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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffery A. Meyers
Commissioner

Maureen U. Ryan
Interim Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 17, 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 Children, Youth and Families (DCYF) to exercise a renewal option and amend an existing contract with Amy Kelly, MLADC, 19 Trolley Street, Manchester, NH 03103 (Vendor Code TBD), by increasing the Price Limitation by \$97,250 from \$127,172 to an amount not to exceed \$224,422 to continue the provision of master licensed alcohol/drug abuse counseling services and to extend the contract Completion Date from June 30, 2017 to June 30, 2018, effective upon date of Governor and Executive Council approval. The agreement was originally approved by Governor and Executive Council on March 9, 2016 (Item #12). 100% Federal Funds.

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

05-95-42-421010-29680000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD WELFARE SERVICES TITLE IV-B

SFY	Class/Account	Title	Activity Code	Current Modified Budget	Increase/ (Decrease) Amount	Revised Modified Budget
2016	102-500734	Contracts for Program Services	42106801	\$29,922	\$0	\$29,922
2017	102-500734	Contracts for Program Services	42106801	\$79,750	\$0	\$79,750
2018	102-500734	Contracts for Program Services	42106801	\$0	\$79,750	\$79,750
Sub Total				\$109,672	\$79,750	\$189,422

05-95-42-421010-29690000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD ABUSE PREVENTION CAPTA

SFY	Class/Account	Title	Activity Code	Current Modified Budget	Increase/ (Decrease) Amount	Revised Modified Budget
2017	102-500734	Contracts for Program Services	42107306	\$17,500	\$0	\$17,500
2018	102-500734	Contracts for Program Services	42107306	\$0	\$17,500	\$17,500
Sub Total				\$17,500	\$17,500	\$35,000
Total				\$127,172	\$97,250	\$224,422

EXPLANATION

The purpose of this amendment is the continued provision of master licensed alcohol and drug counselor services to provide screening, assessment, training and consulting to Division for Children, Youth and Families staff; and referrals to clients when alcohol and/or substance misuse has been identified in a Division for Children, Youth and Families case.

The Master Licensed Alcohol and Drug Abuse Counselor is involved as an embedded consultant within the Manchester District Office, to assist in the reduction of the barriers to treatment and access to community-based services and programs. She will also ensure that children with an established condition are identified and connected with the appropriate services in a timely manner.

Amy Kelly was selected for this project through a competitive bid process. As referenced in the original Governor and Council letter and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for one (1) year, with three (3) additional years of renewal remaining.

The Contractor successfully fulfilled and achieved the performance measures (or deliverables) in the original contract. Renewing this contract will allow the Contractor to continue to identify ways to assist in the reduction of barriers to treatment and access to community-based services and programs for Division for Children, Youth and Families clients with substance use/abuse issues. She will continue to ensure that children with an established condition are identified and connected with the appropriate services in a timely manner.

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

Should Governor and Executive Council not authorize this Request, the Division for Children Youth and Families may not have the screening, assessment, training and consultation needed to work with children and their families where alcohol and/or substance misuse and/or abuse has been indicated in a case.

Area Served: Statewide.

Source of Funds: 100% Federal Funds from Federal Agency Department of Health and Human Services, Stephanie Tubbs Jones Child Welfare Services Program, and Federal Agency Department of Health and Human Services, Child Abuse and Neglect State Grants.

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

Respectfully submitted,



Maureen U. Ryan
Interim Director

Approved by: 
Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Lead NH DCYF Master Licensed Alcohol/Drug Abuse Counselor Contract

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Lead NH DCYF Master Licensed Alcohol/Drug Abuse Counselor Contract

This 1st Amendment to the Lead NH DCYF Master Licensed Alcohol/Drug Abuse Counselor Contract (hereinafter referred to as "Amendment #1") dated this 15th day of February, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amy Kelly, (hereinafter referred to as "the Contractor"), a sole proprietor with a place of business at 19 Trolley Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 9, 2016, ITEM 12, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

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

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

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$97,250 from \$127,172 to read: \$224,422.
3. Amend Form P-37, Block 1.9, to read: Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9246.
5. Amend Exhibit A to add subparagraph 1.5. to Exhibit A, Scope of Services, in Section 1, Provisions Applicable to All Services:
 - 1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
6. Delete Exhibit B, Paragraph 3 and Sub-paragraph 3.1 in their entirety and replace with Exhibit B, Paragraph 3 and Sub-paragraph 3.1 to read:

