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55

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909

Diane Langley, Director
Sheri Rockburn, Director

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 24, 2014

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

51% Federal funds
49% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services to amend an existing Agreement with the New Hampshire Alcohol and Drug Abuse Counselors Association (NHADACA), 130 Pembroke Road, Suite 100, Concord, New Hampshire 03301 (Vendor #170428 B001), by changing the Contractor's address and phone number, and revising line item budget amounts, with no change to the total price limitation, effective upon Governor and Executive Council approval through June 30, 2015. The Governor and Executive Council approved the original contract on July 10, 2013, Item #51.

Funding is available in the following accounts for State Fiscal Years 2014 and 2015, with the authority to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, if needed and justified and within the price limitation, without further approval from Governor and Executive Council.

05-95-49-49150-2990 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, CLINICAL SERVICES

| State Fiscal Year | Class/Account | Class Title | Job Number | Current Budget | Increase (Decrease) Amount | Revised Modified Budget |
|-------------------|---------------|------------------------|------------|----------------|----------------------------|-------------------------|
| 2014 | 102-500734 | Contracts for Prog Svc | 49155369 | \$ 16,000 | \$ 0 | \$ 16,000 |
| 2015 | 102-500734 | Contracts for Prog Svc | 49155369 | \$ 16,000 | \$ 0 | \$ 16,000 |
| | | | Sub-total | \$ 32,000 | \$ 0 | \$ 32,000 |

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

| State Fiscal Year | Class/Account | Class Title | Job Number | Current Modified Budget | Increase (Decrease) Amount | Revised Modified Budget |
|-------------------|---------------|------------------------|------------|-------------------------|----------------------------|-------------------------|
| 2014 | 102-500734 | Contracts for Prog Svc | 49156502 | \$ 69,000 | \$ 0 | \$ 69,000 |
| 2014 | 102-500734 | Contracts for Prog Svc | 49153338 | \$ 15,000 | \$ 0 | \$ 15,000 |
| 2015 | 102-500734 | Contracts for Prog Svc | 49156502 | \$ 69,000 | \$ 0 | \$ 69,000 |
| 2015 | 102-500734 | contracts for Prog Svc | 49153338 | \$ 15,000 | \$ 0 | \$ 15,000 |
| | | | Sub-total | \$168,00 | \$ 0 | \$168,000 |

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, GOVERNOR COMMISSION FUNDS

| State Fiscal Year | Class/Account | Class Title | Job Number | Current Budget | Increase (Decrease) Amount | Revised Modified Budget |
|-------------------|---------------|------------------------|------------|----------------|----------------------------|-------------------------|
| 2014 | 102-500734 | Contracts for Prog Svc | 49158501 | \$ 69,000 | \$ 0 | \$ 69,000 |
| 2015 | 102-500734 | Contracts for Prog Svc | 49158501 | \$ 69,000 | \$ 0 | \$ 69,000 |
| | | | Sub-total | \$ 138,000 | \$ 0 | \$ 138,000 |

05-95-49-49150-2993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BUREAU OF DRUG AND ALCOHOL SERVICES, SAMHSA GRANTS-ATR

| State Fiscal Year | Class/Account | Class Title | Job Number | Current Budget | Increase (Decrease) Amount | Revised Modified Budget |
|-------------------|---------------|------------------------|------------|----------------|----------------------------|-------------------------|
| 2014 | 102-500734 | Contracts for Prog Svc | 49155900 | \$ 4,000 | \$ 0 | \$ 4,000 |
| 2015 | 102-500734 | Contracts for Prog Svc | 49155900 | \$ 4,000 | \$ 0 | \$ 4,000 |
| | | | Sub-total | \$ 8,000 | \$ 0 | \$ 8,000 |
| | | | Total | \$ 346,000 | \$ 0 | \$346,000 |

EXPLANATION

The purpose of this Requested Action is to amend Exhibit B-1 Budget by adjusting line item expenses within the price limitation and according to paragraph 18 of the General Provisions, this change must be made in writing and approved by Governor and Executive Council.

Additionally, this Requested Action also amends the General Provisions Agreement, sections 1.4, Contractor address and 1.5, Contractor phone number and amends Exhibit B by adding language for the authority to adjust amounts if needed and justified within and between State Fiscal years and within the price limitation, without further approval from Governor and Executive. This will allow the Department to make accounting changes without seeking Governor and Executive Council approval.

The Contractor's move to a new physical location has necessitated line item changes within the current budget to allow for the change in occupancy and venue costs. Occupancy rates for the new office space have increased, however this space includes two classrooms that will be used for contracted services, therefore negating the need to rent venue space for each scheduled training.

Due to the nature of this work, budget line items such as consultant and travel fees can vary depending on particular trainer costs and the method of travel/length of stay needed for particular workshops. If this request is not approved, the State would lose the ability to move monies to pay for additional services that could be provided within the price limitation of this contract because those funds are in budget lines that have not been fully expended, but are not able to be reallocated.

The New Hampshire Alcohol and Drug Abuse Counselors Association was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on January 25, 2013 through March 25, 2013. In addition, a bidder's conference was held on February 22, 2013. A total of 2 proposals were received as a result of the RFP. Technical and Cost Proposals were reviewed and scored by a committee of five professionals from the Department based on the review criteria as stated in the RFP. The Committee recommended this bidder for contract.

