



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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August 29, 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, Bureau of Drug and Alcohol Services, to amend an existing agreement with Families in Transition, 122 Market Street, Manchester, NH, 03101 (Vendor #157730 B001) by adjusting amounts within the Service and Fee Table items to meet program needs with no increase to the price limitation of \$357,600 and no change to the contract completion date of June 30, 2017, effective upon Governor and Executive Council approval. The original Contract was approved by Governor and Executive Council on March 23, 2016 (Item #6), and Amended on June 29, 2016 (Late Item #25). 75% Federal, 25% General.

Funds to support this request are available in State Fiscal Year 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

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

Table with 6 columns: State Fiscal Year, Class/Account, Title, Budget Amount, Increase/Decrease, Revised Modified Budget. Rows include 2016, 2017, and Total for Contracts for Prog Svc.

EXPLANATION

The purpose of this request is to re-align funding in the vendor's budget to provide additional Enhanced Services. The Vendor has been able to seek reimbursement for substance use disorder treatments services through payer sources, other than from this Agreement, such as Medicaid, New Hampshire Health Protection, or Private Insurance. The Vendor has requested \$150,000 allocated for substance use disorder treatment services listed in the Service and Fee Table be reallocated to offer additional Enhanced Services.

This Amendment allows the Vendor to continue providing Enhanced services such as transportation and child care services to clients receiving treatment so that those clients may attend treatment services as well as address other areas of their treatment plans, such as attending doctors

appointments and other behavioral health services. In addition, this amendment will allow the Vendor to provide motivational enhancement interventions, another type of Enhanced service, to residents of their housing units who are misusing substances, increasing the likelihood of these individuals entering treatment services, many of whom are women who are the primary care-givers for or working towards reunification with their children.

Motivational enhancement intervention services help individuals more accurately perceive problems in their life as they relate to their use of substances. The individuals' inability to accurately assess the problems in their life as they relate to their use, acts as a barrier to treatment and makes the client less likely to access treatment options.

These services fit into the Department's overall strategy for the treatment of substance use disorders by ensuring that various funding streams are utilized in the most efficient way possible to reach as many people with substance use disorders as possible. In addition, by increasing the likelihood that individuals will enter substance use disorders treatment, these services may help reduce collateral costs of substance misuse in areas such as healthcare, criminal justice, and utilization of public support programs.

The Department supports this request because expanding motivational enhancement services to residents of living in low income housing will increase the chances of these individuals entering treatment and achieving recovery; thereby increasing the client's health and well-being and reducing the medical, legal, social, and other costs to the community and state associated with on-going substance misuse.

This Contractor was selected through a competitive bid process.

Should the Governor and Executive Council determine to not authorize this Request, the cost effectiveness of this funding would be reduced and individuals in need of services would not receive these services.

Area served: Statewide.

Source of Funds: 75% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 25% General Funds.

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

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffery A. Meyers
Commissioner



**State of New Hampshire
 Department of Health and Human Services
 Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services
 Contract**

This second Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated August 9, 2016 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the maximum dollar amount allocated for Enhanced Services, within the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Delete Enhanced Services in Exhibit B-1 Amendment #1 Service and Fee Table as follows

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$72,115, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



And replace with the following:

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$222,115 and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

The remainder of the page left intentionally blank.



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

8/24/16
Date

[Signature]
Katja S. Fox
Director

Families in Transition

Aug 12-16
Date

[Signature]
NAME Maureen Beauregard
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on Aug 12, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Ruth Syrek, Admin Asst.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



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

OFFICE OF THE ATTORNEY GENERAL

9/7/16
Date


Name: Brian Burman
Title: AAG

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

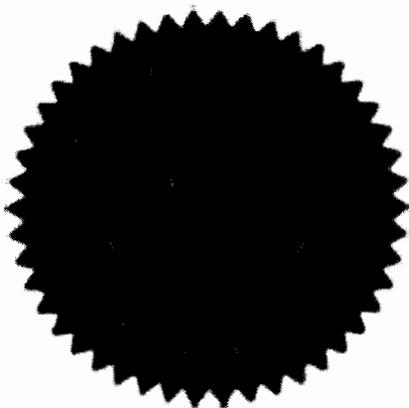
Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Families in Transition.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on August 12, 2016 :
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 12 day of August, 2016.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



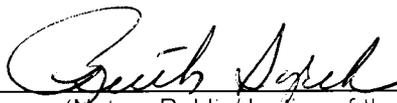
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 12 day of August, 2016.

By Dick Anagnost.
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

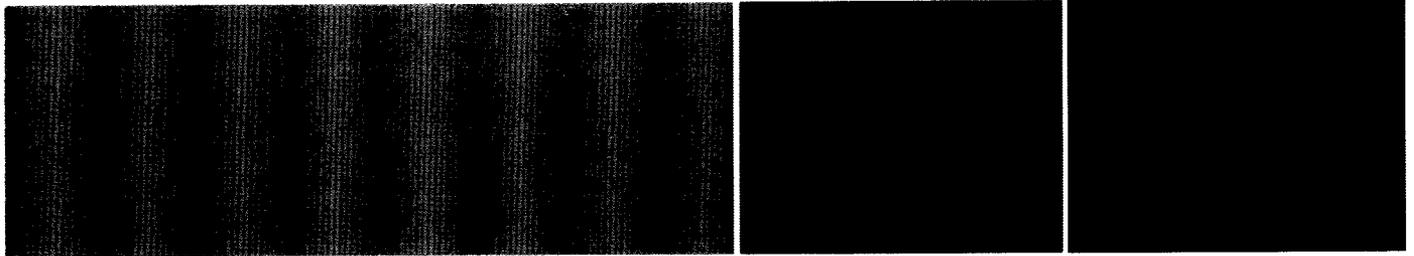
Commission Expires: RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

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



Mission

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



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2015

(With Comparative Totals for 2014)

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2015 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2015, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2014 consolidated financial statements and, in our report dated March 30, 2015, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2014 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2015, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 22, 2016

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

**December 31, 2015
(With Comparative Totals for December 31, 2014)**

ASSETS		
	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 1,027,626	\$ 996,035
Funds held as fiscal agent	90,123	75,737
Accounts receivable	30,212	39,983
Grants receivable	317,288	282,810
Prepaid expenses	43,155	54,587
Reserve cash designated for properties	717,593	662,613
Due from related parties	8,809	8,210
Other current assets	<u>41,302</u>	<u>43,779</u>
Total current assets	2,276,108	2,163,754
Replacement reserves	331,216	338,563
Investments	10,435	10,661
Investment in related entity	1,001	1,000
Property and equipment, net	25,441,709	26,111,906
Development in process	1,881,561	260,947
Other assets, net	<u>129,844</u>	<u>145,356</u>
Total assets	<u>\$ 30,071,874</u>	<u>\$ 29,032,187</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 184,407	\$ 182,916
Accounts payable	203,943	183,579
Accrued expenses	152,630	159,806
Funds held as fiscal agent	90,123	75,737
Due to related entity	869	2,371
Security deposits	<u>44,665</u>	<u>76,365</u>
Total current liabilities	676,637	680,774
Long-term debt, less current portion	<u>10,594,485</u>	<u>9,943,359</u>
Total liabilities	<u>11,271,122</u>	<u>10,624,133</u>
Net assets		
Unrestricted - controlling interest	12,946,230	12,197,286
Unrestricted - noncontrolling interest	<u>5,248,340</u>	<u>5,691,054</u>
Total unrestricted	18,194,570	17,888,340
Temporarily restricted	<u>606,182</u>	<u>519,714</u>
Total net assets	<u>18,800,752</u>	<u>18,408,054</u>
Total liabilities and net assets	<u>\$ 30,071,874</u>	<u>\$ 29,032,187</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Activities