Amy Kelly

Amendment #1

Contractor Initials: AK

Page 1 of 3

Date: 2/24/17



New Hampshire Department of Health and Human Services
Lead NH DCYF Master Licensed Alcohol/Drug Abuse Counselor Contract

- 3. Payment for services shall be at an all-inclusive rate of forty-nine and eighty-seven dollars (\$49.87) per hour.
 - 3.1. Hours are not to exceed one-thousand nine-hundred and fifty (1950) hours per year for a maximum yearly contract value of ninety-seven thousand two-hundred and fifty (\$97,250) dollars.

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

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

State of New Hampshire
Department of Health and Human Services

3/17/17
Date

Maureen U. Ryan
~~Maureen Ryan~~ ~~Lorraine Bartlett~~ Maureen U. Ryan
~~Director of Human Services~~ ~~Director~~ Interim Director

CONTRACTOR NAME

2/24/17
Date

Amy Kelley
Name:
Title:

Acknowledgement of Contractor's signature:

State of ~~New Hampshire~~ County of Hillsborough on 2-24-17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Susan Marin
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires: 12-19-17

Amy Kelly

Amendment #1

Contractor Initials: AK
Date: 2/24/17



**New Hampshire Department of Health and Human Services
Lead NH DCYF Master Licensed Alcohol/Drug Abuse Counselor Contract**

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

OFFICE OF THE ATTORNEY GENERAL

Date 4/3/17

Name: *Megan A. Kelly*
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Account Number: NH KELA 1900

Date: 9/27/16 Initials: LPD

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATION DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, AND CONDITIONS AFFORDED BY THE POLICY OR POLICIES REFERENCED HEREIN.

Name and Address of Insured:

AMY KELLY
19 TROLLEY ST
MANCHESTER NH 03103

Additional Named Insureds:

Type of Work Covered: SOCIAL WORKERS / PROFESSIONAL SOCIAL WORKER

Location of Operations: N/A
(If different than address listed above)

Claim History: None

Retroactive date is 12/31/2010

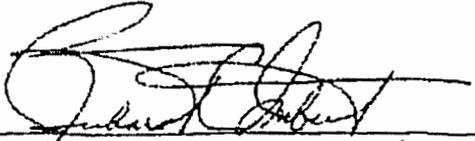
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	560-000010613	12/31/16	12/31/17	1,000,000 3,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is \$35,000. 1 ADDL.INS.BELOW:
NEW HAMPSHIRE DEPT OF
HLTH & HUMAN SVCS DIV.
OF CHILDREN, YOUTH & FAM
CONCORD NH 03301

This Certificate Issued to:

Name: AMY KELLY
19 TROLLEY ST
Address: MANCHESTER NH 03103


Authorized Representative

The State of New Hampshire
Board of Licensing for Alcohol and Other Drug Use Professionals

Be it Known That

AMY KELLY

*having qualified before this Board as provided by the laws of
The State of New Hampshire is granted this license as a*

MASTER LICENSED

ALCOHOL & DRUG COUNSELOR

BOARD OF LICENSING FOR ALCOHOL AND OTHER DRUG USE PROFESSIONALS

Sue Spauldon, MAAC

CHAIRPERSON

D. Allen, LADC

MEMBER

Sue Spauldon

MEMBER

Lois Mayo, MLADC, LMHC

MEMBER

Cheryl Wilkie PsyD, MLADC

MEMBER

[Signature]

MEMBER

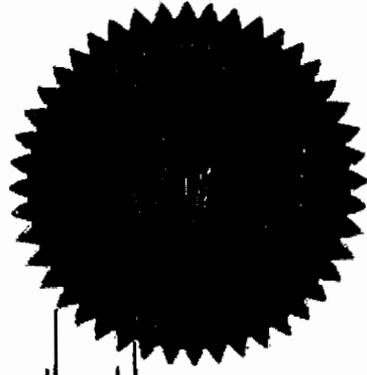
Christina Spauldon, MAAC

MEMBER

0528

LICENSE NO.