The Contractor's performance in meeting these goals will be measured through quarterly meetings with the Bureau of Drug & Alcohol Services to ensure contract obligations are being met consistently and through demonstration of an 85% or better rating of trainee satisfaction through training evaluations which measure content, instructor knowledge and ability, and the transfer of knowledge, skills and attitudes to training participants.

Area Served: Statewide.

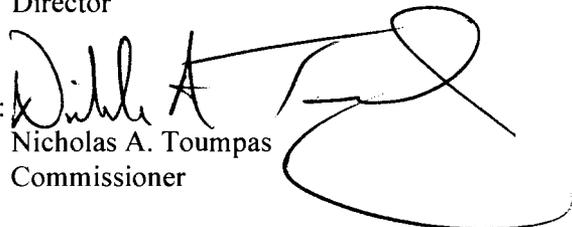
Source of Funds: 49% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 2% Federal Funds from the Substance Abuse and Mental Health Services Administration, Access to Recovery Grant, and 49% General.

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

Respectfully submitted,


Sheri Rockburn
Director

Approved by:


Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the New Hampshire Alcohol & Drug Abuse Counselors Association Contract**

This 1st Amendment to the New Hampshire Training for Alcohol and other Drug Abuse, Intervention, Treatment and Recovery Professionals contract (hereinafter referred to as "Amendment #1") dated this 18th day of April 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Alcohol & Drug Abuse Counselors Association (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 130 Pembroke Road, Suite 100, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the Contract by written agreement of the parties; and

WHEREAS the parties agree to adjust Budget line item amounts within the price limitation.

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

- 1) Amendment and Modification to P-37
 - a. Delete address in Box 1.4
 - b. Replace address in Box 1.4 with:
130 Pembroke Road, Suite 100
Concord, NH 03301
 - c. Delete phone number in Box 1.5
 - d. Replace phone number in Box 1.5 with:
603-225-7060
- 2) Amendment and Modification of Exhibit A.
 - a. Delete Exhibit A 1.3 Contractor responsibilities paragraph # 13.
- 3) Amendment and Modification of Exhibit B.
 - a. Delete Exhibit B.
 - b. Replace with Exhibit B Amendment #1.
- 4) Amendment and Modification of Exhibit B-1
 - a. Delete Exhibit B-1
 - b. Replace with Exhibit B-1 Amendment #1.

New Hampshire Department of Health and Human Services
New Hampshire training for alcohol and other drug abuse prevention, intervention,
treatment and recovery professionals



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,

5/5/14
Date

State of New Hampshire
Department of Health and Human Services

[Signature]
NAME
TITLE

New Hampshire Alcohol & Drug Abuse Counselors
Association

4/23/14
Date

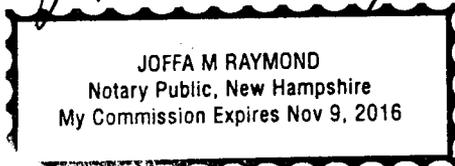
[Signature]
NAME Peter Dal Pra
TITLE President

Acknowledgement:

State of NH, County of Merrimack on 4/23/14, 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



New Hampshire Department of Health and Human Services
New Hampshire training for alcohol and other drug abuse prevention, intervention,
treatment and recovery professionals



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

OFFICE OF THE ATTORNEY GENERAL

5-14-14
Date

Rosemary Wisant
Name: Rosemary Wisant
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B-1.
2. Account Numbers;
#010-049-2990-102-500734
#010-049-2988-102-500734
#010-049-2989-102-500734
#010-049-2993-102-500734
3. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:
 - 3.1. \$138,000.00 funded from 100% Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment general funds.
 - 3.2. \$138,000.00 funded from 100% federal funds from the Department of Health and Human Services, Substance Abuse Prevention and Treatment Block Grant (DHHS, SAPT), CFDA #93.959.
 - 3.3. \$8,000.00 funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Access to Recovery Grant, (SAMHSA, ATR), CFDA #93.275.
 - 3.4. \$30,000.00 funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Partnership for Success Grant (SAMHSA, PFS), CFDA #93.243.
 - 3.5. \$32,000.00 funded from 100% general funds.
 - 3.6. TOTAL: \$346,000.00
4. Payment for said services shall be made as follows:
The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 Amendment #1, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B Amendment #1

6. The contractor shall report revenues generated by services provided under this contract on a monthly basis on monthly financial reimbursement forms and shall spend at least 80% of said revenues on development and provision of services as stated in this Scope of Services;
 - 6.1. Reinvestment funds will be spent on program and workforce enhancements.
 - 6.2. Contractor shall track revenues against reinvestment fund budgeted totals of \$30,000 and \$31,000 for State Fiscal Years 2014 and 2015, respectively; and report progress as part of monthly financial reporting