**Year Ended December 31, 2015
(With Comparative Totals for the Year Ended December 31, 2014)**

	Unrestricted - Controlling Interest	Unrestricted - Noncontrolling Interest	Total Unrestricted	Temporarily Restricted	Total 2015	Total 2014
Revenue and support						
Federal, state and other grant support	\$ 2,224,870	\$ -	\$ 2,224,870	\$ 558,127	\$ 2,782,997	\$ 2,868,948
Rental income, net of vacancies	1,762,156	-	1,762,156	-	1,762,156	1,674,741
Thrift store sales	721,821	-	721,821	-	721,821	724,911
Public support	188,524	-	188,524	-	188,524	116,666
Tax credit revenue	192,533	-	192,533	-	192,533	129,067
Special events	135,307	-	135,307	-	135,307	134,954
Developer fees	-	-	-	-	-	72,000
VISTA program revenue	72,888	-	72,888	-	72,888	93,474
Unrealized (losses) gains on investments	(227)	-	(227)	-	(227)	1,064
Loss on disposal of assets	(11,150)	-	(11,150)	-	(11,150)	(3,653)
Interest income	28,833	-	28,833	-	28,833	29,536
In-kind donations	4,970	-	4,970	-	4,970	25,890
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	175,366	-	175,366	-	175,366	-
Other income	308,696	-	308,696	-	308,696	390,577
Net assets released from restrictions	471,659	-	471,659	(471,659)	-	-
Total revenue and support	<u>6,407,513</u>	<u>-</u>	<u>6,407,513</u>	<u>86,468</u>	<u>6,493,981</u>	<u>6,389,442</u>
Expenses						
Program activities						
Housing	4,839,193	-	4,839,193	-	4,839,193	4,749,219
Thrift store	564,569	-	564,569	-	564,569	576,520
Total program activities	5,403,762	-	5,403,762	-	5,403,762	5,325,739
Fundraising	329,373	-	329,373	-	329,373	432,998
Management and general	418,148	-	418,148	-	418,148	412,164
Total expenses	<u>6,151,283</u>	<u>-</u>	<u>6,151,283</u>	<u>-</u>	<u>6,151,283</u>	<u>6,170,901</u>
Contribution for long-term purposes	50,000	-	50,000	-	50,000	687,760
Distributions	-	-	-	-	-	(33)
Change in net assets	306,230	-	306,230	86,468	392,698	906,268
Change in net assets attributable to noncontrolling interest in subsidiaries	442,714	(442,714)	-	-	-	-
Change in net assets after reclassification of portion attributable to noncontrolling interest	748,944	(442,714)	306,230	86,468	392,698	906,268
Net assets, beginning of year	<u>12,197,286</u>	<u>5,691,054</u>	<u>17,888,340</u>	<u>519,714</u>	<u>18,408,054</u>	<u>17,501,786</u>
Net assets, end of year	<u>\$ 12,946,230</u>	<u>\$ 5,248,340</u>	<u>\$ 18,194,570</u>	<u>\$ 606,182</u>	<u>\$ 18,800,752</u>	<u>\$ 18,408,054</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2015

(With Comparative Totals for the Year Ended December 31, 2014)

	Program Activities			Management and General	2015 Total	2014 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 1,508,151	\$ 337,347	\$ 185,321	\$ 166,811	\$ 2,197,630	\$ 2,147,196
Temporary labor	-	-	-	-	-	7,202
Employee benefits	174,240	47,386	17,485	15,738	254,849	287,891
Payroll taxes	<u>112,965</u>	<u>25,301</u>	<u>14,259</u>	<u>12,835</u>	<u>165,360</u>	<u>171,078</u>
Total salaries and benefits	1,795,356	410,034	217,065	195,384	2,617,839	2,613,367
Other expenses						
Advertising	9,670	30,221	946	852	41,689	29,640
Amortization	15,513	-	-	-	15,513	13,268
Application and permit fees	3,240	-	-	-	3,240	2,400
Bad debts	19,238	-	-	-	19,238	15,341
Bank charges	-	-	-	15,307	15,307	14,617
Consultants	2,319	1,440	-	4,557	8,316	32,583
Depreciation	872,430	3,286	18,730	16,860	911,306	885,810
Events	-	3,118	37,569	-	40,687	46,919
General insurance	99,957	3,486	495	20,682	124,620	133,332
Interest expense	202,948	110	-	-	203,058	179,152
Management fees	6,886	-	-	-	6,886	9,676
Meals and entertainment	3,351	37	569	512	4,469	3,990
Membership dues	4,985	316	846	762	6,909	6,787
Office supplies	81,584	12,107	13,017	11,717	118,425	129,469
Participant expenses	59,067	10	-	2,454	61,531	43,958
Postage	4,581	506	778	700	6,565	8,001
Printing	21,164	1,848	3,592	3,233	29,837	17,013
Professional fees	-	-	-	112,934	112,934	123,691
Rental subsidies	137,927	-	-	-	137,927	251,347
Repairs and maintenance	352,634	40,601	8,430	7,588	409,253	404,387
Staff development	6,454	-	1,096	986	8,536	11,881
Taxes	263,754	2,625	-	-	266,379	263,719
Technology support	44,843	828	7,290	6,562	59,523	59,482
Telephone	51,412	6,087	6,711	6,041	70,251	66,059
Travel	33,384	6,299	5,665	5,099	50,447	56,775
Utilities	379,830	30,041	-	-	409,871	411,676
VISTA program	306,283	-	-	-	306,283	264,623
Workers' compensation	<u>60,383</u>	<u>11,569</u>	<u>6,574</u>	<u>5,918</u>	<u>84,444</u>	<u>71,938</u>
Total expenses	<u>\$ 4,839,193</u>	<u>\$ 564,569</u>	<u>\$ 329,373</u>	<u>\$ 418,148</u>	<u>\$ 6,151,283</u>	<u>\$ 6,170,901</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

**Year Ended December 31, 2015
(With Comparative Totals for the Year Ended December 31, 2014)**

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 392,698	\$ 906,268
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	926,819	899,078
Contribution for long-term purposes	(50,000)	(687,760)
Forgiveness of debt	(131,267)	(131,267)
Unrealized losses (gains) on investments	227	(1,064)
Loss on asset disposal	11,150	3,653
Decrease (increase) in:		
Accounts receivable	9,771	3,918
Grants receivable	(34,478)	(53,293)
Prepaid expenses	11,432	10,853
Due from related parties	(599)	1,525
Other current assets	2,477	(3,721)
Increase (decrease) in:		
Accounts payable	20,364	46,883
Accrued expenses	(7,176)	57,287
Due to related party	(1,502)	2,371
Other current liabilities	(31,700)	29,402
Net cash provided by operating activities	<u>1,118,216</u>	<u>1,084,133</u>
Cash flows from investing activities		
Net (deposits to) withdrawals from reserve accounts	(47,633)	14,242
Purchases of investments	-	(1,060)
Investment in development in process	(862,528)	(550,717)
Acquisition of property and equipment	<u>(179,852)</u>	<u>(113,629)</u>
Net cash used by investing activities	<u>(1,090,013)</u>	<u>(651,164)</u>
Cash flows from financing activities		
Grants received for long-term purposes	50,000	-
Proceeds from long-term borrowings	156,083	-
Payments on long-term debt	<u>(202,695)</u>	<u>(169,144)</u>
Net cash provided (used) by financing activities	<u>3,388</u>	<u>(169,144)</u>
Net increase in cash and cash equivalents	31,591	263,825
Cash and cash equivalents, beginning of year	<u>996,035</u>	<u>732,210</u>
Cash and cash equivalents, end of year	<u>\$ 1,027,626</u>	<u>\$ 996,035</u>
Supplemental disclosure		
Acquisition of property and equipment through long-term borrowings	<u>\$ 72,410</u>	<u>\$ 430,000</u>
Acquisition of development in process through long-term borrowings	<u>\$ 758,086</u>	<u>\$ 63,283</u>
Property and equipment transferred from development in process	<u>\$ -</u>	<u>\$ 1,483,484</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for December 31, 2014)

Organization

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

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

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

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

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

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

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015

(With Comparative Totals for December 31, 2014)

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

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

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2014 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for December 31, 2014)

Basis of Presentation

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

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

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

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2015 and 2014.

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

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

Cash and Cash Equivalents

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

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015

(With Comparative Totals for December 31, 2014)

Property and Equipment

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

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2015 and 2014 is approximately \$870,000 and \$810,000, respectively.

Functional Expense Allocation

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

Income Taxes

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

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2015 and 2014, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015
(With Comparative Totals for December 31, 2014)

2. Property and Equipment

Property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Land	\$ 3,112,699	\$ 3,112,699
Land improvements	595,300	595,300
Buildings and improvements	27,901,568	27,743,643
Furniture and fixtures	501,900	496,456
Equipment	324,134	336,464
Vehicles	<u>290,475</u>	<u>214,065</u>
	32,726,076	32,498,627
Less: accumulated depreciation	<u>7,284,367</u>	<u>6,386,721</u>
Property and equipment, net	<u>\$ 25,441,709</u>	<u>\$ 26,111,906</u>

In June 2014, land located at Spruce Street and Massabesic Street in Manchester, New Hampshire was donated to FIT by the City of Manchester. This land will be developed into the Hollow's Community Garden and Learning Center. The project is intended to improve the quality of life of at-risk children and families by providing immediate hunger relief, expanding food access and delivering hands-on educational experiences.

