
Bad debts	32,403		-		-		-		32,403	19,238
Bank charges	-		_		-		15,602		15,602	15,307
Consultants	67,376		3,268		1,186		5,356		77,186	8,316
Depreciation	927,135		9,839		28,280		22,605		987,859	911,306
Events	367		6,726		46,081		-		53,174	40,687
General insurance	111,344		8,780		495		23,003		143,622	124,620
Interest expense	179,672		660		-		-		180,332	203,058
Management fees	14,679		-		-		-		14,679	6,886
Meals and entertainment	5,598		224		1,019		815		7,656	4,469
Membership dues	7,522		525		1,419		1,134		10,600	6,909
Office supplies	91,720		8,658		15,812		12,639		128,829	118,425
Participant expenses	72,021		190		-		1,812		74,023	61,531
Postage	3,493		-		659		527		4,679	6,565
Printing	16,466		695		2,993		2,392		22,546	29,837
Professional fees	<b>-</b>		-		· -		127,545		127,545	112,934
Rental subsidies	223,872		-		-		-		223,872	137,927
Repairs and maintenance	379,011		36,427		7,934		6,342		429,714	409,253
Staff development	8,989		-		1,695		1,355		12,039	8,536
Taxes	324,120		2,419		-		-		326,539	266,379
Technology support	55,540		344		10,280		8,217		74,381	59,523
Telephone	61,540		6,445		9,156		7,319		84,460	70,251
Travel	29,417		7,355		5,548		4,435		46,755	50,447
Utilities	387,242		29,178		_		-		416,420	409,871
VISTA program	290,379		-		-		-		290,379	306,283
Workers' compensation	49,530	_	11,498		5,897	_	4,7 <u>13</u>	_	71,638	<u>84,444</u>
Total expenses	\$ <u>5,260,642</u>	\$	590,896	\$_	402,696	\$_	457,590	\$_	6,711,824	\$ <u>6,151,283</u>

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

#### **Consolidated Statement of Cash Flows**

#### Year Ended December 31, 2016 (With Comparative Totals for the Year Ended December 31, 2015)

Cool flows from according addition		2016		2015
Cash flows from operating activities Change in net assets	\$	(714,717)	\$	392,698
Adjustments to reconcile change in net assets to net cash provided by	Ψ	(114,111)	Ψ	002,000
operating activities				
Depreciation and amortization		1,001,056		926,819
Contribution for long-term purposes		(7,300)		(50,000)
Forgiveness of debt		(131,267)		(131,267)
Unrealized (gains) losses on investments		(3,906)		227
Loss on asset disposal		28,156		11,150
Decrease (increase) in:		20,100		. ,,
Accounts receivable		(146,447)		9,771
Grants receivable		148,882		(34,478)
Prepaid expenses		7,317		11,432
Due from related parties		601		(599)
Other current assets		(1,493)		2,477
Increase (decrease) in:		(.,,		_,
Accounts payable		(47,979)		20,364
Accrued expenses		55,302		(7,176)
Due to related party		(869)		(1,502)
Other current liabilities		3,441		(31,700)
O WIGH GUITON (Habiling)	_			,
Net cash provided by operating activities		190,777		1,118,216
, <u>,</u> , , ,				
Cash flows from investing activities				
Net deposits to reserve accounts		(22,933)		(47,633)
Proceeds from sale of investments		11,347		-
Investment in development in process		(156,432)		(862,528)
Acquisition of property and equipment	_	(139,966)	_	(179,852)
Net and the investigation and the		(207.004)		(4,000,013)
Net cash used by investing activities	_	(307,984)	_	(1,090,013)
Cash flows from financing activities				
Contributions received for long-term purposes		7,300		50,000
Proceeds from long-term borrowings		37,739		156,083
Payments on long-term debt		(182,122)		(202,695)
Taymonia on long-term debt	_	(10211122)		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Net cash (used) provided by financing activities		(137,083)		3,388
	_			
Net (decrease) increase in cash and cash equivalents		(254,290)		31,591
Cash and cash equivalents, beginning of year	_	1,027,626	_	996,035
	•	770 000	•	4 007 606
Cash and cash equivalents, end of year	\$ <u></u>	773,336	⊅	1,027,626
Supplemental disclosure	•	40.004	Φ.	
Acquisition of property and equipment through accounts payable	<b>p</b> =	13,024	⊅=	
and the second s			•	70.440
Acquisition of property and equipment through long-term borrowings	\$_		⊅=	72,410
		E00 000	•	750.000
Acquisition of development in process through long-term borrowings	\$	532,638	\$_	758,086
		4 070 000	•	
Property and equipment transferred from development in process	\$_	1,879,002	\$ <u></u>	

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

#### Notes to Consolidated Financial Statements

December 31, 2016 (With Comparative Totals for December 31, 2015)

#### **Organization**

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

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

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

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

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

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

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

#### **Notes to Consolidated Financial Statements**

December 31, 2016 (With Comparative Totals for December 31, 2015)

#### 1. Summary of Significant Accounting Policies

#### **Principles of Consolidation**

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

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

#### Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2015 consolidated financial statements, from which the summarized information was derived.

#### Use of Estimates

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

#### Notes to Consolidated Financial Statements

December 31, 2016 (With Comparative Totals for December 31, 2015)

#### **Basis of Presentation**

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

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

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

<u>Permanently restricted net assets</u> - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2016 and 2015.

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

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

#### Cash and Cash Equivalents

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

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

#### **Notes to Consolidated Financial Statements**

December 31, 2016 (With Comparative Totals for December 31, 2015)

#### **Property and Equipment**

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

#### **Volunteer Services**

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2016 and 2015 is approximately \$995,000 and \$870,000, respectively.