Budget

Exhibit B-1 Amendment #1

Budget
 New Hampshire Training for Alcohol and Other Drug Abuse, Intervention, Treatment and Recovery Professionals
 Budget Period: July 1, 2013 through June 30, 2015 REVISED

| Line Item | SFY 14 Program Funds Requested | SFY 14 Increase / (Decrease) Budget | Total Budget | SFY 15 Program Funds Requested | Total Budget |
|----------------------------------|--------------------------------------|--|----------------------|--------------------------------------|----------------------|
| 1. Total Salary/Wages | \$ 66,422.00 | | \$ 66,422.00 | \$ 67,567.00 | \$ 67,567.00 |
| 2. Employee Benefits | \$ 21,919.00 | | \$ 21,919.00 | \$ 22,297.00 | \$ 22,297.00 |
| 3. Consultants | \$ 10,300.00 | \$ 195.00 | \$ 10,495.00 | \$ 10,400.00 | \$ 10,400.00 |
| 4. Equipment: | | | | | |
| Repair and Maintenance | \$ 580.00 | \$ 212.00 | \$ 792.00 | \$ 580.00 | \$ 580.00 |
| Purchase/Depreciation | \$ 300.00 | \$ 244.00 | \$ 544.00 | \$ 300.00 | \$ 300.00 |
| 5. Supplies: | | | | | |
| Educational | \$ 2,000.00 | \$ (212.00) | \$ 1,788.00 | \$ 2,000.00 | \$ 2,000.00 |
| Office | \$ 2,000.00 | \$ (354.00) | \$ 1,646.00 | \$ 2,000.00 | \$ 2,000.00 |
| 6. Travel | \$ 5,000.00 | | \$ 5,000.00 | \$ 4,000.00 | \$ 4,000.00 |
| 7. Occupancy | \$ 5,500.00 | \$ 2,414.00 | \$ 7,914.00 | \$ 5,500.00 | \$ 5,500.00 |
| 8. Current Expenses | | | | | |
| Telephone | \$ 2,100.00 | \$ 454.00 | \$ 2,554.00 | \$ 2,100.00 | \$ 2,100.00 |
| Postage | \$ 510.00 | \$ (300.00) | \$ 210.00 | \$ 510.00 | \$ 510.00 |
| Audit and Legal | \$ 700.00 | \$ 100.00 | \$ 800.00 | \$ 700.00 | \$ 700.00 |
| Insurance | | \$ 100.00 | \$ 100.00 | | \$ - |
| 9. Software | \$ 100.00 | | \$ 100.00 | \$ 100.00 | \$ 100.00 |
| 10. Marketing/Communications | \$ 1,200.00 | \$ (154.00) | \$ 1,046.00 | \$ 1,200.00 | \$ 1,200.00 |
| 11. Staff Education and Training | \$ 800.00 | \$ (780.00) | \$ 20.00 | \$ 800.00 | \$ 800.00 |
| 13. Other (Specify): | | | | | |
| CEU Applications | \$ 600.00 | \$ (90.00) | \$ 510.00 | \$ 600.00 | \$ 600.00 |
| Food/Venue Rental | \$ 4,969.00 | \$ (1,829.00) | \$ 3,140.00 | \$ 4,346.00 | \$ 4,346.00 |
| Scholarships | \$ 10,000.00 | | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| BDAS Targetted Training | \$ 3,000.00 | | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| ATR Targetted Training | \$ 4,000.00 | | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 |
| IDS Targetted Training | \$ 16,000.00 | | \$ 16,000.00 | \$ 16,000.00 | \$ 16,000.00 |
| PFS Targetted Training | \$ 15,000.00 | | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 |
| TOTAL | \$ 173,000.00 | \$ - | \$ 173,000.00 | \$ 173,000.00 | \$ 173,000.00 |

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of New Hampshire Alcohol & Drug Abuse Counselors Association.
(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 May 23, 2013:
(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 23rd day of April, 2014.
(Date Contract Signed)

4. Peter DalPra is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



Kelly Reardon, Secretary

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 23rd day of April, 2014,

By Kelly Reardon
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

PLACE SEAL

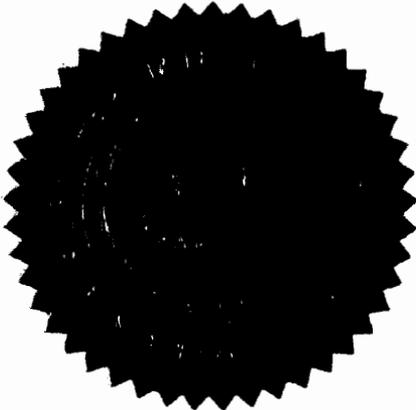
Commission Expires: Nov. 9, 14

GRACE B. SHAW
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Nov. 9, 2016

**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 NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION is a New Hampshire nonprofit corporation formed November 26, 1985. 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 8th day of April A.D. 2014

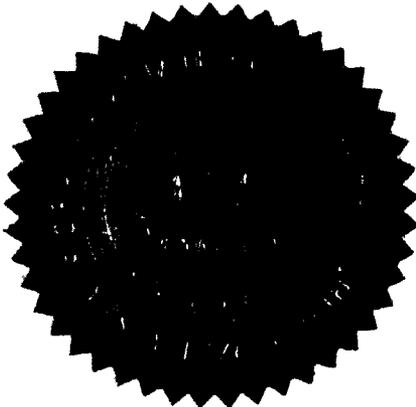
A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that New Hampshire Training Institute on Addictive Disorders is a New Hampshire trade name registered on October 22, 2010 and that NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 8th day of April, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2014