In September 2014, a three-family building and land located on Spruce Street in Manchester, New Hampshire was donated to FIT by the City of Manchester. The property was transferred from FIT to Housing Benefits. Housing Benefits intends to rehabilitate the project into rental housing for low-income households. All construction will incorporate energy efficiencies to reduce operating costs and help ensure long-term affordability.

3. Development in Process

In 2014, the Organization began the pre-construction phase on its Family Place Resource Center and Shelter through funding received from New Hampshire Housing Finance Authority (NHHFA), Community Development Finance Authority funds and donations. The facility will house a new and expanded family shelter as well as a comprehensive resource center designed to meet the needs of homeless families and children. The shelter will consist of 11 emergency housing units for families in immediate need of shelter. The services include, but are not limited to, centralized assessment and referral, hot meals, access to an onsite food pantry, onsite medical care and therapeutic preschool programming for children. The project was completed in December 2015 and began providing services in January 2016. At December 31, 2015, the Organization had invested approximately \$1.7 million in the facility which is included in development in process in the consolidated statements of financial position.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015

(With Comparative Totals for December 31, 2014)

4. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$100,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2015 and 2014.

5. Long-term Debt

Long-term debt consisted of the following:

	<u>2015</u>	<u>2014</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 64,186	\$ 67,613
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	157,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$990, including interest at 4.55%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.	127,772	132,207
A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$525 at 1% annual interest rate. The loan is due and payable in February 2017.	7,310	13,492
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 7.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	90,702	100,050
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	243,224	250,676

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015

(With Comparative Totals for December 31, 2014)

<p>A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.</p>	159,494	164,904
<p>A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2033. This is nonrecourse.</p>	85,018	102,647
<p>A no-interest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.</p>	337,720	337,720
<p>A noninterest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full in May 2033.</p>	260,000	260,000
<p>A noninterest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.</p>	461,696	461,696
<p>A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.</p>	257,265	268,758
<p>A note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow. In any year where the Debt Coverage Ratio exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.</p>	226,725	226,725

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

**December 31, 2015
(With Comparative Totals for December 31, 2014)**

A noninterest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000
A mortgage note payable by Millyard Families I to the City of Manchester Community Improvement Program, collateralized by real estate. The note is noninterest bearing and is due and payable in January 2027.	230,000	230,000
A second mortgage note payable by Millyard Families I to NHCLF, collateralized by real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	81,919	93,604
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 7.71%. The note is payable in full in October 27, 2023 and is guaranteed by FIT and Family Mill.	473,244	483,093
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	600,000	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	568,617	598,957
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	118,181	127,272

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015

(With Comparative Totals for December 31, 2014)

A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 3.5%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	300,086	312,442
A mortgage note payable by School & Third Street to NHHFA, collateralized by real estate and personal property. Monthly payments of \$2,774 include principal and interest at 8% per annum. The note is due in February 2021.	142,347	163,281
A second mortgage note payable by School & Third Street to NHCLF, collateralized by real estate and personal property. The note bears no interest and monthly payments of \$2,774 will commence on April 15, 2021 and continue until maturity in October 2039.	617,613	617,613
A mortgage note payable by Belmont Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	419,370	419,370
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	379,138	392,864
A mortgage note payable from Lowell Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	44,312
A second, noninterest bearing, mortgage note payable from Lowell Street to the City of Manchester, New Hampshire, collateralized by real estate. Annual payments equal to the greater of 25% of new cash flow or \$4,000 commenced in October 2012 and will continue until the maturity date in June 2041.	176,022	180,864

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015

(With Comparative Totals for December 31, 2014)

A noninterest promissory note payable from Lowell Street to NHHFA collateralized by a mortgage and security agreement on real estate. The note will be forgiven 1/15th annually over the low-income housing tax credit compliance period. During 2015 and 2014, \$131,267 was recognized as other income in the consolidated statement of activities.	1,378,298	1,509,565
A mortgage note payable from Dover to NHHFA, collateralized by the real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	221,428	221,428
A noninterest mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. The note has a borrowing limit of \$500,000. As costs are incurred Housing Benefits will be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow or \$5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.	129,708	63,283
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$1,921 include principal and interest at 3.41%. The note is due in full by April 2019.	416,086	424,556
A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.	25,286	-
A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.	38,595	-
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2044.	646,564	-

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

**December 31, 2015
(With Comparative Totals for December 31, 2014)**

A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.

	<u>197,367</u>	<u>-</u>
	10,778,892	10,126,275
Less current portion	<u>184,407</u>	<u>182,916</u>
	<u>\$ 10,594,485</u>	<u>\$ 9,943,359</u>

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

2016	\$ 184,407
2017	166,391
2018	173,305
2019	671,456
2020	173,981
Thereafter	<u>9,409,352</u>
	<u>\$ 10,778,892</u>

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted for the following purposes:

	<u>2015</u>	<u>2014</u>
The Family Place - services	\$ 52,000	\$ 53,672
The Family Place - development	140,115	241,000
Research and training	-	26,333
Scholarships and tutoring	13,348	4,375
VISTA program	50,623	38,511
Housing programs	8,432	4,750
Direct care for clients	198,460	79,851
Community Gardens	46,204	71,222
Grant receivable - time restricted	<u>97,000</u>	<u>-</u>
	<u>\$ 606,182</u>	<u>\$ 519,714</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015

(With Comparative Totals for December 31, 2014)

7. Commitments

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

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

8. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$32,880 and \$31,138 during the years ended December 31, 2015 and 2014, respectively.

9. Housing Action New Hampshire

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

10. Noncontrolling Interest

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

<u>Limited Partner</u>	<u>Property</u>	<u>2015</u>	<u>2014</u>
Community Capital 2000 New Hampshire Housing Equity Fund, Inc.	Millyard II	\$ 932,812	\$ 1,000,929
JP Morgan Chase	Bicentennial	302,918	352,882
BCCC, Inc.	Bicentennial	303,031	352,985
Boston Capital Corporate	Family Bridge	10	10
BCCC, Inc.	Family Bridge	1,486,889	1,660,467
Boston Capital Midway	Family Willows	10	10
	Family Willows	<u>2,222,670</u>	<u>2,323,771</u>
		<u>\$ 5,248,340</u>	<u>\$ 5,691,054</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015

(With Comparative Totals for December 31, 2014)

11. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 22, 2016, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

SUPPLEMENTARY INFORMATION

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2015

ASSETS

	Families In Transition Unrestricted	Limited Partnerships	Housing Benefits	Family Out/Filters	Manchester Emergency Housing	Families in Transition Temporarily Restricted	Eliminations	Total
Current assets								
Cash and cash equivalents	\$ 192,475	\$ 44,014	\$ 141,493	\$ 138,761	\$ 1,701	\$ 509,182	\$ -	\$ 1,027,626
Funds held as fiscal agent	90,123	-	-	-	-	-	-	90,123
Accounts receivable	130,310	8,417	6,473	-	-	-	(114,988)	30,212
Grants receivable	152,293	-	-	-	14,308	150,687	-	317,288
Prepaid expenses	8,033	20,944	12,650	1,278	250	-	-	43,155
Accrued interest receivable on related party note	835,018	-	-	-	-	-	(835,018)	-
Reserve cash designated for properties	53,642	382,697	281,254	-	-	-	-	717,593
Due from related party	321,153	-	66,208	133,677	-	-	(512,229)	8,809
Other current assets	5,590	19,754	15,958	-	-	-	-	41,302
Total current assets	1,788,637	475,626	524,036	273,716	16,259	659,869	(1,462,235)	2,276,108
Replacement reserves	39,386	187,256	104,574	-	-	-	-	331,216
Related party notes receivable	1,725,799	-	-	-	-	-	(1,725,799)	-
Investments	10,435	-	-	-	-	-	-	10,435
Investment in related entities	1,196,347	-	25,051	-	-	-	(1,220,397)	1,001
Property and equipment, net	2,983,135	13,452,214	8,920,829	49,844	35,687	-	-	25,441,709
Development in process	1,699,907	-	181,654	-	-	-	-	1,881,561
Other assets, net	-	61,357	68,487	-	-	-	-	129,844
Total assets	\$ 9,443,646	\$ 14,176,653	\$ 9,824,631	\$ 323,560	\$ 51,946	\$ 659,869	\$ (4,408,431)	\$ 30,071,874