#### **Functional Expense Allocation**

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

#### **Income Taxes**

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

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2016 and 2015, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

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

#### **Notes to Consolidated Financial Statements**

#### December 31, 2016 (With Comparative Totals for December 31, 2015)

#### 2. Property and Equipment

Property and equipment consisted of the following:

		<u>2016</u>		<u>2015</u>
Land Land improvements Buildings and improvements Furniture and fixtures Equipment Vehicles	<b>\$</b>	3,112,699 602,600 30,172,685 604,164 182,631 290,475	\$	3,112,699 595,300 27,901,568 501,900 324,134 290,475
		34,965,254		32,726,076
Less: accumulated depreciation	_	7,974,929	_	7,284,367
Property and equipment, net	\$_	26,990,325	\$_	25,441,709

At December 31, 2016 and 2015, the Organization held \$22,254,216 and \$22,708,745, respectively, of land, land improvements, and buildings and improvements, net of accumulated depreciation, for the purpose of leasing to individuals.

#### 3. Development in Process

In December 2015, the Organization completed the construction on its Family Place Resource Center and Shelter through funding received from New Hampshire Housing Finance Authority (NHHFA), Community Development Finance Authority funds and donations. The Organization began providing services to individuals in January 2016 and placed the facility in service. The facility houses an expanded family shelter as well as a comprehensive resource center designed to meet the needs of homeless families and children. The shelter consists of 11 emergency housing units for families in immediate need of shelter. The services provided at the facility include, but are not limited to, centralized assessment and referral, hot meals, access to an onsite food pantry, onsite medical care and therapeutic preschool programming for children. At the time of completion the Organization had invested approximately \$1.8 million in the facility.

In September 2014, a three-family building and land located on Spruce Street in Manchester, New Hampshire was donated to FIT by the City of Manchester. The property was transferred from FIT to Housing Benefits. Housing Benefits rehabilitated the project into rental housing for low-income households. The construction incorporated energy efficiencies to reduce operating costs and help ensure long-term affordability. In July 2016, this facility was placed into service. At the time of completion the Organization had invested approximately \$595,000 in the facility.

#### **Notes to Consolidated Financial Statements**

#### December 31, 2016 (With Comparative Totals for December 31, 2015)

#### 4. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$100,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2016 and 2015.

#### 5. Long-term Debt

Long-term debt consisted of the following:	<u>2016</u>	<u> 2015</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 60,724	\$ 64,186
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$990, including interest at 4.55%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.	123,139	127,772
A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$525 at 1% annual interest rate. The loan is due and payable in February 2017.	1,077	7,310
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 7.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	80,597	90,702
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	235,139	243,224
2024.	255,155	240,224

#### **Notes to Consolidated Financial Statements**

A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	153,833	159,494
A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.	85,018	85,018
A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.	337,720	337,720
A noninterest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full in May 2033.	260,000	260,000
A noninterest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.	449,877	461,696
A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	245,315	257,265
A note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow. In any year where the Debt Coverage Ratio exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1,		
2031. This note is nonrecourse.	226,725	226,725

#### **Notes to Consolidated Financial Statements**

A noninterest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000
A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	230,000	230,000
A second mortgage note payable by Housing Benefits to Community Development Finance Authority (CDFA), collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	69,998	81,919
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 7.71%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.	462,486	473,244
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	600,000	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	567,448	568,617

#### **Notes to Consolidated Financial Statements**

A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	109,090	118,181
A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 3.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	287,593	300,086
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,775 include principal and interest at 8% per annum. The note is due in February 2021.	119,838	142,347
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	617,613	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	413,575	419,370
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	364,529	379,138
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628
payable in fall in August 2040.	04,020	J <del>-1</del> ,020

#### **Notes to Consolidated Financial Statements**

A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of new cash flow or \$4,000 commenced in October 2012 and will continue until the maturity date in June 2041.	172,022	176,022
A noninterest promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note will be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026. During 2016 and 2015, \$131,267 was recognized as other income in the consolidated statement of activities.	1,247,031	1,378,298
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	219,364	221,428
A technical assistance note payable to NHHFA to provide support to the Organization for the Hope House (the Project). If the Project is approved, NHHFA is expected to be the lead lender on the Project. At the time of closing on the construction loan, this noninterest bearing note payable will be repaid or refinanced. If the Project does not proceed to a closing, NHHFA has indicated it will forgive the loan.	13,841	· · · · · · · · · · · · · · · · · · ·
A noninterest mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street The note has a borrowing limit of \$500,000. As costs are incurred Housing Benefits will be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow or \$5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.	582,808	129,708
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$1,921 include principal and interest at 3.41%. The note is due in full by April 2019.	407,357	416,086

#### **Notes to Consolidated Financial Statements**

#### December 31, 2016 (With Comparative Totals for December 31, 2015)

A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.	20,369	25,286
A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.	30,610	38,595
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	646,564
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.	193,233	197,367
	11,035,880	10,778,892
Less current portion	204,278	184,407
	\$ <u>10,831,602</u>	\$ <u>10,594,485</u>

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

2017	\$ 204,278
2018	177,292
2019	674,888
2020	177,146
2021	174,492
Thereafter	9,627,784
Thereafter	<u>9,627,784</u> \$ <u>11,035,880</u>

Cash paid for interest approximates interest expense.

#### **Notes to Consolidated Financial Statements**

December 31, 2016 (With Comparative Totals for December 31, 2015)

#### 6. Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted for the following purposes:

	<u>2016</u>		<u>2015</u>
The Family Place - services The Family Place - development Scholarships VISTA program Housing programs Direct care for clients Community Gardens Grant receivable - time restricted	\$ 4,858 - 12,264 58,093 10,492 169,494 42,771 117,000	\$	52,000 140,115 13,348 50,623 8,432 198,460 46,204 97,000
	\$ 414,972	\$_	606,182

#### 7. Commitments

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

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

#### 8. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$34,176 and \$32,880 during the years ended December 31, 2016 and 2015, respectively.