Issue Date: MARCH 29, 2002





State of New Hampshire
BOARD OF MENTAL HEALTH PRACTICE

AMY KELLY, MSW

LICENSED
INDEPENDENT CLINICAL SOCIAL WORKER

LICENSE # 1145 EXPIRES 04/18/2017



BOARD OF LICENSING FOR ALCOHOL &
OTHER DRUG USE PROFESSIONALS
STATE OF NEW HAMPSHIRE
THE LICENSE OF
AMY KELLY
AS MASTER ALCOHOL & DRUG COUNSELOR
NO.0528

IS HEREBY VALIDATED FOR THE PERIOD
1/29/2017 UNTIL 6/30/2018

CHAIRPERSON

Complaints Concerning This Certificate Holder Shall Be Sent To NH Board of Licensing for
Alcohol & Other Drug Use Professionals, 121 S. Fruit St, Concord, NH 03301



**BOARD OF LICENSING FOR ALCOHOL &
OTHER DRUG USE PROFESSIONALS
STATE OF NEW HAMPSHIRE
THE LICENSE OF**

AMY KELLY

**AS MASTER ALCOHOL & DRUG COUNSELOR
NO.0528**

**IS HEREBY VALIDATED FOR THE PERIOD
1/29/2017 UNTIL 6/30/2018**

Kelly Anderson

CHAIRPERSON

Complaints Concerning This Certificate Holder Shall Be Sent To NH Board of Licensing for
Alcohol & Other Drug Use Professionals, 121 S. Fruit St, Concord, NH 03301

Amy Kelly, LICSW, MLADC

LICENSES

Licensed Independent Clinical Social Worker, NH #1145 effective 2003
Licensed Alcohol and Drug Abuse Counselor, NH # 528 effective 2002
Licenses previously held in good standing since 1997 & 2000 in New York,
Florida & Massachusetts

EDUCATION

Certificate in Advanced Graduate Studies – Boston University
Professional education program in the Assessment and Treatment of Psychological
Trauma, December 2008

The Institute for Behavioral Studies
Certificate program for Addictions Counseling, 1999

Adelphi University
Masters Degree in Social Work, 1997

State University of New York, College at Geneseo
Bachelor of Science, Business Management, 1992

EMPLOYMENT

Consultant - State of New Hampshire, Division of Children, Youth and Families
Substance Abuse Consultant, (2006-2011 & 2014- Present)

- Provide consultation services to Child Protective Service Workers, Juvenile Probation & Parole Officers, Supervisors, Administrators & state workgroups
- Provide trainings related to addiction, treatment, recovery and drugs of abuse to new and existing staff in the Manchester & other district offices, community partners and special interest groups
- Accompany CPSW's on home visits in attempts to engage reluctant caregivers, provide support, offer education and assist with referrals
- Conduct screenings, assessments & evaluations
- Develop and maintain community partnerships to act as a liaison between DCYF & other treatment providers
- Provide individual counseling using evidence based practices
- Provide assertive case management services related to treatment goals
- Provide family members with counseling, education, support and assistance with referrals
- Accompany clients and family members to self help groups, community support programs, other treatment agencies, meetings with DCYF & Court hearings
- Participate in DCYF meetings to share information about clients, provide education and/or consultation with staff
- Offer prevention services to pregnant women struggling with addiction
- Provide aftercare services to include follow up phone calls, assistance with referrals to other community providers and/or short term solution focused counseling
- Developed and maintain a spreadsheet to monitor trends with referrals and interventions provided to clients

WestBridge Community Services

Team Leader, Assertive Community Treatment Team (2013- 2014)

- Provided clinical and administrative supervision of the staff
- Participated on the leadership team with a focus on strategic goals for the agency
- Completed evaluations and integrated clinical summaries
- Provided individual & group counseling, crisis management, assertive case management & family support services using evidenced based practice with a focus on integrated dual disorders

Residential Clinician, Residential Treatment Team (2011- 2013)

- Completed evaluations and integrated clinical summaries
- Provided individual & group counseling, crisis management, assertive case management & family support services using evidenced based practice with a focus on integrated dual disorders
- Provided assistance to the Director of the program related to clinical and administrative supervision of the staff

Private Practice

Individual Therapist (2003-present)

- Conduct screenings, assessments and evaluations
- Provide individual counseling using evidence based practices
- Provide family members with education, support & assistance with referrals
- Supervise candidates for social work and substance abuse counselor licensure