LIABILITIES AND NET ASSETS

Current liabilities								
Current portion of long-term debt	\$ 60,690	\$ 64,239	\$ 52,294	\$ 7,184	\$ -	\$ -	\$ -	\$ 184,407
Accounts payable	121,695	138,362	54,486	3,227	1,161	-	(114,988)	203,943
Accrued expenses	89,780	663,564	214,486	14,200	5,618	-	(835,018)	152,630
Funds held as fiscal agent	90,123	-	-	-	-	-	-	90,123
Due to related entities	45,803	28,300	269,301	115,912	95	53,687	(512,229)	869
Other current liabilities	5,850	21,269	17,546	-	-	-	-	44,665
Total current liabilities	413,941	915,734	608,113	140,523	6,874	53,687	(1,462,235)	676,637
Long-term debt, less current portion	2,102,862	6,209,606	3,976,406	31,410	-	-	(1,725,799)	10,594,485
Total liabilities	2,516,803	7,125,340	4,584,519	171,933	6,874	53,687	(3,188,034)	11,271,122
Net assets								
Unrestricted - controlling interest	6,926,843	1,802,973	5,240,112	151,627	45,072	-	(1,220,397)	12,946,230
Unrestricted - noncontrolling interest	-	5,248,340	-	-	-	-	-	5,248,340
Total unrestricted	6,926,843	7,051,313	5,240,112	151,627	45,072	-	(1,220,397)	18,194,570
Temporarily restricted	-	-	-	-	-	606,182	-	606,182
Total net assets	6,926,843	7,051,313	5,240,112	151,627	45,072	606,182	(1,220,397)	18,800,752
Total liabilities and net assets	\$ 9,443,646	\$ 14,176,653	\$ 9,824,631	\$ 323,560	\$ 51,946	\$ 659,869	\$ (4,408,431)	\$ 30,071,874

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2015

	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFitters	Manchester Emergency Housing	Eliminations	Unrestricted Total	Temporarily Restricted	Total
Revenue and support									
Federal, state and other grant support	\$ 2,195,946	\$ 93,497	\$ 182,579	\$ -	\$ 133,878	\$ (381,030)	\$ 2,224,870	\$ 558,127	\$ 2,782,997
Rental income, net of vacancies	293,531	937,526	607,310	-	2,793	(79,004)	1,762,156	-	1,762,156
Thrift store sales	-	-	-	721,821	-	-	721,821	-	721,821
Public support	184,182	-	-	4,342	-	-	188,524	-	188,524
Tax credit revenue	192,533	-	-	-	-	-	192,533	-	192,533
Special events	135,307	-	-	-	-	-	135,307	-	135,307
Property management fees	531,817	-	-	-	-	(531,817)	-	-	-
VISTA program revenue	72,888	-	-	-	-	-	72,888	-	72,888
Unrealized (losses) gains on investments	(227)	-	-	-	-	-	(227)	-	(227)
Loss on disposal of assets	(8,074)	(3,076)	-	-	-	-	(11,150)	-	(11,150)
Interest income	96,115	234	254	-	-	(67,770)	28,833	-	28,833
In-kind donations	4,970	-	-	-	-	-	4,970	-	4,970
Forgiveness of debt	-	-	131,267	-	-	-	131,267	-	131,267
Medicaid reimbursements	175,366	-	-	-	-	-	175,366	-	175,366
Other income	325,792	21,089	9,744	12,071	-	(60,000)	308,696	-	308,696
Net assets released from restrictions	471,659	-	-	-	-	-	471,659	(471,659)	-
Total revenue and support	4,671,805	1,049,270	931,154	738,234	136,671	(1,119,621)	6,407,513	86,468	6,493,981
Expenses									
Program activities	3,056,936	1,453,977	1,165,125	687,265	143,772	(1,103,313)	5,403,762	-	5,403,762
Fundraising	329,373	-	-	-	-	-	329,373	-	329,373
Management and general	353,312	38,047	27,737	14,860	500	(16,308)	418,148	-	418,148
Total expenses	3,739,621	1,492,024	1,192,862	702,125	144,272	(1,119,621)	6,151,283	-	6,151,283
Excess (deficiency) of revenue and support over expenses	932,184	(442,754)	(261,708)	36,109	(7,601)	-	256,230	86,468	342,698
Contribution for long-term purposes	-	-	50,000	-	-	-	50,000	-	50,000
Change in net assets	\$ 932,184	\$ (442,754)	\$ (211,708)	\$ 36,109	\$ (7,601)	\$ -	\$ 306,230	\$ 86,468	\$ 392,698

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Functional Expenses

Year Ended December 31, 2015

	Program Activities							Management and General	Eliminations	Total
	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family Out/Fitters	Manchester Emergency Housing	Fundraising				
Salaries and benefits	\$ 1,095,932	\$ -	\$ 321,120	\$ 337,347	\$ 91,099	\$ 185,321	\$ 166,811	\$ -	\$ 2,197,630	
Salaries and wages	-	-	-	-	-	-	-	-	-	
Temporary labor	103,014	-	62,488	47,386	8,738	17,485	15,738	-	254,849	
Employee benefits	84,008	-	21,966	25,301	6,991	14,259	12,835	-	165,360	
Payroll taxes	-	-	-	-	-	-	-	-	-	
Total salaries and benefits	1,282,954	-	405,574	410,034	106,828	217,065	195,384	-	2,617,839	
Advertising	9,670	-	-	30,221	-	946	852	-	41,689	
Amortization	-	8,989	6,524	-	-	-	-	-	15,513	
Application and permit fees	-	1,080	2,160	-	-	-	-	-	3,240	
Bad debts	5,504	7,657	6,077	-	-	-	-	-	19,238	
Bank charges	-	-	-	-	-	-	15,307	-	15,307	
Consultants	-	-	1,164	1,440	1,155	-	4,557	-	8,316	
Depreciation	110,354	482,630	274,434	3,286	5,012	18,730	16,860	-	911,306	
Events	-	-	-	3,118	-	37,569	-	-	40,687	
General insurance	27,085	39,940	25,522	3,486	7,410	495	20,682	-	124,620	
Interest expense	70,818	152,664	47,236	110	-	-	-	(67,770)	203,058	
Management fees	70,689	222,577	225,437	-	-	-	-	(511,817)	6,886	
Meals and entertainment	3,351	-	-	37	-	569	512	-	4,469	
Membership dues	4,985	-	-	316	-	846	762	-	6,909	
Office supplies	76,694	2,604	2,184	12,107	102	13,017	11,717	-	118,425	
Participant expenses	58,233	-	-	10	834	-	2,454	-	61,531	
Postage	4,581	-	-	506	-	778	700	-	6,565	
Printing	21,164	-	-	1,848	-	3,592	3,233	-	29,837	
Professional fees	-	-	-	-	-	-	112,934	-	112,934	
Related entity expenditures	570,232	-	(189,202)	60,000	-	-	16,308	(441,030)	-	
Rent	-	-	-	62,696	-	-	-	(79,004)	-	
Rental subsidies	137,927	-	-	-	-	-	-	-	137,927	
Repairs and maintenance	49,663	183,069	132,799	40,601	7,103	8,430	7,588	(20,000)	409,253	
Staff development	6,454	-	-	-	-	1,096	986	-	8,536	
Taxes	55,573	121,587	86,519	2,625	75	7,290	6,562	-	266,379	
Technology support	42,954	1,654	200	828	35	-	-	-	59,523	
Telephone	39,538	763	8,703	6,087	2,408	6,711	6,041	-	70,251	
Travel	33,376	-	-	6,299	8	5,665	5,099	-	50,447	
Utilities	32,281	226,603	112,936	30,041	8,010	-	-	-	409,871	
VISTA program	304,123	2,160	-	-	-	-	-	-	306,283	
Workers' compensation	38,733	-	16,858	11,569	4,792	6,574	5,918	-	84,444	
Total expenses	\$ 3,056,936	\$ 1,453,977	\$ 1,165,125	\$ 687,265	\$ 143,772	\$ 329,373	\$ 434,456	\$ (1,119,621)	\$ 6,151,283	

**Families in Transition
Board of Directors**



**Families
in Transition**

Providing a Home. Building Hope.