#### 9. Housing Action New Hampshire

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

#### **Notes to Consolidated Financial Statements**

# December 31, 2016 (With Comparative Totals for December 31, 2015)

#### 10. Noncontrolling Interest

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

<u>Limited Partner</u>	<u>Property</u>	<u>2016</u>		<u>2015</u>
Community Capital 2000 New Hampshire Housing	Millyard II	\$ 848,610	\$	932,812
Equity Fund, Inc.	Bicentennial	264,089		302,918
JP Morgan Chase	Bicentennial	263,968		303,031
BCCC, Inc.	Family Bridge	10		10
Boston Capital Corporate	Family Bridge	1,320,087		1,486,889
BCCC, Inc.	Family Willows	10		10
Boston Capital Midway	Family Willows	 2,111,337	_	2,222,670
		\$ 4,808,111	\$_	5,248,340

#### 11. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 29, 2017, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

#### Millyard II

During 2016, Millyard II reached the end of the initial 15-year low-income housing tax credit compliance period. As a result, Community Capital 2000 (the limited partner) indicated it has decided to withdraw from Millyard II and is expected to do so in the first quarter of 2017. It is management's plan to have Housing Benefits acquire the remaining assets of Millyard II.

#### Wilson Street Development

The Organization is currently in the process of developing the Manchester Treatment and Recovery Center (the Center) on the second and third floors of 267 Wilson Street in Manchester, New Hampshire. Management plans to use the second floor of the building to expand the Organization's Family Willows Intensive Outpatient Treatment Program and to also provide sober and recovery housing. This additional space is anticipated to allow the Organization to double the number of people served with evidence based substance use disorder treatment services. The Organization plans to rehabilitate the third floor of the building to create substance free recovery housing for single women who are in the early stages of recovery. Consistent with recent evidence regarding successful recovery housing programs, women in these units will share living space with other women in the early stages of their recovery, thereby providing peer support and accountability to mitigate chances of relapse. Cost of development of the Center is estimated to range from \$3.6 million to \$4 million and is expected to be funded from the City of Manchester, NHHFA, CDFA funds, other grants and donations and additional long-term borrowings.

,		
	SUPPLEMENTARY INFORMATION	

#### Consolidating Statement of Financial Position

#### December 31, 2016

#### ASSETS

ASSETS															
Current assets	Families In Transition <u>Operating</u>		Limited <u>Partnerships</u>		Housing Benefits		Family <u>OutFITters</u>		Manchester Emergency Housing		Families in Transition Temporarily <u>Restricted</u>		Eliminations		<u>Total</u>
Cash and cash equivalents Funds held as fiscal agent	\$ 46,905 91,897	\$	39,900	\$	141,211	\$	128,535	\$	1,813	\$	414,972	\$	-	\$	773,336 91,897
Accounts receivable Grants receivable	245,259 161,656		11,657		9,064		:		6,750		-		(89,321)		176,659 168,406
Prepaid expenses Due from related party Other current assets	7,011 407,439 5,078	_	18,347 30,613 23,829	_	10,227 87,039 13,888	_	170,632 -	_	232 525	-	· 	_	(688,040)	_	35,838 8,208 42,795
Total current assets	965,245		124,346		261,429		299,188		9,320		414,972		(777,361)		1,297,139
Replacement reserves Reserve cash designated for properties Resleted party notes receivable Accrued interest receivable on related party	43,079 54,416 1,725,799		186,913 381,302		103,863 302,169		- -		· ·		• - -		- (1,725,799)		333,855 737,887
note	919,191		-		-		-		•		•		(919, 191)		
Investments Investment in related entities	2,994 1,196,347		-		25,052		-		-		-		(1,220,398)		2,994 1,001
Property and equipment, net Development in process Other assets	4,641,647 156,371		13,039,082 54,683		9,266,994 2,620 61,963		42,602 - -		-		-		:		26,990,325 158,991 116,646
Total assets	\$ 9,705,089	\$_	13,786,326	\$_	10,024,090	\$_	341,790	\$_	9,320	\$_	414,972	\$ <u>_</u>	(4,642,749)	\$ <u></u>	29,638,838
					JABILITIES AND	NFT	ASSETS								
Current (labilities				•	SADIENTES AND		ACCE								
Current portion of long-term debt	\$ 72.454	\$	70.782	s	53.462	s	7.580	s	-	s		s		s	204.278
Accounts payable	54,850		134,405		58,485	•	3,749		6,820		-	•	(89,321)	•	168,988
Accrued expenses	135,370 91,897		727,878		236,630		20,472		6,773		•		(919,191)		207,932 91,897
Funds held as fiscal agent  Due to related entities	49,166		76,101		429,476		120.626		12.671		:		(688,040)		91,097
Other current liabilities	5,479	_	26,001		16,626		120,020		12,011	_			(333,545)		48,106
Total current liabilities	409,216		1,035,167		794,679		152,427		26,264		-		(1,696,552)		721,201
Long-term debt, less current portion	2,147,604	_	6,140,122	_	4,246,646	_	23,029	_	<u> </u>	_	<del>.</del>	_	(1,725,799)	_	10,831,602
Total liabilities	2,556,820	_	7,175,289	_	5,041,325	_	175,456	_	26,264	-	<del></del>	_	(3,422,351)	_	11,552,803
Net assets															
Unrestricted - controlling interest Unrestricted - noncontrolling interest	7,148,269	_	1,802,926 4,808,111	_	4,982,765	_	166,334	_	(16,944)	_	:	_	(1,220,398)	_	12,862,952 4,808,111
Total unrestricted	7,148,269		6,611,037		4,982,765		166,334		(16,944)		•		(1,220,398)		17,671,063
Temporarily restricted		_	<u>-</u>	_	<u> </u>	_	<del>-</del>	_		-	414,972	-	<del></del>	_	414,972
Total net assets	7,148,269	_	6,611,037	_	4,982,765	-	166,334	_	(16,944)	-	414,972	-	(1,220,398)	_	18,086,035
Total liabilities and net assets	\$9,705,089	\$_	13,786,326	\$ <u></u>	10,024,090	\$_	341,790	\$_	9,320	<b>5</b> _	414,972	\$_	(4,642,749)	\$	29,638,838