Florida Department of Children & Families- Palm Beach County

Child Protective Investigator – Special Investigations Unit (2005-2006)

- Conducted investigations regarding allegations of abuse, neglect, abandonment and special conditions for children
- Assessed danger threats, child vulnerabilities and caregiver protective factor to develop safety plans and intervention steps with families
- Assisted families using solution focused casework to maintain children in the home whenever possible
- Arranged for emergency placement for any child that could not be safely maintained in the home
- Maintained documentation of the investigation, wrote affidavits & court reports with the assistance of the legal team and completed written safety & risk assessments

Hillsborough County, Human Services

Assistant Director (2004-2005)

- Provided the Director with administrative assistance of the department
- Represented the department at Court hearings, community meetings & statewide work groups
- Assisted with the oversight & supervision of (2) Home Based Diversion Programs
- Provided individual, group and family counseling in the County Diversion Programs

State of New Hampshire, Department of Health & Human Services

Juvenile Probation & Parole Officer, Specialist (2002-2004)

- Supervised youth with special needs (substance misuse and mental health concerns) involved with the local Courts
- Provided case management services to connect the youth & families to community resources
- Provided training at the Juvenile Justice Institute related to special populations

Suffolk County Probation (New York)

Adult Probation Officer, Domestic Violence Unit (1999-2002)

- Supervised adults convicted of domestic violence crimes
- Participated in developing a Domestic Violence Court
- Completed Court Investigations & Reports with sentencing recommendations
- Facilitated a weekly Batterers Intervention Group

Psychiatric Social Worker, Consultant (1997-1999)

Psychiatric Social Worker, Intern (1996-1997)

AWARDS

New Hampshire DCYF Division for Children, Youth and Families
Exemplary Leadership & Service Award as a Community Partner, 2015

**COMMUNITY
INVOLVMENT**

Manchester Collaborative on Substance Abuse Treatment Services
New Hampshire Providers Association
National Alcohol Drug Abuse Counselors Association
National Association of Social Workers



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
 DIVISION FOR CHILDREN, YOUTH & FAMILIES

12 mac
 APPROVED G&C
 Date: 3-9-2016
 ITEM # 12

Jeffery A. Meyers
 Commissioner

Lorraine Bartlett
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4451 1-800-852-3345 Ext. 4451
 FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into agreements with the vendors listed below for the provision of master licensed alcohol/drug abuse counseling services, in an amount not to exceed \$241,922, effective upon Governor and Executive Council approval through June 30, 2017. 100% Federal Funding.

Vendor Name	Vendor #	Address	Amount
Amy Kelly	TBD	19 Trolley Street Manchester NH 03103	\$127,172
Kevin O'Connell	TBD	16 Bayview Road Durham NH 03824	\$114,750
		Total	\$241,922

Funds are available in the following accounts for State Fiscal Years 2016 and 2017 with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-421010-29670000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD WELFARE SERVICES IV-B

State Fiscal Year	Class	Title	Activity Code	Contract Amount
2016	102-500734	Contracts for Program Services	42106801	\$56,922
2017	102-500734	Contracts for Program Services	42106801	\$150,000
			<i>Sub Total</i>	<i>\$206,922</i>

05-95-42-421010-29690000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD ABUSE PREVENTION CAPTA

State Fiscal Year	Class	Title	Activity Code	Contract Amount
2016	102-500734	Contracts for Program Services	42107306	\$0
2017	102-500734	Contracts for Program Services	42107306	\$35,000
			<i>Sub Total</i>	<i>\$35,000</i>
			Grand Total	\$241,922

Please see attachment for fiscal details.

EXPLANATION

This purpose of this request is for the provision of screening, assessment, training, consulting and referrals where alcohol and/or drug substance misuse and/or abuse has been indicated in a Division for Children, Youth and Families case.

The Master Licensed Alcohol/ Drug Abuse Counselors will be involved as embedded consultants, within the District Office, with Child Protection and Juvenile Justice Staff to assist in the reduction of the barriers to treatment and access to community-based services and programs.

They will also ensure that children with an established condition are identified and connected with the appropriate services in a timely manner.