FAMILIES IN TRANSITION

Board of Directors

Dick Anagnost, Chairperson
President, Anagnost Companies
Board member since 2007

Charla Bizios Stevens, Vice Chairperson
Director, Litigation Department and Chair of Employment Law Practice Group
McLane, Graf, Raulerson & Middleton, P.A.
Board member since 2013

Robert Bartley, Treasurer
President, CPA, CFP, Bartley Financial Advisor
Board member since 2015

Colleen Cone, Secretary
VP, Talent & Culture, DYN
Board member since 2014

Susan Grodman,
Director of Enrollment & Global Program, The Derryfield School
Board member since 2007

Trevor Arp,
VP of Product Management, Comcast
Board member since 2008

Rev. Gayle Murphy
Reverend, Northwood Congregational Church, UCC
Board member since 2008

Eric Demaree
President, Carpet One Floor & Home Division, CCA Global Partners
Board member since 2012

Tracie Sponenberg
Senior Vice President Human Resources, The Granite Group
Board member since 2013

Alison Hutcheson
Manager of Sales, Merchants Fleet Management
Board member since 2014

Kristy Merrill
Chief of Staff, New Hampshire Senate
Board member since 2014

Angela M. Whitcher
Assistant Vice President, Relationship Management, Lincoln Financial Group
Board member since 2014

Kitten Stearns
Realtor, Coldwell Banker Residential Brokerage
Board member since 2014

Sedra Michaelson
Strategic Account Manager, CCH, a Wolters Kluwer Business
Board member since 2015

Peter Mennis
VP of the NH Commercial Banking Division, NBT Bank
Board member since 2015

Mary Ann Aldrich
Director of Clinical Operations, Dartmouth-Hitchcock Manchester
Board member since 2015

Alex Anagnost
Director of Philanthropy/Project Manager, Anagnost Companies
Board member since 2015

Kriss Blevens
Owner, Kriss Cosmetics
Board member since 2015

Kelly Mulholland
Senior Vice President, Business Banking Director, Citizens Bank
Board member since 2016

KAREN L. FRARIE, LICSW, MLADC

EDUCATION

Master of Social Work, 2010

University of New Hampshire, Durham, NH

Bachelor of Science, Behavioral Science, 1999

University of New Hampshire, Durham, NH

CLINICAL EXPERIENCE

Therapist, Intensive Outpatient Program, Substance Use Treatment Program

FAMILIES IN TRANSITION FAMILY WILLOWS RECOVERY PROGRAM, Manchester, NH

October, 2013 - current

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

Therapist, Adult Services Program

COMMUNITY PARTNERS, Rochester, NH, December 2010 - September, 2013

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

Therapist, University Counseling Center (temporary, fee-for-service, position)

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH, March - May, 2013 (temporary position)

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

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

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

Medical Social Worker, Clinical Internship
CONCORD REGIONAL VNA & HOSPICE, Concord, NH, 2007 - 2008

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

ADMINISTRATIVE AND TEACHING EXPERIENCE

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

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

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

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

Assistant MSW Field Coordinator (Interim position)

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

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

LICENSE AND PROFESSIONAL MEMBERSHIPS

Licensed Independent Clinical Social Worker,

License #1813, expiration: 11/06/2016

State of New Hampshire, Board of Mental Health Practice

Licensed Certified Social Worker (LCSW), Commonwealth of Massachusetts,

License number: 218854

Licensed Master Alcohol and Drug Counselor,

License # 0945, expiration date 02/12/17

Board of Licensing for Alcohol & Other Drug Use Professionals,
State of New Hampshire

National Association of Social Workers,

Membership number: 886469644

The National Association for Addiction Professionals (NAADAC),

Membership number: 128532

Mary Curtis

History

The Provider Enterprise Inc
PO Box 172
Fremont, NH 03044
(603)-895-9664
Supervisor: Lisa Dube
Time at job: September 2003 - June 2013
Job: Bus Driver, Monitor

STS Transportation
963 Hanover St.
Manchester NH 03104
(603)-935-7808
Supervisor: Moreen Lovering
Time at job: August 2000 - June 2003
Job: Bus Driver

Derry Headstart
Hamstead Rd.
Derry NH 03038
(Business moved from address listed)
Time at job: September 1984 - June 1998
Job: Bus Driver, Group Trip Supervisor, Volunteer

Licenses

NH State Drivers License Exp. 2015, Held since 1974
NH State SBC - Exp. 2015, Held Since 2000

started work for Families in transition in the year of Aug 2013

References *to present*

Cheryl Tremble
603-486-8776
Hooksett, NH
Friend/Co- Worker
7 years

Charleen Blackman
603-341-0096
Hooksett, NH
Co-Worker
8 years

Pam Applebee
1(802)-249-3125
Island Pond, VT
Friend
36 years

Meghan E. Shea

OBJECTIVE

Utilize the skills have I attained from my academic and professional training to secure a position providing therapeutic services to individuals and families in need.

EDUCATION

- Licensed Independent Clinical Social Worker** **October 2012**
- Master Licensed Alcohol and Drug Counselor** **September 2010**
- Master of Social Work, University of New Hampshire** **May 2010**
- Graduate May 2010 with an MSW from the Advanced Standing Program
 - Special topic course include: Individual and Family Therapy
- Bachelor of Art, Social Work, University of New Hampshire** **May 2006**
- GPA 3.37 – cum laude
 - Special topic courses include: Numerous courses on Substance Use and Family Therapy

WORK EXPERIENCE

Program Manager

Families in Transition: Family Willows Substance Use and Trauma Treatment Center
August 2013 to Present

- Provide clinical oversight of intensive outpatient program staff.
- Management of quality treatment and outcomes
- Oversight of electronic health record and appropriate documentation
- Maintain ethical and confidential programming
- Oversight of program revenue and marketing for treatment program
- Provide clinical supervision to clinical and program staff.
- Transition program from grant funded to third party billing.

Therapist

Bedford Family Therapy

January 2013 to Present

- Provide individual, couples and family therapy utilizing models and best practices.
- Participate in weekly clinical staff meetings to address issues and collaborate regarding mutual clients.
- Facilitate alcohol and drug assessments.

Clinician

May 2010 to Present

Families in Transition: Family Willows Substance Abuse and Trauma Treatment Center

- Provide individual therapy utilizing models and best practices.
- Facilitate daily therapeutic groups in an Intensive Outpatient Program utilizing the Seeking Safety Curriculum, Living in Balance, Dialectical Behavioral Therapy, TCU mapping and the Matrix Model.
- Participate in weekly clinical staff team meetings and weekly LADC peer group to address issues and collaborate regarding mutual participants.
- Facilitate therapeutic assessment and alcohol and drug assessment for incoming participants using the GAIN and ASI assessments.
- Supervisor of associate, bachelor and master level social work and community mental health students.

- Provided appropriate interventions for 24 hour emergency on-call services.
- Facilitate therapeutic assessments

**Treatment Coordinator
Families in Transition**

June 2006 to May 2010

- Provided case management and support services to homeless families and individuals
- Facilitated groups on budgeting, organization and self improvement skills
- Researched and coordinated referrals to community agencies
- Provided appropriate interventions for 24 hour emergency on-call services
- Participate in weekly supervision for LADC licensure

MSW Intern

May 2009 to May 2010

Bedford Counseling – Mental Health Center of Greater Manchester

- Conduct intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis
- Provide therapeutic intervention services to twenty-two individuals using client specific therapeutic interventions
- Attend therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

INTERESTS AND ACTIVITIES

NH Providers Association- Board Member

July 2014 -Present

Participant of the Homeless Health Care Advisory Board

June 2012 – December 2014

CONNECT Suicide Prevention and Postvention Facilitator

June 2011 – Present

Volunteer Varsity Field Hockey Coach

August 2002 to 2009

Manchester Central High School - Manchester, New Hampshire

- Coach high school girls in field hockey skills
- Facilitate group discussions, encourage participation, and instruct field hockey workouts and play strategies

REFERENCES – AVAILABLE UPON REQUEST

Melissa LaPlace

Areas of Specialty:

- NH LADC
- CPI Certified (Crisis Prevention Intervention)
- Substance Abuse & co-occurring disorders
- Domestic Violence/Sexual Assault/Trauma Services
- Group/Individual Therapy Facilitation
- Teamwork/ Communication
- Effective Leadership
- Organization and Documentation Skills
- NH Notary of the Public

Education:

Graduate Program: Community Mental Health
Southern New Hampshire University

September 2010- January 2011

Bachelor of Arts in Psychology
University of New Hampshire

September, 2007 - September, 2010

University of Nevada, Las Vegas
Major: Psychology

August, 2003 - May, 2006

Experience:

Families in Transition-Family Willows **Intake Coordinator**

September 2014- Current

- Completes LADC evaluations (up to 15 per week) using the DENS ASI at the office and at the Hillsboro Correctional Facility.
- Facilitate Group Therapy for a co-occurring intensive outpatient program that specializes in trauma informed services.
- Treatment Coordination for a designated case load of high risk clients.
- Outreach coordinating with other community agencies by attending city collaboration meetings, college organized events, and NH provider's conferences.
- Completed clinical evaluations with Insurance providers to get prior authorization and concurrent reviews to cover substance use disorder services.