#### Consolidating Statement of Activities

#### Year Ended December 31, 2016

Revenue and support		Families In Transition Operating	P	Limited artnerships		Housing Benefits	,	Family OutFITters		Manchester Emergency Housing	Ē	Eliminations	ι	Inrestricted <u>Total</u>		emporarily Restricted		<u>Total</u>
Federal, state and other grant															_			
support	\$	2,023,202	\$	63,154	\$	151,491	\$	-	\$	132,337	\$	(309,561)	\$		\$	288,829	\$	2,349,452
Rental income, net of vacancies		274,434		977,708		596,694		-		10,033		(79,140)		1,779,729		-		1,779,729
Thrift store sales		-		-		-		733,574		-		-		733,574		-		733,574
Public support		288,113		-		-		2,933		-		-		291,046		•		291,046
Tax credit revenue		70,000		-		-		-		-		•		70,000		-		70,000
Special events		200,057		-		-		-		-		-		200,057		-		200,057
Property management fees		569,876		-		-		-		-		(569,876)		-		-		-
VISTA program revenue		83,649		-		-		-		-		-		83,649		-		83,649
Unrealized gains on investments		3,906		-		-		-		-		-		3,906		-		3,906
Loss on disposal of assets		(188)		(558)		(17)		-		(27,393)		-		(28,156)		-		(28,156)
Interest income		96,059		237		581		-		-		(67,770)		29,107		-		29,107
In-kind donations		22,549		-				-		-		-		22,549		-		22,549
Forgiveness of debt		-				131,267		-						131,267		-		131,267
Medicaid reimbursements		248,815		-		-		-		-		-		248,815		-		248,815
Other income		75,340		22,131		11,071		8,462		27,049		(69,241)		74,812				74,812
Net assets released from restrictions		480,039												480,039		(480,039)		
	_		_		_		_		_									
Total revenue and support	_	4,435,851	-	1,062,672	-	891,087	-	744,969	-	142,026	_	(1,095,588)	-	6,181,017	_	(191,210)	_	5,989,807
Expenses																		
Program activities		3,412,887		1,469,639		1,131,022		713,592		203,542		(1,079,144)		5,851,538		-		5,851,538
Fundraising		402,696		-		-		-		-		-		402,696		· -		402,696
Management and general	_	398,847	_	33,305	_	24,712	_	16,670	_	500	_	(16,444)	_	457,590	_		_	457,590
Total expenses	_	4,214,430	_	1,502,944	_	1,155,734	_	730,262	_	204,042	_	(1,095,588)	_	6,711,824	_		_	6,711,824
Excess (deficiency) of revenue and support over expenses		221,421		(440,272)		(264,647)		14,707		(62,016)		-		(530,807)		(191,210)		(722,017)
Contribution for long-term purposes	_		_	<del>-</del>	-	7,300	_	<del>-</del>	-		-	<del></del>	_	7,300	_	<del>-</del>		7,300
Change in net assets	\$_	221,421	\$_	(440,272)	\$_	(257,347)	\$_	14,707	\$_	(62,016)	\$_		\$_	(523,507)	\$_	(191,210)	\$_	(714,717)

#### Consolidating Statement of Functional Expenses

#### Year Ended December 31, 2016

		Pr	ogram Activities	<b>;</b>					
	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFITters	Manchester Emergency Housing	Fundraising	Management and General	Eliminations	Total
Salaries and benefits									
Salaries and wages	\$ 1,185,707	\$ -	\$ 323,031	\$ 362,595	\$ 98,023	\$ 225,084	\$ 180,379	\$ -	\$ 2,374,819
Employee benefits	108,661	-	47,908	40,273	5,337	20,492	16,380	•	239,051
Payroli taxes	89,466		22,480	27,257	7,328	16,873	13,487	<del></del>	176,891
Total salaries and benefits	1,383,834	•	393,419	430,125	110,688	262,449	210,246	-	2,790,761
Advertising	15,153	-	-	27,540	-	1,793	1,433	_	45,919
Amortization	-	6,673	6,524	-	-	-	-	•	13,197
Application and permit fees	-	2,755	2,160	-	-	-	100	-	5,015
Bad debts	11,456	7,738	13,209	-	-	-	-	-	32,403
Bank charges	-	-	-	-	-	-	15,602	•	15,602
Consultants	61,901	-	2,691	3,268	2,784	1,186	5,356	-	77,186
Depreciation	149,952	479,691	289,197	9,839	8,295	28,280	22,605	-	987,859
Events		-	367	6,726	-	46,081	-	-	53,174
General insurance	29,922	41,671	30,199	8,780	9,552	495	23,003	-	143,622
Interest expense	68,682	130,476	48,284	660	-	-	-	(67,770)	180,332
Management fees	75,448	228,235	260,872	-	-	-	-	(549,876)	14,679
Meals and entertainment	5,403	-	-	224	195	1,019	815	-	7,656
Membership dues	7,522	-	-	525	-	1,419	1,134	-	10,600
Office supplies	83,843	2,542	4,682	8,658	653	15,812	12,639	-	128,829
Participant expenses	44,763	165	-	190	27,093	•	1,812	-	74,023
Postage	3,493	-	-	-	-	659	527	-	4,679
Printing	15,870	-	596	695	-	2,993	2,392	-	22,546
Professional fees	-	- 1	•	-	-	-	127,545	-	127,545
Related entity expenditures	633,095	•	(314,293)	60,000	-	-	-	(378,802)	-
Rent	-	-	-	62,696	-	-	16,444	(79,140)	
Rental subsidies	223,872	-	-	-	-	-	-	-	223,872
Repairs and maintenance	42,070	184,979	156,225	36,427	15,737	7,934	6,342	(20,000)	429,714
Staff development	8,989	-	-	-	-	1,695	1,355	-	12,039
Taxes	64,147	161,638	95,166	2,419	3,169	•	-	-	326,539
Technology support	54,509	218	321	344	492	10,280	8,217	-	74,381
Telephone	48,549	791	8,074	6,445	4,126	9,156	7,319	-	84,460
Travel	29,417	-	-	7,355	-	5,548	4,435	-	46,755
Utilities	31,510	219,907	119,716	29,178	16,109	-	-	-	416,420
VISTA program	288,219	2,160	-	-		-	-	•	290,379
Workers' compensation	31,268		13,613	11,498	4,649	5,897	4,713		71,638
Total expenses	\$3,412,887	\$_1,469,639	\$1,131,022	\$ 713,592	\$ 203,542	\$ 402,696	\$ <u>474,034</u>	\$ <u>(1,095,588</u> )	\$ 6,711,824

# Families in Transition Board of Directors



· Providing a Home. Building Hope.