These contracts were competitively bid. The Department of Health and Human Services published a Request for Application for two (2) New Hampshire DCYF Master Licensed Alcohol/ Drug Abuse Counselors (MLADC), for the provision of screening, assessment, training, consulting and referrals where alcohol and/or substance misuse and/or abuse has been indicated in a case. The Request for Applications was on the Department's website from November 4, 2015 through November 30, 2015. Two applications were received. The applications were evaluated by Division for Children, Youth and Families' staff with knowledge of the program requirements. Both applicants were selected. The bid summary score sheet is attached.

The attached agreements call for the provision of these services for one year and four months, and reserves the Division's right to renew the agreement for up to four additional years, based upon continued availability of funding, satisfactory vendor performance and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Division for Children Youth and Families will not have adequate screening, assessment, training and consultation for working with children and their families where alcohol and/or substance misuse and/or abuse has been indicated in a case.

Area Served: Statewide

Source of Funds: 100% Federal Funds from Catalog of Federal Domestic Assistance CFDA # 93.645, Federal Agency Department of Health and Human Services, Stephanie Tubbs Jones Child Welfare Services Program, FAIN number G-1601NHCWSS and CFDA# 93.669, Federal Agency Department of Health and Human Services, Child Abuse and Neglect State Grants, FAIN number G-1601NHCA01.

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

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Jeffrey A. Meyers
Acting Commissioner

Fiscal Details
NH DCYF Master Licensed Alcohol/Drug Abuse Counselor

Amy Kelly (Vendor TBD)
Area Served: Manchester District Office Region

**05-95-42-421010-29680000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE IVB SUBPART 1**

State Fiscal Year	Class/Object	Class Title	Activity Code	Contract Amount
2016	102-500734	Contracts for Program Services	42106801	\$29,922
2017	102-500734	Contracts for Program Services	42106801	\$79,750
			<i>Sub-total</i>	<i>\$109,672</i>

**05-95-42-421010-29690000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: HUMAN SERVICES, CHILD ABUSE PREVENTION CAPTA**

State Fiscal Year	Class/Object	Class Title	Activity Code	Contract Amount
2016	102-500734	Contracts for Program Services	42107306	\$0
2017	102-500734	Contracts for Program Services	42107306	\$17,500
			<i>Sub-total</i>	<i>\$17,500</i>
			Grand Total	\$127,172

Kevin O'Connell (Vendor TBD)
Area Served: Southern District Office Region

**05-95-42-421010-29680000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE IVB SUBPART 1**

State Fiscal Year	Class/Object	Class Title	Activity Code	Contract Amount
2016	102-500734	Contracts for Program Services	42106801	\$27,000
2017	102-500734	Contracts for Program Services	42106801	\$70,250
			<i>Sub-total</i>	<i>\$97,250</i>

**05-95-42-421010-29690000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT
OF, HHS: HUMAN SERVICES, CHILD ABUSE PREVENTION CAPTA**

State Fiscal Year	Class/Object	Class Title	Activity Code	Contract Amount
2016	102-500734	Contracts for Program Services	42107306	\$0
2017	102-500734	Contracts for Program Services	42107306	\$17,500
			<i>Sub-total</i>	<i>\$17,500</i>
			Grand Total	114,750



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

New Hampshire DCYF Master Licensed
Alcohol/ Drug Abuse Counselor

#16-DHHS-OHS-DCYF-RFA-10

RFA Name

RFA Number

Reviewer Names

1. Eileen Mullen, DCYF, Child Protection, Administrator III
2. John Harrington, DCYF, Child Protection, Program Specialist IV

Bidder Name

1. Amy Kelly
2. Kevin O'Connell
- 3.

Pass / Fail	Maximum Points	Actual Points
	120	112
	120	97
	120	0

Subject: Lead NH DCYF Master Licensed Alcohol/Drug Abuse Counselor

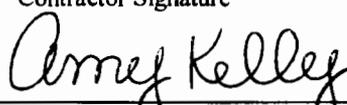
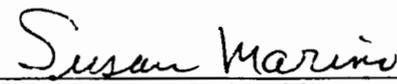
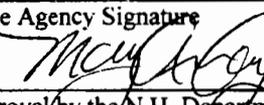
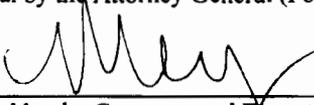
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services Division for Children Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Amy Kelly		1.4 Contractor Address 19 Trolley Street Manchester NH 03103	
1.5 Contractor Phone Number (603) 391-5307	1.6 Account Number 05-095-42-421010-29690000 05-095-42-421010-29680000	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$127,172
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MLADC Counselor	
1.13 Acknowledgement: State of New Hampshire County of <u>Hillsborough</u> On <u>1-4-2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace -			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COE Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>2/8/16</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials AK
Date 1/4/10