Merrimack River Medical Service **Substance Abuse Clinician**

April 2014-June 2014

- Intake Services using a biopsychosocial recovery tool to complete assessment and coordinate treatment.
- Caseload of 50+ Patients
- Arranged Guest Dosing and other transition of services with other community and national providers.
- Thorough documentation of all encounters with clients, in addition to reviewing multiple reports regarding treatment progression, evaluations, and the coordination of services.

Habit OPCO **Substance Abuse Clinician**

July 2010-April 2014

- Responsible for individual counseling for personal caseload of up to 80+ patients.
- Manage/Facilitate multiple (up to 6/weekly) support groups and family counseling sessions.
- Thorough documentation of client's progress during treatment through progress notes, treatment plans; semi- annual evaluations
- Management of client's dosage with intentions to stabilize and progress to an illicit-free life style.

YWCA NH- "Emily's Place"- Confidential Shelter

Substance Abuse Coordinator & Crisis Counselor

January 2010- July 2010

- Trained as a crisis direct service advocate; have confidentiality as stated in NH statute 173-c; over 725 direct service crisis intervention hours;
- Manage/facilitate specialized group & individual evidence based curriculum & support groups;
- Responsible for all documentation of client's progress while in shelter; social, personal, vocational, and educational development and adjustment.
- Community Liaison in inner city environment for clients to provide a holistic approach to recovery; community partners include; local law enforcement, DCYF and community-12 step programs.

NH Department of Corrections- State Prison for Women

Substance Abuse Case Manager

September 2009- January 2010

- Coordinated and provided evidence-based substance abuse prevention & treatment counseling with incarcerated females;
- Implemented 28 day program to incarcerated females & analyzed pre & post evaluations for successful program measurements & outcomes.
- Provided case management for incarcerated females duties included; intake evaluations, relapse prevention groups, team member of Substance Abuse Services (SAS), coordinated Shea farm (halfway house) re-entry services & created housing manual.

Hillcrest Terrace- Goffstown, NH

Community Events Volunteer

September 2009- May 2009

- Built and maintained key community relationships with community partners;
- Demonstrated organizational and time management skills;
- Facilitated group & individualized activities for clients.

Bertucci's Italian Restaurant- Manchester, NH

Shift Supervisor, Bartender, Waitress

June 2006- August 2011

- Exceptional analytical and statistical knowledge using general mathematical skills;
- Train service staff to enhance customer service and increase profits through suggestive selling;

Accomplishments:

- Current NH License Alcohol and Drug Counselor (License Valid until 2/12/17).
 - Crisis Prevention Intervention Certified (Certificate Valid until 10/25/16).
 - Some Graduate work at Southern New Hampshire University 2010-2011 for the Community Mental Health Program.
 - Implemented the "Recovery Zone at Emily's Place- Confidential DV Shelter.
 - Women's Leadership Training Institute; "Re-teaching effective leadership to women in recovery."
 - Trained in Lethality Assessment Program through Manchester, NH Police Department.
 - Attended multiple trainings regarding trauma, co-occurring and substance use disorders.
 - Undergraduate Research Conference; 2009.
 - Dean's List UNH: 2008, 2009, and 2010.
 - 100+ words per minute typing ability
 - Worked with multiple computer programs (SMART, WITS, MICROS, QUICKBOOKS)
 - Efficient in Microsoft Outlook, Word, Excel, Power point
 - NH Notary of the Public (Valid 10/21/2015)
-

Maureen McMahon, MBA, MS, LADC & LADC-I

Highly talented Human Services professional with experience in Program Management, Staff Development and Relationship Building

Human Services professional with a passion for excellence. Demonstrated ability to design and implement operational enhancements to ensure consistency and profitability for the non-profit sector. Dynamic leadership ability to manage and direct personnel in performing key operational functions. Effectively expedite daily operations by nurturing and maintaining strong relationships with clients and all levels of staff. Ability to adapt to culturally diverse environments, display attitude of compassion and commitment to health and well-being. Known for sound judgement, leadership and mentoring skills. Excellent written and verbal skills along with computer skills, problem solving and conflict resolution.

Areas of Expertise

- Training/Mentoring
 - Capacity Building
 - Communication
 - Conflict Resolution
 - Relationship Building
 - Budget Management
 - Project Management
 - Regulatory Compliance
 - Counseling
 - Records Management
 - Quality Assurance
 - Facilitation
-

Education

Master's Degree in Business Administration (Human Resource Management) Southern New Hampshire University

Master of Science in Organizational Leadership Southern New Hampshire University

Bachelor of Science in Human Relations Springfield College

Associate's Degree in Psychology New Hampshire Technical Institute

New Hampshire Licensed Alcohol and Drug Counselor

Experience

Management - Clinical Director

- Effectively researched, designed and implemented procedures for document quality and compliance
- Developed training and orientation materials designed to streamline intake procedures for counselors and clients
- Trained and mentored new counselors, ensuring consistent facilitation and counseling practices
- Facilitated individual and group supervision
- Collected available information on social, educational and economic factors to facilitate creation of an optimal treatment plan
- Assisted customers in developing individual treatment plans. Plans included short and long-term goals and strategies to successfully achieve them

Administration

- Developed and maintained proprietary databases for profit and non-profit settings to include demographic information including age, residency, education and economic & financial status
- Reviewed and approved progress notes, treatment plans and assessments
- Acted as Hearing Officer to review client termination and appeals
- Maintained client records according to agency protocol and confidentiality

Counseling

- Met with clients individually and collaboratively to discuss recovery, wellness and relapse prevention
- Effectively managed caseloads of 85 to 95 clients
- Responded to requests from family and outside organizations in a timely manner
- Strive to continuously utilize the latest knowledge in addiction treatment
- Developed treatment plans focused on patient goals; educated patients, families and community members on addiction issues
- Used multi-faceted program delivery to accommodate multiple learning styles in a workshop setting

Work Experience

Clinical Director LADC-I, Pegasus House, Lawrence, MA	Present
LADC, Concord Hospital, Concord, NH	2013-2015
LADC, Habit Opco, Manchester, NH	2011-2013
Counselor/Relationship Specialist, Merrimack River Medical Services, Hudson, NH	2009-2011
Counselor/Relationship Specialist, Colonial Management Group, L.P., Manchester, NH	2007-2009
Legal Assistant, Wiggin & Nourie, Manchester, NH	2005-2006
Legal Administrative Assistant, Cook, Little, Rosenblatt & Manson, L.P., Manchester, NH	2001-2005

Continuing Education

Counseling Techniques • Boundaries and Ethics • DWI Symposium Parts I, II, III • Treatment Planning • Dual Diagnosis Methadone and Prenatal Care • Psychology of an Opiate Addict • Medication Management • Recovery and Resilience • Understanding "Trauma" • Addiction as a Chronic Illness • Co-Occurring Recovery • Infection Control • Driver Risk Inventory I, II • HIV Education/IV Use/Prevention • HIV Trends and Treatment

Additional Skills & Qualifications

Notary Public • CPR Certification • Microsoft Office Suite • LexisNexis Research • Carpe Diem • Juris Billing, Accounting & Financial Management

Stephanie Allain Savard, LICSW

Licensure and Education:

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

Professional Experience:

- Vice-President, Families in Transition, Manchester, NH, 1/97 – Present.*
- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
 - Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
 - Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
 - Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
 - Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
 - Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

Counselor/Family Service Worker, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.

- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

Professional Affiliations and Volunteer Experience:

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

Awards & Professional Memberships:

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jennifer Mellor	Recovery Support Worker	38,376	100%	38,376
Karen Frarie	Therapist	55,100	100%	55,100
Liz Valente	Therapist	55,100	100%	55,100
Mary Curtis	Bus Driver	5,330	50%	2,665
Meghan Shea	Clinical & Supportive Services Manager	69,670	100%	69,670
Melissa LaPlace	Intake Coordinator	33,500	100%	33,500
Maureen McMahon	Treatment Coordinator	43,000	100%	43,000
Stephanie Savard	COO	131,329	5%	6,566



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

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G+c 6/29/16

Jeffrey A. Meyers
 Commissioner

Katja S. Fox
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9422 1-800-852-3345 Ext. 9422
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 16, 2016

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.

2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
Total	\$12,032,600	\$0	\$12,032,600

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

Please see attached financial details.