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President, Anagnost Companies

Board member since 2007

Charla Bizios Stevens, Vice Chairperson

Director, Litigation Department and Chair of Employment Law Practice Group

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Board member since 2013

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President, CPA, CFP, Bartley Financial Advisor

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Board member since 2014

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Board member since 2015

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Board member since 2015

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Board member since 2015

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Director of Philanthropy/Project Manager, Anagnost Companies

Board member since 2015

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Board member since 2016

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Vice President, Commercial Lending, People's United Bank

Board member since 2016

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Board member since 2016

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Board member since 2016

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Owner/Photographer/Creative Designer, SweetShot Photography, LLC
Board member since 2016

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Communications Manager, NH Fiscal Policy Institute
Board member since 2016

Kyle Battis
NH Strategic Marketing, President
Board member since 2017

# KAREN L. FRARIE, LICSW, MLADC

### **EDUCATION**

Master of Social Work, 2010 University of New Hampshire, Durham, NH

**Bachelor of Science**, Behavioral Science, 1999 University of New Hampshire, Durham, NH

## CLINICAL EXPERIENCE

Therapist, Intensive Outpatient Program, Substance Use Treatment Program
FAMILIES IN TRANSITION FAMILY WILLOWS RECOVERY PROGRAM, Manchester, NH
October, 2013 - current

Provide individual and group counseling, assessments, treatment planning, and crisis intervention for clients participating in a co-occurring intensive outpatient program for women. Collaborate with interdisciplinary team members and community members. Participate in individual supervision and facilitate clinical group supervision. Facilitate appropriate community referrals. Maintain complete and accurate clinical documentation using electronic medical records. Provide clinical supervision for graduate level social work interns.

# Therapist, Adult Services Program COMMUNITY PARTNERS, Rochester, NH, December 2010 – September, 2013

Provide full range of therapeutic services, interventions, and treatment planning for individual clients ranging in age from 18-70. Responsible for assessments, diagnosis, resource referral, advocacy, and crisis intervention. Collaborate with interdisciplinary team and community members. Participate in individual and group clinical supervision. Coordinate appropriate community-based referrals. Maintain complete and accurate clinical documentation using electronic medical records.

Therapist, University Counseling Center (temporary, fee-for-service, position)
UNIVERSITY OF NEW HAMPSHIRE, Durham, NH, March – May, 2013 (temporary position)

Provided psychosocial assessments, clinical therapeutic services, interventions, and treatment planning for undergraduate and graduate university students, ranging in age from 17-25. Maintained ethical and appropriate clinical documentation utilizing an electronic documentation system. Planned and facilitated appropriate resource referrals. Collaborated with multidisciplinary team members. Participated in individual clinical supervision.

Therapist, Youth and Family Services; Adult Services Program, Advanced Clinical Internship COMMUNITY PARTNERS, Dover, NH, 2009 - 2010

Provided individual and family therapy for clients participating in the Youth and Family Services program. Provided therapeutic services for adults ranging in age from 18-70 in the Adult Outpatient Program. Provided clinical assessments, diagnosis, and treatment planning. Coordinated appropriate community-based referrals. Maintained complete and accurate clinical documentation using electronic medical records. Collaborated with interdisciplinary team members. Participated in individual and group clinical supervision.

### Medical Social Worker, Clinical Internship

CONCORD REGIONAL VNA & HOSPICE, Concord, NH, 2007 - 2008

Provided supportive counseling for terminally ill clients and their families at an inpatient hospice house and in a community-based environment. Provided follow-up grief and bereavement outreach and counseling. Planned and facilitated a bereavement support group. Completed bio-psycho-social assessments. Case management to coordinate financial, resource, funeral and discharge planning. Developed a suicide awareness training program for hospice staff and volunteers. Participated in community outreach presentations. Participated in interdisciplinary team meetings, monthly in-service training seminars, and individual and group supervision.

# ADMINISTRATIVE AND TEACHING EXPERIENCE

Adjunct Faculty, SW 880, SW 881, SW 982: Graduate Social Work Field Seminars UNIVERSITY OF NEW HAMPSHIRE, Department of Social Work, August 2011 - current

Develop, coordinate, implement, and facilitate weekly lectures, assignments, and classroom exercises for first and second year MSW graduate students. Evaluate, review, and provide written feedback on all student assignments (process recordings, journals, academic papers).

#### Administrative Assistant III

UNIVERSITY OF NEW HAMPSHIRE, Department of Social Work, August 1994 - current

Coordinate the administrative functioning and support of an academic department comprised of seventeen faculty members and over one hundred undergraduate and graduate students at a public university. Collaborate with various academic and administrative departments to coordinate academic course scheduling. Coordinate and participate in social work continuing education programs. Facilitate appropriate referrals for community and university members. Evaluate and review admissions applications for potential MSW students. Problem-solve, coach, advise and support faculty, administrators and students. Hire, train, supervise and evaluate student office assistants.