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

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

| PRODUCER Byse Agency Inc. 208 Union Ave. PO Box 1346 Laconia NH 03246 | CONTACT NAME: Kathleen Gilman PHONE (A/C No. Ext): (603) 524-4242 FAX (A/C No.): (603) 524-0748 E-MAIL ADDRESS: kgilman@byseinsurance.com | | | | | | | | | | | | | | | | | | | | |
|---|--|-------------------------------|--|--------|-----------|--------------------------|--|-----------|-----------------------------|--|------------|--|--|------------|--|--|------------|--|--|------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Markel Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B</td> <td>Travelers Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A | Markel Insurance Company | | INSURER B | Travelers Indemnity Company | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | |
| INSURER A | Markel Insurance Company | | | | | | | | | | | | | | | | | | | | |
| INSURER B | Travelers Indemnity Company | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED NH Alcohol & Drug Abuse Counselors Assoc., DBA NHTIAD 130 Pembroke Road, Ste. 100 Concord NH 03301 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: CL144204210 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | 8502SS2775088 | 6/30/2013 | 6/30/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR | | | | | | AGGREGATE \$ |
| | EXCESS LIAB | | | | | | \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | |
| | DED | | | | | | |
| | RETENTION \$ | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 6JUB0413N90813 | 5/3/2014 | 5/3/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT \$ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
States for which statutory Workers Compensation is provided: NH.
Owners/Officers/Partners excluded from Workers Compensation coverage: Board of Directors.

| | |
|---|---|
| CERTIFICATE HOLDER nhtiad@gmail.com NH Dept. of Health & Human Services Bureau of Drug & Alcohol Services 105 Pleasant Street Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kathleen Gilman/KAG |
|---|---|

51 *SW*

SW



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

June 21, 2013

5196 Federal
4976 General

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The New Hampshire Alcohol and Drug Abuse Counselors Association (NHADACA), (Vendor #170428 B001), 25 Country Club Road, Suite 604, Gilford, NH 03249, to provide training and workforce development activities for alcohol and other drug abuse prevention, intervention, treatment, and recovery support professionals, to be effective date of Governor and Council approval, through June 30, 2015, in an amount not to exceed \$346,000.00.

Funds are anticipated to be available in SFY 2014 and SFY 2015 depending upon the availability and continued appropriation of funds in future operating budgets.

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

| Class/ Account | Class Title | Fiscal Year | Job Number | Total Amount |
|----------------|------------------------|-------------|------------|--------------|
| 102-500734 | Contracts for Prog Svc | SFY 2014 | 49155369 | \$16,000.00 |
| 102-500734 | Contracts for Prog Svc | SFY 2015 | 49155369 | \$16,000.00 |
| | | | Sub-Total | \$32,000.00 |

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

| Class/ Account | Class Title | Fiscal Year | Job Number | Total Amount |
|----------------|------------------------|-------------|------------|--------------|
| 102-500734 | Contracts for Prog Svc | SFY 2014 | 49156502 | \$69,000.00 |
| 102-500734 | Contracts for Prog Svc | SFY 2014 | 49153338 | \$15,000.00 |
| 102-500734 | Contracts for Prog Svc | SFY 2015 | 49156502 | \$69,000.00 |
| 102-500734 | Contracts for Prog Svc | SFY 2015 | 49153338 | \$15,000.00 |
| | | | Sub-Total | \$168,000.00 |

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

| Class/Account | Class Title | Fiscal Year | Job Number | Total Amount |
|---------------|------------------------|-------------|------------|--------------|
| 102-500734 | Contracts for Prog Svc | SFY 2014 | 49158501 | \$69,000.00 |
| 102-500734 | Contracts for Prog Svc | SFY 2015 | 49158501 | \$69,000.00 |
| | | | Sub-Total | \$138,000.00 |

05-95-49-491510-2993 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, SAMHSA GRANTS-ATR

| Class/Object | Class Title | Fiscal Year | Job Number | Total Amount |
|--------------|------------------------|-------------|------------|--------------|
| 102-500734 | Contracts for Prog Svc | SFY 2014 | 49155900 | \$4,000.00 |
| 102-500734 | Contracts for Prog Svc | SFY 2015 | 49155900 | \$4,000.00 |
| | | | Sub-Total | \$8,000.00 |
| | | | Total | \$346,000.00 |

EXPLANATION

Funds in this agreement will be used to provide training and workforce development services that prepare alcohol and other drug abuse professionals to deliver policies, programs, and practices that improve outcomes of prevention, intervention, treatment and recovery support service activities to mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences.

Workforce problems have an impact on almost every aspect of prevention and treatment across all sectors of the diverse behavioral health field. The issues encompass difficulties in recruiting and retaining staff, marginal wages and benefits, limited access to relevant and effective training, and burdens on the workforce to meet high levels of demand with limited resources. The workforce of alcohol and other drug abuse professionals who provide prevention, intervention, treatment, and recovery support services is not sufficient to meet the growing need for those services and the necessary knowledge base for providing alcohol and other drug services has grown dramatically over the past several years. Research and outcome measures are informing the development of the most efficacious practices; new and current alcohol and drug professionals need access to this information. The improvement of care and the transformation of systems of care depend entirely on a workforce that is adequate in size and effectively trained and supported.