EXPLANATION

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose

deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

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

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffery A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:
 - 18.1. The Contractor shall meet the minimum staffing requirements as follows:
 - 18.1.1. Provide at least one:
 - 18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); and/or
 - 18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:
 - 18.1.2.1. An MLADC; or
 - 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and



-
- 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
- 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
3. Add to Exhibit A Scope of Services, Section 18.11 as follows
- 18.11. The Contractor agrees to the following:
- 18.11.1. The new rates in Exhibit B-1 Amendment #1.
- 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
- 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
- 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
- 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
- 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.
4. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
- 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
5. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



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

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

State of New Hampshire
Department of Health and Human Services

6/15/16
Date

[Signature]
Katja S. Fox
Director

Families in Transition

6-14-16
Date

[Signature]
NAME Maureen Beauregard
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on 6/14/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

Ruth Syrek, Admin Asst. , Notary Public

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



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

OFFICE OF THE ATTORNEY GENERAL

6/15/14
Date


Name: Megan A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B-1 Amendment #1

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
- a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Intensive Outpatient	\$104.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 per week
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$72,115, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



Jeffery A. Meyers
Commissioner

Kathleen A. Dunn
Associate Commissioner
Medicaid Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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mac

3/24/16

March 7, 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, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300

Vendor	Budgeted Amount
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
Total	\$11,451,100

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

Please see Attachment A for fiscal details.

EXPLANATION

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

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

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Kathleen A. Dunn
Associate Commissioner



David Clapp
Facilities

Approved by:



Jeffery A. Meyers
Commissioner

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/ Extended On-Site Monitoring (ASM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X								X	X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X	X								X	X	X	X	X		X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X								X	X	X	X	X		X
Headrest, Inc.	X	X	X								X	X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X	X	X	X		X
Manchester Alcoholism Rehabilitation Center (Subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X		X		X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X			X		X	X		X
Phoenix Houses of New England - Total	X	X	X	X	X	X	X			X		X		X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X	X	X	X	X	X	X			X		X	X		X
Tri-County Community Action Program, Inc.	X	X	X	X	X	X	X				X	X		X	X		X
The Youth Council	X	X	X	X	X	X	X					X		X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service.



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

Substance Use Disorder Treatment
and Recovery Support Services

(RFP) #16-DHHS-DCBCS-BDAS-03

RFP Name

RFP Number

Reviewer Names

- Bidder Name**
1. Concord Hospital, Inc.
 2. Families First of the Greater Seacoast
 3. Families in Transition
 4. Goodwin Community Health
 5. Grafton County
 6. Greater Nashua Council on Alcoholism, Inc.
 7. HALO Educational Systems
 8. Headrest, Inc.
 9. Horizons Counseling Center, Inc.
 10. Manchester Alcoholism Rehabilitation Center
(subsidiary of Easter Seals New Hampshire Inc.)
 11. National Council on Alcoholism and Drug
Dependency/Greater Manchester
 12. Phoenix Houses of New England
 13. South Eastern New Hampshire Alcohol and Drug
Abuse Services
 14. Tri-County Community Action Program, Inc.
 15. The Youth Council

Maximum Points	Actual Points
945	687
945	715
945	751
945	587
945	492
945	820
945	460
945	390
945	717
945	661
945	684
945	626
945	562
945	570
945	515

1. Jaime Powers, BDAS Clinical
Services Unit Administrator
2. Linda Parker, BDAS Program
Specialist IV
3. Paul Kiernan, BDAS Program
Specialist IV
4. Michele Harlan, DHHS Director of
Mental Health Services
5. Rhonda Siegel, DPHS,
Administrator II
6. Donna Ferland, NH Hospital
Administrator III / Financial Mngr
7. P. J. Nadeau, DHHS Financial
Manager
8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-03)

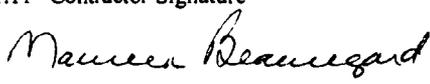
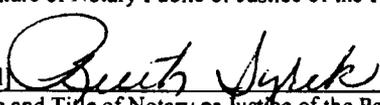
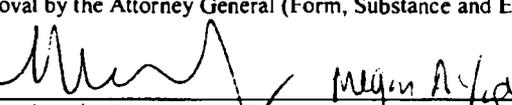
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Families in Transition		1.4 Contractor Address 122 Market Street Manchester, NH 03101	
1.5 Contractor Phone Number 603 641-9441 x 222	1.6 Account Number 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$357,600.
1.9 Contracting Officer for State Agency Eric Borin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	
1.13 Acknowledgement: State of NH, County of Hillsborough On 2/26/2016, 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 <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: right;"> RUTH A. SYREK, Notary Public My Commission Expires October 16, 2018 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin Assistant, Notary Public			
1.14 State Agency Signature  Date: 3/2/14		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/6/14			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. 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.

2. Definitions

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.



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- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks



Exhibit A

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the population, in Section 3.2 who:

- 3.1.1. Have a substance use disorder; and
- 3.1.2. Have income below 400% Federal Poverty Level; and
- 3.1.3. Are Residents of New Hampshire; or
- 3.1.4. Are homeless in New Hampshire.



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- 3.2. The Contractor agrees to provide services in this Contract with a focus on pregnant women and women with dependent children populations that includes, but not limited to:
- 3.2.1. Adolescents;
 - 3.2.2. Adults
 - 3.2.3. Pregnant women;
 - 3.2.4. Women with dependent children;
 - 3.2.5. Injection drug users;
 - 3.2.6. Individuals with co-occurring substance use and mental health disorders;
 - 3.2.7. Veterans; and/or
 - 3.2.8. Individuals who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

4. Substance Use Disorder Treatment Services

- 4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:
- 4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.
- 4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment Section 4.1.1.
- 4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.
- 4.4. The Contractor shall submit for Department approval, changes to service components



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in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.



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- 6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing childcare while a client attends a treatment appointment.
- 6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be required in order to provide the enhanced service.
- 6.1.1.3. Submitting for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.
- 6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
 - 6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
 - 6.2.1.3. A MLADC or LADC
 - 6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

7. Enrolling Clients for Services

- 7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:
 - 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
 - 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
 - 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.



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- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .
- 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.
- 7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:
 - 7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.
- 7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:
 - 7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);
 - 7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;
 - 7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6
 - 7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:
 - 7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or
 - 7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:
 - 1. A service with a lower ASAM Level of Care;
 - 2. A service with the next available higher ASAM Level of Care;
 - 3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
 - 4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 7.3. The Contractor agrees to provide services to all eligible clients who:
 - 7.3.1. Receive Medication Assisted Treatment services from other providers such as a



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client' primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occurring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:



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- 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or
- 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

8. Waitlist

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.
 - 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
 - 8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.
 - 8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:
 - 8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.
 - 8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.
 - 8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.
 - 8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.
 - 8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.
 - 8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.



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9. Client Fees and Assistance with Enrolling in Insurance Programs

- 9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:
- 9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.
 - 9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment
 - 9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
 - 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
 - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
 - 9.1.3.3. Develop payment plans.
 - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.
- 9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.
- 9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

10. Service Delivery Activities and Requirements

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
- 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall



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integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

- 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:
 - 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
 - 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
 - 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
 - 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
 - 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
 - 10.4.3. Medication assisted treatment provider.
 - 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.



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- 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
- 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
 - 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
 - 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:
 - 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
 - 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
 - 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
 - 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
 - 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to



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resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

10.9.4. The Requirements in Exhibit K.

11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:



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- 11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.
- 11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:
 - 11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.
 - 11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.
 - 11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.
- 11.1.3. Inquire on the status of each client's recovery.
- 11.1.4. Identify any client needs.
- 11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.
- 11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.
- 11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
- 11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.
- 11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:
 - 11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
 - 11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.
 - 11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

12. Tobacco Cessation

- 12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:
 - 12.1.1. Asses clients for motivation in stopping the use of tobacco products;



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- 12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
- 12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

13. Tobacco Free Environment

- 13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
 - 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 13.1.2. Apply to employees, clients and employee or client visitors;
 - 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.
 - 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
 - 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
 - 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
 - 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
 - 13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.
 - 13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
 - 13.1.7. Prohibit tobacco use in any company vehicle.
 - 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
 - 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

14. Resiliency and Recovery Oriented System of Care (RROSC)

- 14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:
 - 14.1.1. Provide families and communities with education around Substance Use



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Disorders Treatment and Recovery Support Services;

- 14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

15. Service Management and Monitoring

- 15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
 - 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
 - 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.
 - 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

16. Service Area

- 16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

17. Residential Facilities License

- 17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

18. Staffing Requirements

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
 - 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
 - 18.1.3. A sufficient number of:
 - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision;



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and/or

- 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
- 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
 - 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
 - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
 - 18.4.3. Provide ongoing clinical supervision that includes:
 - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 - 18.4.6. Content that covers the:
 - 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
 - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
 - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.