#### Assistant MSW Field Coordinator (Interim position)

UNIVERSITY OF NEW HAMPSHIRE, Department of Social Work, January-August 2011

Collaborated with state-wide community agencies to develop educational field internship settings for first year graduate social work students. Coordinated and facilitated the placement of 42 first year MSW students in appropriate field education settings. Coordinated and facilitated the placement of 5 dual degree (MSW and Kinesiology/Outdoor Education) students in appropriate field education settings. Reviewed field applications and student resumes to identify appropriate learning needs. Facilitated the development of professional resumes and interviewing techniques for graduate student applicants.

# LICENSE AND PROFESSIONAL MEMBERSHIPS

Licensed Independent Clinical Social Worker, License #1813, expiration: 11/06/2016 State of New Hampshire, Board of Mental Health Practice

Licensed Certified Social Worker (LCSW), Commonwealth of Massachusetts, License number: 218854

Licensed Master Alcohol and Drug Counselor, License # 0945, expiration date 02/12/17 Board of Licensing for Alcohol & Other Drug Use Professionals, State of New Hampshire

National Association of Social Workers, Membership number: 886469644

The National Association for Addiction Professionals (NAADAC), Membership number: 128532

# LISA D. JOBIN, LCMHC, NCC

#### PROFESSIONAL LICENSES

Licensed Clinical Mental Health Counselor January 2005
National Certified Counselor October 2007

#### PROFESSIONAL EXPERIENCE

# Families in Transition - Family Willows Substance Use Treatment Center

Licensed Clinical Mental Health Counselor November 2016 to present Provide individual counseling and group facilitation within an Intensive Outpatient Program (IOP). Treatment areas include women struggling with co-occurring substance use and trauma using Evidence Based Practices.

# Pastoral Counseling Services, Inc.

Licensed Clinical Mental Health Counselor

July 2009 to November 2016

Provide mental health counseling to adolescents and adults as a Fee for Service Clinician. Treatment areas include PTSD, depression, anxiety, grief, loss/death, anger management, trauma, spiritual issues and addiction use. Approved Board of Mental Health Supervisor.

#### Elliot Behavioral Health Services

Licensed Clinical Mental Health Counselor July 2004 to July 2009
Provide emergency assessments at Elliot Hospital Emergency Dept. Also, provide individual mental health counseling at Elliot Behavioral Health Services. Treatment areas include depression, anxiety, grief, PTSD, anger management, spiritual issues.

# The Mental Health Center of Greater Manchester

Emergency Service Clinician

December 2002 to July 2004

Provide psychiatric evaluation, screening, crisis intervention and stabilization for 24-hour basis to consumers of The Mental Health Center of Greater Manchester.

# The Mental Health Center of Greater Manchester

Residential Specialist

June 1999 to December 2002

Assessed and treated complicated psychosocial problems of individuals with acute, chronic and severe mental illness. Utilized psychosocial assessments, diagnosis and treatment plans to maximize treatment potential.

#### **EDUCATION**

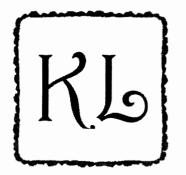
EMDR – Trauma Training June 2007

Master of Arts in Counseling Psychology May 2002

Notre Dame College, Manchester, NH

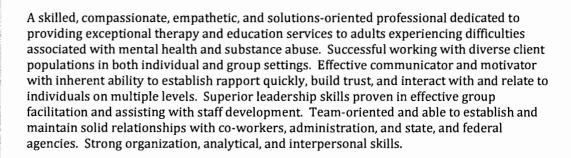
Bachelor of Science, Business Administration January 1997

New Hampshire College, Manchester, NH



# Ratic Laux

#### Professional Profile



### Education

MASTER OF SCIENCE Clinical Mental Health Counseling Plymouth State University ~12/2015

BACHELOR OF ARTS
Psychology
Castleton State University
~05/2002

ASSOCIATE OF SCIENCE Criminal Justice NH Technical Institute ~05/1999

#### Licensure

Master - Licensed Alcohol and Drug Counselor (NH Lic #0130)

#### On track towards licensure as:

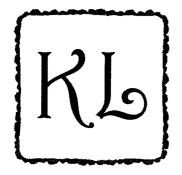
Licensed Clinical Mental Health Counselor (est. attainment: mid-2018)

# Clinical Experience

#### **CLINICIAN**

Family Willows Substance Use Treatment Center at Families in Transition/ December 2016 - Present

- Utilizes cognitive-behavioral therapy, motivational interviewing, and solutionfocused interviewing, in addition to dialectical-behavioral techniques, to assist clients in identifying and discarding unwanted approaches to life's challenges by discovering their personal talents, capabilities, and strengths
- Counsels clients individually and in group settings to assist in overcoming addiction, adjusting to life as a sober person, and making proactive changes toward recovery with personal clarification and direction
- Guides clients in the development of skills and strategies for successful management of their concerning issues
- Facilitates psycho-educational intensive outpatient groups according to pre-selected curricula to include Seeking Safety, Living in Balance, Texas Christian University, and Dialectical Behavioral Therapy
- Maintains confidentiality of client information and treatment progress in compliance with HIPAA, 42 CFR Part 2, and AMHCA ethical standards
- Prepares and maintains all required treatment records and reports
- Collaborates with clinical team to ensure continuity of treatment and best practices for participants and the agency



# Katie Laux







#### Core Skills

Active Listening
Empathy
Authenticity
Patience
Tact
Tenacity
Interpretation of non-verbal's
Able to work independently
Timely record-keeping

# Professional Memberships

American Mental Health Counselors Association

National Association for Alcohol and Drug Abuse Counselors

New Hampshire Alcohol and Drug Abuse Counselors Association

#### **CLINICIAN**

Resources, Treatment & Training Associates, LLC (RTT)/ March 2015 - November 2016

In addition to the skills and tasks noted above...