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. 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.
- 1.3. The Contractor will have office space at the Division for Children, Youth and Families' State Office in the Manchester District Office and will be required to report there, on a weekly basis, unless otherwise agreed upon. This arrangement shall be reviewed and maybe be changed prior to the start of each contract year should the contract be renewed or if a significant change occurs during the contract year.
- 1.4. The Contractor will be required to travel statewide for family counseling, accompaniment to AA/NA meetings, staff meeting and other times as needed.

2. Services to Be Provided

The Contractor shall provide screening, assessment, training, consulting and referrals where alcohol and/or substance misuse and/or abuse has been indicated in a case.

The Contractor shall provide the following services/ responsibilities:

- 2.1. Consultation with Child Protection Service Workers (CPSW) and Juvenile Justice Probation and Parole Officers (JPPO) and their Supervisors.
- 2.2. Provide training on the following:
 - 2.2.1. Opioids and Medication Assisted Treatment (90 minute training).
 - 2.2.2. Substance Abuse Education (Five Sessions):
 - 2.2.2.1. Session 1:
 - 2.2.2.1.1. An overview of addition and Recovery; and
 - 2.2.2.1.2. The role of LADC.
 - 2.2.2.2. Session 2:
 - 2.2.2.2.1. The impact of substance use on children, youth and families;
 - 2.2.2.2.2. engaging families who struggle with substance abuse; and
 - 2.2.2.2.3. Recovery based language.
 - 2.2.2.3. Session 3:
 - 2.2.2.3.1. Confidentiality;
 - 2.2.2.3.2. Documentation; and
 - 2.2.2.3.3. Working with Community Resources.
 - 2.2.2.4. Session 4:



Exhibit A

-
- 2.2.2.4.1. Alcohol, Tobacco and other drugs – general education; and
 - 2.2.2.4.2. Infants born exposed to substances.
 - 2.2.2.5. Session 5:
 - 2.2.2.5.1. Heroin and other opiates;
 - 2.2.2.5.2. Medication assisted treatment; and
 - 2.2.2.5.3. Infants born exposed to substances.
 - 2.3. Accompany CPSW's on home visits when appropriate.
 - 2.4. Conduct screenings, assessments and complete evaluations.
 - 2.5. Assist with community resource connections.
 - 2.6. Be available for crisis interventions.
 - 2.7. Conduct individual counseling (both long and short term).
 - 2.8. Conduct Family Counseling.
 - 2.9. Conduct Education meetings.
 - 2.10. Accompany clients to AA/NA meetings.
 - 2.11. Provide support and consultation services (parent consultation) when the removal of a child is required.
 - 2.12. Participate in case meetings (PPT, Case transfer, EAR).
 - 2.13. Offer prevention services for expectant women.
 - 2.14. Provide aftercare services (follow up with clients after community referral appointments after the DCYF case closes).
 - 2.15. Develop collateral contacts and community resources in the area for referrals.
 - 2.16. Participate in support groups at the request of staff (foster parents, youth advisory board).
 - 2.17. Consult and participate in the following statewide workgroups:
 - 2.17.1. Intake and Assessment Workgroup;
 - 2.17.2. Enhanced Assessment Policy Workgroup for infants exposed to substances; and
 - 2.17.3. Family Service Workgroup.
 - 2.18. Track development and management of workload and other information as required in a monthly report.
 - 2.19. Responsible for program specific duties of LADC positions within the Division District Offices that have an embedded LADC such as:
 - 2.19.1. Training newly hired LADC to perform the duties set forth in the job responsibilities.
 - 2.19.2. Tracking ongoing trends in the District Office that might affect the program and report them to the Program Manager.
 - 2.19.3. Notifying the Program Manager of any issues that may affect the program.
 - 2.20. Assist in the ongoing enhancement and development of the LADC program within the Division.