The goals of this contract are to offer trainings that will enhance the skills of the prevention, intervention, treatment, and recovery supports services workforce by: providing training opportunities that meet licensure or certification requirements; providing opportunities for cross-training within addiction services and across related fields to increase effective integration of services; and by providing affordable, accessible training that reaches a wide geographic audience.

The Contractor's performance in meeting these goals will be measured through quarterly meetings with the Bureau of Drug & Alcohol Services to ensure contract obligations are being met consistently and through demonstration of an 85% or better rating of trainee satisfaction through training evaluations which measure content, instructor knowledge and ability, and the transfer of knowledge, skills and attitudes to training participants.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 21, 2013
Page 3 of 3

Should the Governor and Executive Council determine to not authorize this Request, alcohol and other drug abuse professionals will not have sufficient access to training that meets licensing and certification requirements and will be ill prepared to deliver policies, programs, and practices that improve outcomes that mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences.

The New Hampshire Alcohol and Drug Abuse Counselors Association was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on January 25, 2013 through March 25, 2013. In addition, a bidder's conference was held on February 22, 2013. A total of 2 proposals were received as a result of the RFP. Technical and Cost Proposals were reviewed and scored by a committee of five professionals from the Department based on the review criteria as stated in the RFP. The committee recommended this bidder for contract. Specific areas of expertise of the review committee include: substance abuse treatment and recovery support services, budgeting and finance, training delivery and development, and organizational development. Three members of the review committee work in the substance abuse services field; one has been a substance abuse professional for 10 years, one is a business administrator and the other has been working in the training field for 12 years and as a training coordinator for substance abuse services for the last 5 years. The other two review committee members have combined experience of 48 years in the training delivery and organizational development field. The New Hampshire Alcohol and Drug Abuse Counselors Association received the highest score. The RFP Scoring Summary is attached.

This request covers services for the period July 1, 2013 to June 30, 2015, with an option to renew for two additional years, pending availability of funding, the agreement of the parties and approval of Governor and Council.

Area served: Statewide

Source of Funds: 49% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 2% Federal Funds from the Substance Abuse and Mental Health Services Administration, Access to Recovery Grant and 49% General.

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

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by



Nicholas A. Toumpas
Commissioner

RFP Score Summary

RFP# 13-DHHS-DCBCS-BDAS-02

Program Name: NH Bureau of Drug and Alcohol Services (BDAS)

Contract Purpose: *To provide training and workforce development services to prepare alcohol and other drug abuse professionals to deliver policies, programs, and practices that improve outcomes of prevention, intervention, treatment, and recovery support service activities to mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences.*

| | | Bidder Name | NHADACA | JSI/CHI |
|--------------------------------|----------------|------------------|-----------|-----------|
| TECHNICAL PROPOSAL | | | | |
| CRITERIA | Max Pts | | | |
| Formatting | 5 | | 4 | 5 |
| Experience & Capacity | 30 | | 23 | 23 |
| Training Delivery | 30 | | 28 | 21 |
| Collaboration | 20 | | 17 | 17 |
| Marketing | 5 | | 5 | 4 |
| Financial Sustainability | 10 | | 10 | 4 |
| | | Total Pts | | |
| Total Max Pts Available | 100 | Given | 87 | 74 |
| COST PROPOSAL | | | | |
| Budget | 50 | | 48 | 45 |
| Justification | 10 | | 9 | 7 |
| Indirect Cost | 20 | | 20 | 15 |
| Revenue Reinvestment | 20 | | 16 | 15 |
| | | Total Pts | | |
| Total Max Pts Available | 100 | Given | 93 | 82 |
| TOTAL SCORE | | | | |
| | | Total | 89 | 76 |

| BUDGET | | | | |
|---------------------|----------------------|----------------|----------------------|----------------------|
| AVAILABLE FUNDING | | BUDGET REQUEST | | |
| SFY 2014 | \$ 173,000.00 | SFY 2014 | \$ 173,000.00 | \$ 173,000.00 |
| SFY 2015 | \$ 173,000.00 | SFY 2015 | \$ 173,000.00 | \$ 173,000.00 |
| | | TOTAL | | |
| TOTAL AVAIL. | \$ 346,000.00 | REQ. | \$ 346,000.00 | \$ 346,000.00 |

| REVIEWERS | | |
|------------------|------------------------|--|
| Name | Job Title | Dept./Agency |
| Shannon Quinn | Training Coordinator | DHHS - Bureau of Drug & Alcohol Services |
| Michael Lawless | Program Specialist IV | DHHS - Bureau of Drug & Alcohol Services |
| Linda Colby | Business Administrator | DHHS - Bureau of Drug & Alcohol Services |
| Lori Weaver | Administrator | DHHS - Office of the Commissioner |
| Jillian Schenck | Administrator | DHHS - Bureau of Human Resources |

Subject: New Hampshire training for alcohol and other drug abuse prevention, intervention, treatment and recovery professionals