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- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
- 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
- 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 18.8.1. The contract requirements;
 - 18.8.2. Requirements in Exhibit K;
 - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
 - 18.8.4. All other relevant policies and procedures provided by the Department.
- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

19. Web Information Technology System

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.



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20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10th day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

21. Performance Incentives

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is



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available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 rd and/or 6 th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.



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5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
 - a. Total number of clients screened for services
 - b. Number of client screened appropriate for services
 - c. Number of clients engaging in services who's payer was:
 - i. This contract
 - ii. New Hampshire Health Protection Plan
 - iii. New Hampshire Medicaid
 - iv. Medicare
 - v. Private Insurance
 - vi. Self-Pay

22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.



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- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

23. Notifications and Remedies for Liquidated Damages.

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
 - 23.1.1. A citation to the Contract provision violated.
 - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
 - 23.1.3. The basis for the Department's determination that the remedies shall be



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imposed.

- 23.1.4. A request for a Corrective Action Plan.
- 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
- 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
 - 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
 - 23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
 - 23.2.3. The Director shall provide written notice of the time, format and location of the presentation.
 - 23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.
 - 23.2.5. The Director may appoint a designee to hear and determine the matter.

24. State and Federal Requirements

- 24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
- 24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.



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- 24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 24.2.4. The program provides or arranges for child care with the women are receiving services.
 - 24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
 - 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
- 24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 24.3.1.1. 14 days after making the request; or
 - 24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 24.3.2. The program offers interim services that include, at a minimum, the following:
 - 24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure



Exhibit A

that HIV and TB transmission does not occur

- 24.3.2.2. Referral for HIV or TB treatment services, if necessary
- 24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- 24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
- 24.3.4. The program has a mechanism that enables it to:
 - 24.3.4.1. Maintain contact with individuals awaiting admission
 - 24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 1. Such persons cannot be located for admission into treatment or
 - 2. Such persons refuse treatment
- 24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 24.3.6. The program has procedures for:
 - 24.3.6.1. Selecting, training, and supervising outreach workers.
 - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
 - 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
 - 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services



Exhibit A

- to each individual receiving treatment for substance abuse:
- 24.3.7.1. Counseling the individual with respect to TB.
 - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
- 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 24.3.9.3. Case management activities to ensure that individuals receive such services.
 - 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
- 24.3.10.1. To pregnant and injecting drug users first.
 - 24.3.10.2. To other pregnant substance users second.
 - 24.3.10.3. To other injecting drug users third.
 - 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to



Exhibit A

pregnant women who cannot be admitted because of lack of capacity.

- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
 - 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
 - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 24.3.15.3. A physician makes a determination that the following conditions have been met:
 - 1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor



Exhibit A

- remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
- 24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
- 24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to



Exhibit A

reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
 - 4.1. The Contractor agrees to:
 - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
 - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
 - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
 - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
 - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
 - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the



Exhibit B

Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.
 - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
 - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Enhanced Services (See Section 6) as follows:
- 5.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 5.1.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 5.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 5.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 5.1.4.1. Submit separate batches for each billing month.
 - 5.2. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Enhanced Services:
- 6.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3
 - 6.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.
 - 6.3. The Contractor shall submit actual expenses on a Department defined invoice.
 - 6.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.



Exhibit B

- 6.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.
- 6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:
 - 7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.
8. Sliding Fee Scale
 - 8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Enhanced Services (See Section 6) as follows:
 - 8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:
 - 8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
 - 8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
 - 8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
 - 8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
 - 8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
 - 8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
 - 8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.



Exhibit B

- 8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
9. Non Reimbursement for Services
- 9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
- 9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
 - 9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
 - 9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
 - 9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
- 9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.
10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
11. Funding may not be used to replace funding for a program already funded from another source.
12. The Contractor will keep records of their activities related to Department programs and services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.



Exhibit B

15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

- 15.2.1. Make cash payments to intended recipients of substance abuse services.
- 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

- 15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service and Fee Table

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
 - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Intensive Outpatient	\$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 per week
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$72,115, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



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



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: Families in Transition

2/26/16
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President



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: Families in Transition

2/26/16
Date


Name: Maureen Beauregard
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Families in Transition

2/26/16
Date


Name: Maureen Beaugard
Title: President



**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 IBP

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Families in Transition

2/26/16
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

Exhibit G

Contractor Initials MB

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Families In Transition

2/26/16
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health & Human Services
The State

Kathleen A. Dunn
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

3/2/16
Date

Families in Transition
Name of the Contractor

Maureen Beauregard
Signature of Authorized Representative

Maureen Beauregard
Name of Authorized Representative

President
Title of Authorized Representative

2/26/16
Date



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

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

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

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

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

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

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

Contractor Name: Families in Transition

2/26/16
Date


Name: Maureen Beauregard
Title: President



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.

The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:

- 1.1.1. Ownership;
- 1.1.2. Physical location;
- 1.1.3. Name.

1.2. When there is a new administrator, the following shall apply:

1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;

1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:

1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;

1.2.2.2. A resume identifying the name and qualifications of the new administrator; and

1.2.2.3. Copies of applicable licenses for the new administrator;

1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.

1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:

1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and

1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.

For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:

- 2.1.1. The facility premises;
- 2.1.2. All programs and services provided under the contract; and
- 2.1.3. Any records required by the contract.

2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

3.1. The department shall impose administrative remedies for violations of contract requirements, including:

- 3.1.1. Requiring a contractor to submit a plan of correction (POC);
- 3.1.2. Imposing a directed POC upon a contractor;
- 3.1.3. Suspension of a contract; or
- 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
 - 3.12.3. A revised POC submitted has not been accepted.



Exhibit K

4. Duties and Responsibilities of All Contractors.
 - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
 - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
 - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
 - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
 - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
 - 4.6. The contractor shall:
 - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
 - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
 - 4.7. The contractor shall post the following documents in a public area:
 - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
 - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
 - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
 - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
 - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
 - 4.11. The contractor shall:
 - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
 - 4.11.2. Submit additional information if required by the department; and
 - 4.11.3. Report the event to other agencies as required by law.
 - 4.12. The contractor shall implement policies and procedures for reporting:
 - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
 - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
 - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
 - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



Exhibit K

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

 - 4.21.1. Client rights, grievance and appeals policies and procedures;
 - 4.21.2. Progressive discipline, leading to administrative discharge;
 - 4.21.3. Reporting and appealing staff grievances;
 - 4.21.4. Policies on client alcohol and other drug use while in treatment;
 - 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
 - 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
 - 4.21.7. Policies and procedures for holding a client's possessions;
 - 4.21.8. Secure storage of staff medications;
 - 4.21.9. A client medication policy;
 - 4.21.10. Urine specimen collection, as applicable, that:



Exhibit K

- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
 - 4.21.11.1. Medical emergencies;
 - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.21.11.3. Reporting employee injuries;
 - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.21.11.5. Emergency closings;
 - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
 - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
 - 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;
 - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
 - 6.3.4. Has been diagnosed with a mental health disorder.
 - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;



Exhibit K

- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
 - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
 - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
 - 7.3.4.7. The contractor's infection prevention program;
 - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
 - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
 - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



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- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
 - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
 - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
 - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
 - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
 - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
 - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;



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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
 - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.4. Supervision shall include following techniques:
 - 8.1.4.1. Review of case records;
 - 8.1.4.2. Observation of interactions with clients;
 - 8.1.4.3. Skill development; and
 - 8.1.4.4. Review of case management activities; and
 - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
 - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
 - 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
 - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



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- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
- 9.3.2. Requirements for successfully completing the program;
- 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
- 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
- 10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
 - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
 - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
 - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
 - 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.



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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
- 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
- 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
- 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and
 - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
- 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
- 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
 - 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
 - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
 - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
 - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
 - 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;



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- 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
 - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
 - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
 - 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
 - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
 - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
 - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
 - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
 - 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
 - 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
 - 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights



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- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
 15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
 16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
 - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
 - 16.2.3. Freedom from personal or financial exploitation.
 - 16.3. Clients shall have the right to privacy.
 17. Client Confidentiality
 - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:



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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:



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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



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- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and



Exhibit K

- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.