Exhibit A

2.21. Consulting with the other LADC position on case specific issues

3. Reporting Requirements

3.1 The Contractor shall provide an Invoice Detail Log detailing the activities provided, inclusive of the allotted time and travel, to support the invoice.

3.1.1. The Invoice Detail Log shall (Exhibit A-1) be submitted to the DCYF Project Manager with a copy of the invoice (Exhibit B-1) to the Fiscal Administrator in Exhibit B, Paragraph 3.2.

3.2 The contractor shall provide quarterly reports that highlight the services provided.

3.2.1. The reports shall contain at a minimum:

- Type of service provided.
- Number of home visits.
- Number of District Office visits.
- Name and Date of the trainings provided.
 - Number of attendees at the training, and
 - Feedback regarding the effectiveness of the training provided.
- Number of referrals to Community Agencies.
- Brief description of follow up outcomes of the family.

3.2.2. Quarterly Reports are due on the following timetable:

Dates to include in Report	Date Report is Due
October 1 st through December 31 st	January 31 st
January 1 st through March 31 st	April 30 th
April 1 st through June 30 th	July 31 st
July 1 st through September 30 th	October 31 st

3.3. The contractor shall provide an annual report that summarizes the information collected for the quarterly reports (see 3.2). The annual report must include additional analysis that includes trends and service. This report is due July 31st after the end of each contract year.

4. Anticipated Outcomes

4.1 The contractor will identify ways to assist in the reduction of the barriers to treatment and access to community-based services and programs.

4.2 The contractor will ensure that children with an established condition are identified and connected with the appropriate services in a timely manner.

5. Privacy and Security of Information

5.1 The Contractor shall comply with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services



Exhibit B

Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
2. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - 2.1. CFDA # 93.645, Federal Agency Department of Health and Human Services, Stephanie Tubbs Jones Child Welfare Services Program,
 - 2.2. CFDA# 93.669, Federal Agency Department of Health and Human Services, Child Abuse and Neglect State Grants.
3. Payment for services shall be at an all-inclusive rate of forty-five dollars (\$49.87) per hour.
 - 3.1. Hours are not to exceed one-thousand nine-hundred and fifty (1950) hours per year for a maximum yearly contract value of ninety-seven thousand (\$97,250) dollars.
4. Payment for services shall be made as follows:
 - 4.1. 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.
 - 4.2. Invoices identified in Exhibit B-1 must be submitted not less than bi-weekly and no later than monthly to:

Attn: DCYF Fiscal Administrator
Division for Children, Youth and Families
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

**Exhibit B-1, Invoice
Lead NH DCYF Master Licensed Alcohol/Drug Abuse Counselor
SFY17**

Invoice Template		Amy Kelly				
PO #:	Total Payment					
Vendor #:	Authorized Contract Specialist	Note/Comment:				
Appropriation:	Date					
Job #:						
Line #:						
State Fiscal Year 2017 (eff. Date: xx/xx/xx)						
Invoice for the month of _____ to _____						
Billing time period: _____ to _____						
Budget Line	Amount Budgeted	Number of Hours	Rate/Hour	Billed This Period	Year to Date	Remaining Balance
Consultant time	\$ 97,250.00	0.00	\$49.74	\$ -	\$ -	\$ 97,250.00
	Adjustments:					
	Total/Amount Due:	0.00		\$0.00		
Contractor signature: _____						
Authorized Amy Kelly						
Approved by: _____						
Date _____						
Date _____						

Contractor Initials AK
 Date 11/16
 DCYF - Contract Invoice Template
 for Lead NH Master Licensed Alcohol/Drug Abuse Counselor
 Amy Kelly



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 professional liability insurance, in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; and
4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

OK

1/11/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

1/4/16
Date

Aimee Kelley
Name:
Title: MLADC Consultant
Counselor



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

1/4/16
Date

Arney Kelley
Name:
Title: MUABC Counselor



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

1/4/16
Date

Amy Kelly
Name: Amy Kelly
Title: MLADC Counselor

Contractor Initials AK
Date 1/4/16



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

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

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

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

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

Exhibit G

Contractor Initials

OK

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

11/4/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

1/4/16
Date

Contractor Name:

Amy Kelly

Amy Kelly

Name:

Title: MEADC Counselor

Exhibit G

Contractor Initials

AK

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