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

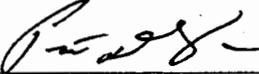
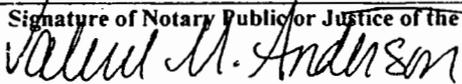
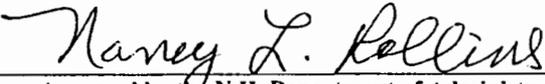
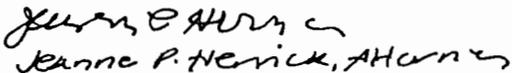
| | | | |
|---|--|--|--|
| 1.1 State Agency Name Department of Health and Human Services Bureau of Drug and Alcohol Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301 | |
| 1.3 Contractor Name New Hampshire Alcohol & Drug Abuse Counselors Association | | 1.4 Contractor Address 25 Country Club Rd. Suite 604 Gilford, NH 03249 | |
| 1.5 Contractor Phone Number 603-528-6800 | 1.6 Account Number See Exhibit B | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$ 346,000.00 |
| 1.9 Contracting Officer for State Agency Shannon Quinn, Training Coordinator | | 1.10 State Agency Telephone Number (603) 271-5889 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Peter Dal Pra, President | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/15/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Valerie Anderson Assistant Mgr. Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>25 Jun. 2013</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |



Exhibit A

Scope of Services

1.1. Purpose

The purpose of this contract is to improve the ability of alcohol and other drug prevention, intervention, treatment and recovery supports service providers to deliver quality, outcome-supported services to clients and participants, and to support the field of alcohol and other drug addictions and recovery services through high quality training and workforce development activities.

Training services offered through this contract will prepare a workforce to deliver policies, programs, and practices that improve outcomes of prevention, intervention, treatment, and recovery support services activities to mitigate alcohol and other drug misuse and abuse and its social, health, and behavioral consequences.

1.2. Goal

To enhance the skills of the prevention, intervention, treatment, and recovery supports services workforce by:

- Providing training opportunities that meet requirements for licensure or certification;
- Increasing provider knowledge and skills in applying outcome-supported policies, programs, and practices;
- Providing opportunities for cross-training within the addiction services and across related fields to increase effective integration of services; and
- Providing affordable, accessible training that reaches the widest audience geographically, while meeting different adult learning styles and levels through the integration of distance and/or blended learning opportunities.

1.3. Contractor responsibilities

Contractor shall provide all aspects of training to the workforce to support the goals and objectives of this contract.

- 1) Contractor shall establish and/or maintain an administrative capacity to plan, coordinate, monitor, and evaluate a multi-component training and workforce development initiative to include, but not limited to:
 - a) The project staff shall be comprised of
 - i) 1 full-time (40 hours per week) Director
 - ii) 1 full-time (40 hours per week) Training Coordinator
 - iii) 1 half-time (20 hours per week) Training Assistant
 - b) Provide adequate project administration to ensure staff oversight, the quality of services, and contract and fiscal accountability;
 - i) Submit monthly spreadsheets for reimbursement that track funds expended and remaining within each of the line items/targeted initiatives;
 - c) Maintain a project office (with necessary equipment, supplies, and telecommunications); and
 - d) Ensure access to adequate, geographically diverse training facilities
 - i) Utilize various settings for training events by having access to quality, low-cost spaces;
 - ii) Maintain or create partnerships with agencies throughout the state to further increase the ability to offer trainings in diverse geographic areas;
- 2) Contractor shall develop and maintain a learning management system for the administration, documentation, tracking, reporting, delivery, and evaluation of training offered through this contract;
 - a) All training shall be evaluated at minimum for content, instructor knowledge and ability, and transfer of knowledge, skills and attitudes to training participants;
 - b) The Contractor shall demonstrate an 85% or better rating of trainee satisfaction through training evaluations, in a format to be approved by DHHS;