- Performed clinical assessments and evaluations for mental health, substance abuse, and domestic violence
- Facilitated domestic violence/batterer's intervention educational groups utilizing the Emerge professional standard
- Strategized and implemented semi-structured curriculum for substance abuse groups
- Collaborated with families, probation officers, and collateral personnel in order to exchange necessary information during the treatment process
- Maintained a caseload upwards of 50 clients

# Related Experience

#### CASE MANAGER

Belknap County Restorative Justice/September 2010 - August 2015

- Developed and managed program goals specific to each individual
- Encouraged and supported positive changes and goal attainment
- Assessed participant needs regarding substance use and performed in-house random drug screenings
- Provided general counseling to individuals which in some cases, included family members
- Responsible for supporting, informing, and holding participants accountable in order for them to complete the program successfully
- Facilitated appropriate referrals to other agencies and community resources
- Collaborated with other community professionals such as police, courts, probation and parole, mental health and substance abuse counselors, and school administrators for a continuity of care
- Co-facilitated The Challenge Course, a 12.5 hour drug and alcohol education course for teens
- Maintained confidentiality and ethical standards
- Managed an average caseload of 20 court diversion participants, adults and teens

#### Donna Jones

Exceptional listening skills, able to multitask and work independently Proficient in MS word, and other Data Entry requirements

Ability to solve problems and to work within a cooperative team approach

2017 currently FIT Families In Transition

Family Willows Substance Use Treatment Center

Intake Coordinator

• Attend monthly staff meeting

- Attend weekly clinical meeting
- Coalition Representation as assigned
- Facilitates workshops providing a curriculum and training on a variety of relevant topics.
- Performs strength-based needs assessments.
- Assist individuals in developing problem solving and coping capacities.
- Attendance Monitoring (update team if participants are at 2 absences/ Outreach Participants that miss the group sessions).
- Coordinate incoming calls/referrals and schedule LADC assessments.

1999 -2017 Lynn Shelter Association CSPECH / Program Director

- Ability to make case assessments by examining records and documents and through questioning and observing clients
- Ability to exercise discretion in handling confidential information
- Supervise staff on cases and demonstrate protocol for crisis's
- Knowledge of the types and symptoms of mental/emotional disorders
- Ability to make decisions, act quickly and maintain a calm manner in stressful and/or emergency situations
- Ability to communicate effectively orally and in writing.
- Crisis assessment, prevention and needed intervention
- Provide a professional needs assessment

Education: North Shore Community College

AS graduated 2003 Alcohol /Drug Rehab LADC II

Springfield College Boston Campus

BS graduated 2006 Bachelor in Science High Honors

# Michelle Bruce

## Objective

· My objective is to gain knowledge and experience in the field to coincide with my education goals. To gain more knowledge and experience in workforce and to better help individuals within the recovery community. To provide stability and support for my family as well as continued support to the community. I recently moved to New Hampshire from Missouri. I have two daughters and I am a full time student at Ashford University Online working towards my Bachelor's Degree in Human Services with a minor in Psychology to be a Substance Abuse Counselor.

#### Education

#### BACHELORS IN HUMAN SERVICES | STILL ATTENDING 15T YEAR | ASHFORD UNIVERSITY ONLINE

- · Major: Substance abuse counseling
- · Minor: Psychology

#### HIGH SCHOOL DIPLOMA | MAY 2001 | KEYTESVILLE R-III

· Major: general studies

#### Skills & Abilities

#### **MANAGEMENT**

· I have 5 plus years' experience in the management position supervising up to 12 employees

#### **SALES**

· I have been in the sale industry 10 plus years, so I have ample sales experience.

#### COMMUNICATION

· I have excellent communication skills that are important to the position at hand. I am great with people and listen well. I take direction well and am a great self-starter.

#### **LEADERSHIP**

- · I am a great leader and take initiative to start and finish things. I like to take charge and help in all situations. I am very outgoing and get along well with people. I take direction well and can follow directions well. **CERTIFICATIONS**
- · CCAR Peer Recovery Coach Certificate 2016 New Hampshire
- · NHADACA HIV Trends and Treatment Certification 2016 New Hampshire
- . CCAR Ethical Considerations for Recovery Coaches
- NAMI Suicide Prevention 6 hours training
- · Food Management and Service Certification 2015 Missouri

#### **Upcoming Scheduled Trainings**

September 30th 2016-NHADACA 12 Core Functions Training Course

#### Experience

#### Peer Recovery Coach HOPE for New Hampshire June 2016 - Present

I work closely with the recovery community by providing support and guidance throughout the recovery process. I file all necessary paperwork and keep immaculate records on each individual. I supervise the individuals that are staying with us and help them reach out for the help and services needed for healthy recovery.

#### Committee of Fundraising/Community Outreaching

I work closely with a committee of peers to facilitate and organize monthly events for the organization as well as reach out to the community and businesses for donations and to spread awareness within the community.

#### KITCHEN MANAGER | CASEYS STORES | 2013-2016

 My duties included: supervising fellow employees, scheduling, inventory, stocking, ordering. MSDS safety training, managers food service and preparation handlers certification, unloading delivery truck, basic cleaning to facility, communication with other store management and stores.

#### ASSISTANT MANAGER/ BARTENDER | SHERRY'S PLACE | 2004-2013

· My duties included: supervising fellow employees, scheduling, inventory, stocking, ordering, deliveries, cash transactions, basic cleaning of facility. Food service and preparation and also vendor interaction.

#### Skills

I am very dependable and I am a very dedicated employee. I learn fast and take direction well. I am full of ideas and creativeness. I have ample leadership experience. I am very computer literate (50 wpm), Microsoft word, excel, power point, spreadsheet. I am passionate about my family, my school and my employment. I am willing to learn any position. I have a drive for success and willingness to learn and take direction.