Exhibit A

- 3) Contractor shall coordinate, set up, and deliver training events that address:
 - a) Core competency needs of the state's prevention, treatment and recovery support providers, consistent with the NH Board of Alcohol and Other Drug Use Professionals and the NH Prevention Certification Board. Trainings will have equitable emphasis on treatment, prevention, and recovery supports core competencies;
 - i) Deliver a minimum 14 face-to-face training days per contract year (1 day = 6 hours)
 - ii) Deliver a minimum of 6 webinars per contract year
 - b) Specific needs and other emerging issues as determined by and at the express request of the BDAS, including, but not limited to the following program areas;
 - i) BDAS Targeted Training;
 - ii) Access to Recovery (ATR);
 - iii) Partnership for Success (PFS);
 - iv) Impaired Driver Services Program (IDSP);
 - c) Registration fees;
 - i) For BDAS targeted trainings, ATR, and PFS training; registration costs will not be charged to specific, targeted individuals/groups/agencies, as identified by BDAS;
 - ii) If deemed appropriate, registration fees may be charged for these trainings to non-identified individuals. This will be at the discretion of BDAS and on a training-by-training basis;
 - d) Resiliency and Recovery-Oriented Systems of Care (RROSC) theories and principals shall be integrated into all trainings offered through this contract;
 - i) All presenters will be asked to address how their topic fits within RROSC and to integrate RROSC theories and principals into their overall presentation. This will be documented through the Presenter Agreement made between the Contractor and the Presenter;
- 4) Contractor shall design trainings to meet multiple adult learning styles and levels using a variety of formats and methods, including but not limited to didactic lecture, small group discussions and activities, role play, demonstration, case studies, and application of principles to personal experience;
- 5) Contractor shall, where appropriate, modify trainings to be delivered via an eLearning platform to reach a wide geographic audience;
 - a) Modified training content can be delivered through various applications such as, but not limited to: web-based learning, computer-based learning, blended learning, self-paced, and/or instructor lead;
 - b) All modified training shall be approved by BDAS prior to being delivered to training participants;
- 6) Contractor shall ensure trainings offered under this contract are available to BDAS staff at no cost pending availability of space;
- 7) Contractor shall increase provider community awareness of, and access to events funded through this contract and other workforce development resources available in the state, region, and nationally;
 - a) Maintain and market a list of events offered through this contract through multiple avenues, including but not limited to: hard-copy and electronic mailings, face-to-face distributions via exhibit tables at events such as conferences, wellness fairs and other NH Training Institute on Addictive Disorders (NHTIAD) events, as well as social media outlets such as Facebook;
 - b) Maintain an electronic professional development calendar of educational events offered by other organizations throughout NH as well as bordering states, which provides a comprehensive resource for people to access additional workshop information;
 - c) All BDAS funded training events and the professional development calendar of educational events will be listed, marketed, and/or linked to the BDAS website (*see #11 Scope of Services for details*);

New Hampshire Department of Health and Human Services
New Hampshire training for alcohol and other drug abuse prevention, intervention,
treatment and recovery professionals



Exhibit A

- 8) Contractor shall administer a process to award scholarships to NH prevention, intervention, treatment, and recovery support providers for attendance at approved training institutes such as, but not limited to, those sponsored by the NEIAS, ATTC, CAPT:
 - a) A minimum of \$10,000.00 per fiscal year will be reserved for scholarships. Contractor responsibilities shall include, but are not limited to, the following:
 - i) Managing scholarship marketing and requests;
 - ii) Managing and tracking all scholarship applications and awards;
 - iii) Working with BDAS contract manager to confirm available funds and criteria for awards;
 - iv) Making scholarship payments to training institutes by procedures agreeable to both parties;
 - b) Final determination of awards shall be at the discretion of BDAS,
- 9) Contractor shall work collaboratively, at the direction of BDAS, with the NH Center for Excellence (CfEx) to coordinate training that supports common, identified efforts, including but not limited to, developing and maintaining a process to handle logistics for Sector trainings created by the CfEx;
 - a) Work with BDAS contract manager and representatives from the CfEx to determine what trainings will be offered to the Sectors;
 - b) Host and/or link to training modules;
 - c) Effectively market trainings in conjunction with the CfEx;
 - d) Register and track all participants; and
 - e) Issue certificates upon completion of each training and/or module
- 10) Contractor shall participate in quarterly meetings with an oversight committee comprised of BDAS staff representing relevant program areas, and the contract manager from BDAS with the following objectives:
 - a) Ensure all contract obligations are being met consistently;
 - b) Review training evaluations to assess and enhance the training program;
 - c) Review financial reports showing program revenues and expenditures;
 - d) Review and approve training work plans;
- 11) Contractor shall, as appropriate, work with the designated website vendor(s) for the BDAS website, <http://www.nhcenterforexcellence.org/>, to develop capacity to effectively interface with the site, including, but not limited to:
 - a) Linking the Contractor's website to and from the BDAS website;
 - b) Receiving training registrations generated from the BDAS website;
 - c) Linking and/or posting the clearinghouse of training opportunities to the BDAS website;
 - d) Linking all BDAS funded training events on the calendar function of the BDAS website;
 - e) Linking and/or posting all eLearning events created for, requested, or sponsored by BDAS to the training page of the BDAS website;
 - f) Posting all Sector trainings created through the NH CfEx on the BDAS website,
- 12) Contractor shall increase long-term sustainability of training for substance abuse professionals by leveraging resources to increase and expand the number of professional trainings offered including, but not limited to the following:
 - a) Pursue other revenue sources to support workforce development efforts;
 - b) Develop strategic partnerships with other workforce development initiatives in NH
- 13) The contractor shall report revenues generated by services provided under this contract on a monthly basis on monthly financial reimbursement forms and shall spend at least 80% of said revenues on development and provision of services as stated in this Scope of Services;
 - a) Reinvestment funds will be spent on program and workforce enhancements.
 - b) Contractor shall track revenues against reinvestment fund total per State Fiscal Year, as detailed in Exhibit B-1, and report progress as part of monthly financial reporting.



New Hampshire Department of Health and Human Services
New Hampshire training for alcohol and other drug abuse prevention, intervention,
treatment and recovery professionals

Exhibit B

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B-1.

Account Numbers:

#010-049-2990-102-500734
#010-049-2988-102-500734
#010-049-2989-102-500734
#010-049-2993-102-500734

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$138,000.00 funded from 100% Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment general funds.

\$138,000.00 funded from 100% federal funds from the Department of Health and Human Services, Substance Abuse Prevention and Treatment Block Grant (DHHS, SAPT), CFDA #93.959.