#### **Professional References**

Kelly Riley- CRSW at HOPE for New Hampshire 603-327-9705

Holly Cekala- Vice President of Programs at HOPE for New Hampshire 603-935-7524

Bret Smith- CRSW at HOPE for New Hampshire 603-339-7008

Donna Hayden- Peer Recovery Coach at HOPE for New Hampshire 603-657-6112

Chelsea Lambert- Volunteer TRS Recovery Support at HOPE for New Hampshire 603-340-0972

# **Krystina Fisher**

### **WORK EXPERIENCE**

#### **Program Support Staff**

Families in Transition - Manchester, NH - March 2017 to Present

#### **Assistant Teacher**

Alpha Bits Learning Center - Manchester, NH - October 2016 to January 2017

#### Babysitter/Nanny/Housekeeper

Derry, NH - May 2013 to June 2016

#### Gift Wrapper- Volunteer

Breathe New Hampshire - 2013 to 2016

#### **Cheerleading Coach**

Derry Demons - Derry, NH - June 2014 to January 2015 Youth cheer coach for ages 5-9 years old.

## **EDUCATION**

#### Associates in Behavioral science

Manchester Community College - Manchester, NH 2016 to 2020 Pinkerton Academy 2011 to 2015

# **CERTIFICATIONS/LICENSES**

Seizure training CPR/AED Certified

#### **ADDITIONAL INFORMATION**

Computer SKILLS

Proficient with Microsoft Word, and PowerPoint, and Internet

# MARIA P. CASSINA

# LANGUAGE SKILLS

#### BILINGUAL - FLUENT IN SPANISH

#### EDUCATION

#### **FULL TIME STUDENT**

BACHELOR'S DEGREE - PSYCHOLOGY

Southern New Hampshire University, Manchester, NH

**Expected September 2017** 

#### **CPR & AED CERTIFICATION**

St. Joseph Hospital Nashua, New Hampshire

FEBRUARY 2011

#### RADIOLOGY CERTIFICATION COURSE - CERTIFIED IN MASS AND NH

Tufts University, School of Dental Medicine, Boston, MA

**MARCH 2009** 

#### EMPLOYMENT EXPERIENCE

#### MEDICAL BILLING SPECIALIST

#### FAMILIES IN TRANSITION - MANCHESTER, NH

MARCH 2015-PRESENT

- Established guidelines for proper coding/billing for providers
- Efficient and technically savvy in CGM DAQ billing software
- Manage benefits and insurance coverage for all clients
- Verify completeness and accuracy of all electronic claims prior to submission
- Quickly identify and resolve medical billing, coding and insurance discrepancy
- Ensure all claims and resubmissions are submitted within the appropriate timely filing limit
- Continuously review claim denials and payer requirements for corrective action and prevention
- Responsible for posting payments and adjustments
- Run monthly reports on insurance payments and claim submissions to report to finance department
- Responsible for batching monthly payments from WITS for payment

#### **GUEST COORDINATOR**

#### SOLEIL SALON AND SPA - WINDHAM, NH

JULY 2013-APRIL 2014

- Manage client scheduling for 8 stylists, 2 estheticians, and 2 massage therapists
- Serve as front-line in client experience and aid the success of client retention

# PRE-REGISTRATION/CENTRAL SCHEDULING SPECIALIST NORTHEAST REHABILITATION HOSPITAL – SALEM, NH

SEPT. 2012-JUNE 2013

- Organized and assisted patient scheduling across 19 facilities
- Managed benefits and insurance coverage for all patients
- Effective customer service skills and ability to optimize the patient experience
- Interpreted for all Spanish speaking patients within the central scheduling office

#### MEDICAL BILLING SPECIALIST CLIENT ACCOUNT MANAGER

#### BALDASSARRE ORAL SURGERY AND PERIODONTAL CENTER - BEDFORD, NH

AUG. 2010-JULY 2012

- Efficient and technically savvy in WINOMS CS software (Dental CRM tool)
- Provided assistance and solutions to inbound callers in regards to financial and scheduling concerns
- Managed all accounts seeking out third parties for re-billing underpayments, remittances and compliance

#### **ORAL SURGICAL ASSISTANT**

#### LONDONDERRY ORAL SURGERY, PLLC -LONDONDERRY, NH

SEPT. 2006-AUG. 2010

- Developed dental radiographs, models and impressions on patients' mouths
- Assisted in dental implantology and experienced with several different implant systems
- Acquired specific knowledge in sterilization techniques and instruments
- Dental and medical terminology, charts, and data entry knowledge
- Trained, mentored and contributed to the development of new staff

### **ACTIVITIES AND ACHIEVEMENTS**

# YANKEE DENTAL CONVENTION—BOSTON, MA

FEBRUARY 2011

- Educated on industry specific marketing tactics to increase patient volume
- Cultured on small practice strategies on implementing social media marketing

#### KONA ANNUAL SEMINAR-MEREDITH, NH

SEPT. 2006 - SEPT. 2009

- Annual company meeting where guest speakers would provide detailed training
- Improved on time management relative to improving efficiency in a fast pace environment
- Developed key customer/employee relationship skills

## **KEY ADMINISTRATIVE PERSONNEL**

## NH Department of Health and Human Services

Vendor Name:	Families in Transition		
-			
Name of December (Comics)	La Constant (CLTD County)		
Name of Program/Service:	Infrastructure/SUD Services		

BUDGET PERIOD:  Name & Title Key Administrative Personnel		7/1/17-6/30/18  Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Lisa Jobin	Therapist	\$55,825	100.00%	\$55,825.00
Katie Laux	Therapist	\$50,750	100.00%	\$50,750.00
Donna Jones	Intake Coordinator	\$52,780	100.00%	\$52,780.00
TBD	Treatment Coordinator	\$45,675	66.00%	\$30,382.50
Michelle Bruce	Recovery Support Worker II	\$31,200	95.00%	\$29,640.00
Krystina Fisher	Recovery Support Staff	\$15,834	63.00%	\$9,975.50
Maria P. Cassina	Medical Biller	\$18,367	50.00%	\$9,183.50
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0,00
		\$0	0.00%	\$0.00
		\$0	0.00%	
TOTAL SALARIES (Not to	o exceed Total/Salary Wages, Line Ite	em 1 of Budget reque	st)	\$269,296.00

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.