\$8,000.00 funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Access to Recovery Grant, (SAMHSA, ATR), CFDA #93.275.

\$30,000.00 funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Partnership for Success Grant (SAMHSA, PFS), CFDA #93.243.

\$32,000.00 funded from 100% general funds.

TOTAL: \$346,000.00

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Exhibit B-1
Budget with Reinvestment Funds

| Budget with Reinvestment Funds SFY 2014 & SFY 2015 | | | | | | |
|--|---|-----------------------|---------------------|---|-----------------------|---------------------|
| Budget Period: July 1, 2013 through June 30, 2015 REVISED | | | | | | |
| Line Item | SFY 14 Program Funds Requested | Reinvestment Funds | Total Budget | SFY 15 Program Funds Requested | Reinvestment Funds | Total Budget |
| 1. Total Salary/Wages | \$ 66,422.00 | \$ 16,009.00 | \$ 82,431.00 | \$ 67,567.00 | \$ 16,681.00 | \$ 84,248.00 |
| 2. Employee Benefits | \$ 21,919.00 | \$ 4,273.00 | \$ 26,192.00 | \$ 22,297.00 | \$ 4,495.00 | \$ 26,792.00 |
| 3. Consultants | \$ 10,300.00 | \$ 1,718.00 | \$ 12,018.00 | \$ 10,400.00 | \$ 1,764.00 | \$ 12,164.00 |
| 4. Equipment: | | | | | | |
| Repair and Maintenance | \$ 580.00 | \$ 200.00 | \$ 780.00 | \$ 580.00 | \$ 260.00 | \$ 840.00 |
| Purchase/Depreciation | \$ 300.00 | \$ 100.00 | \$ 400.00 | \$ 300.00 | \$ 100.00 | \$ 400.00 |
| 5. Supplies: | | | | | | |
| Educational | \$ 2,000.00 | \$ 250.00 | \$ 2,250.00 | \$ 2,000.00 | \$ 250.00 | \$ 2,250.00 |
| Office | \$ 2,000.00 | \$ 250.00 | \$ 2,250.00 | \$ 2,000.00 | \$ 250.00 | \$ 2,250.00 |
| 6. Travel | \$ 5,000.00 | \$ 1,000.00 | \$ 6,000.00 | \$ 4,000.00 | \$ 1,000.00 | \$ 5,000.00 |
| 7. Occupancy | \$ 5,500.00 | \$ 1,300.00 | \$ 6,800.00 | \$ 5,500.00 | \$ 1,300.00 | \$ 6,800.00 |
| 8. Current Expenses | | | | | | |
| Telephone | \$ 2,100.00 | \$ 1,400.00 | \$ 3,500.00 | \$ 2,100.00 | \$ 1,400.00 | \$ 3,500.00 |
| Postage | \$ 510.00 | | \$ 510.00 | \$ 510.00 | | \$ 510.00 |
| Audit and Legal | \$ 700.00 | \$ 400.00 | \$ 1,100.00 | \$ 700.00 | \$ 400.00 | \$ 1,100.00 |
| Insurance | | \$ 2,700.00 | \$ 2,700.00 | | \$ 2,700.00 | \$ 2,700.00 |
| 9. Software | \$ 100.00 | | \$ 100.00 | \$ 100.00 | | \$ 100.00 |
| 10. Marketing/Communications | \$ 1,200.00 | \$ 200.00 | \$ 1,400.00 | \$ 1,200.00 | \$ 200.00 | \$ 1,400.00 |
| 11. Staff Education and Training | \$ 800.00 | \$ 200.00 | \$ 1,000.00 | \$ 800.00 | \$ 200.00 | \$ 1,000.00 |
| 13. Other (Specify): | | | | | | |
| CEU Applications | \$ 600.00 | | \$ 600.00 | \$ 600.00 | | \$ 600.00 |
| Food/Venue Rental | \$ 4,969.00 | | \$ 4,969.00 | \$ 4,346.00 | | \$ 4,346.00 |
| Scholarships | \$ 10,000.00 | | \$ 10,000.00 | \$ 10,000.00 | | \$ 10,000.00 |
| BDAS Targetted Training | \$ 3,000.00 | | \$ 3,000.00 | \$ 3,000.00 | | \$ 3,000.00 |
| ATR Targetted Training | \$ 4,000.00 | | \$ 4,000.00 | \$ 4,000.00 | | \$ 4,000.00 |
| IDS Targetted Training | \$ 16,000.00 | | \$ 16,000.00 | \$ 16,000.00 | | \$ 16,000.00 |
| PFS Targetted Training | \$ 15,000.00 | | \$ 15,000.00 | \$ 15,000.00 | | \$ 15,000.00 |
| TOTAL | \$173,000.00 | \$ 30,000.00 | \$203,000.00 | \$173,000.00 | \$ 31,000.00 | \$204,000.00 |

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 Contractor's 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 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.

10.2 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.

11. 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.

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12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

15. 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.

16. 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.

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

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

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – 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.

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.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL 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.

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10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **The Department reserves the right to extend this contract for an additional two years, subject to continued availability of funds, satisfactory performance of services, and approval of contract extension by the Governor and Executive Council.**

4. **Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:**

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and

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