



19A mac

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

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

May 16, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments with Manchester Alcoholism Rehabilitation Center, Manchester, NH and National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester, NH, to the increase service volume in State Fiscal Year 2017 and to continue services of substance use disorder treatment and recovery support services by extending the completion date from June 30, 2017 to September 30, 2017, and by increasing the price limitation by \$1,024,100 from \$12,032,600 to an amount not to exceed \$13,056,700, effective upon Governor and Executive Council approval. The sources of funds for these actions are as follows: 69% Federal, 17% 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	\$330,000	\$973,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$694,100	\$2,409,100
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600	\$0	\$1,497,600
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	\$1,024,100	\$13,056,700

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). Amendments to the contracts were approved by Governor and Executive Council on June 29, 2016 (Item #25), except for Tri-County Community Action, Inc. amendment was approved on June 15, 2016 (Late Item #A1), and an additional amendment for Families in Transition was approved on September 21, 2016 (Item #5A) The sources of funds for this actions are as follows: 69% Federal, 17% General, and 14% Other Funds.

Funds are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budget.

Please see attached financial details.

EXPLANATION

The table above in the Requested Action represents a total of fifteen Vendors that provide substance use disorder treatment and recovery support services statewide and were presented to Governor and Executive Council as a group in previous actions. This Requested Action only is for two of the fifteen Vendors.

This is a **sole source** request because the Department is increasing the two Vendors' price limitations in State Fiscal Year 2017 without an additional procurement. This additional funding will assist these two Vendors in meeting the needs of clients entering their substance use disorder treatment and recovery support programs through Safe Stations initiatives in Manchester, NH. These initiatives are showing great success in helping individuals with substance use disorders to engage in treatment services. This engagement will reduce the impact of social, health, and behavioral consequences of substance misuse on both the individuals and the State of New Hampshire as a whole.

Additionally, approval of these two (2) Amendments will allow the Contractors to continue to provide substance use disorder treatment and recovery support services for an additional three months by exercising a renewal option that was included in the original contracts approved by Governor and Executive Council on March 23, 2016.

The Department will be submitting an additional thirteen amendments to continue substance use disorder and recovery support services for an additional three months. The Department issued a Request for Proposals on April 3, 2017. The Department intends to issue new contracts prior to the expiration of these extensions.

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 2015 there were 33 drug overdose deaths per 100,000 in New Hampshire. In 2016 this number is anticipated to rise to 35.33 per 100,000 with 9 cases 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.

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

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

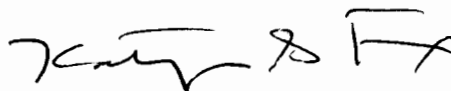
Should the Governor and Executive Council not approve this request, Substance Use Disorder Treatment and Recovery Support Services would not be available to individuals statewide. The inability to access these services will negatively impact an individual's ability to achieve and/or maintain recovery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

Area served: Statewide.

Source of Funds: 69% 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, and 17% 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

Attachment A
Financial Details

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

Concord Hospital, Inc (Vendor #177653 B014)

PO #1049631

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
Sub-total			\$10,469	\$0	\$10,469

Families First of the Greater Seacoast (Vendor #166629 B001)

PO #1049664

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
Sub-total			\$2,385	\$0	\$2,385

Goodwin Community Health (Vendor #156668 B001)

PO #1050600

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
Sub-total			\$73,425	\$0	\$73,425

County of Grafton (Vendor #177397 B003)

PO #1049790

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
Sub-total			\$14,295	\$0	\$14,295

Attachment A
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

PO #1049796

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
Sub-total			\$560,175	\$0	\$560,175

HALO Ed Systems (Vendor #230732 B001)

PO #1049791

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
Sub-total			\$101,760	\$0	\$101,760

Headrest, Inc (Vendor #175226 B001)

PO #1049792

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
Sub-total			\$68,055	\$0	\$68,055

Horizons Counseling Center, Inc (Vendor #156808 B001)

PO #1049793

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
Sub-total			\$35,985	\$0	\$35,985

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

PO #1049794

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$142,600	\$223,656
Sub-total			\$96,495	\$142,600	\$239,095

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

PO #1049796

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$302,600	\$482,654
Sub-total			\$214,350	\$302,600	\$516,950

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

PO #1049798

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
Sub-total			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

PO #1049802

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
Sub-total			\$218,370	\$0	\$218,370

Attachment A
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

PO #1049799

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
Sub-total			\$55,260	\$0	\$55,260

The Youth Council (Vendor #154886 B001)

PO #1049800

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
Sub-total			\$13,845	\$0	\$13,845
Total Gov. Comm			<u>\$1,689,509</u>	<u>\$445,200</u>	<u>\$2,134,709</u>

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

Concord Hospital, Inc (Vendor #177653 B014)

PO #1049631

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
Sub-total			\$62,231	\$0	\$62,231

Families First of the Greater Seacoast (Vendor #166629 B001)

PO #1049664

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
Sub-total			\$33,515	\$0	\$33,515

Attachment A
Financial Details

Families in Transition (Vendor #157730 B001)

PO #1049663

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
Sub-total			\$357,600	\$0	\$357,600

Goodwin Community Health (Vendor #156668 B001)

PO #1050600

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
Sub-total			\$416,075	\$0	\$416,075

County of Grafton (Vendor #177397 B003)

PO #1049790

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
Sub-total			\$81,005	\$0	\$81,005

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

PO #1049796

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
Sub-total			\$3,174,325	\$0	\$3,174,325

Attachment A
Financial Details

HALO Ed Systems (Vendor #230732 B001)

PO #1049791

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
Sub-total			\$576,640	\$0	\$576,640

Headrest, Inc (Vendor #175226 B001)

PO #1049792

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
Sub-total			\$385,645	\$0	\$385,645

Horizons Counseling Center, Inc (Vendor #156808 B001)

PO #1049793

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
Sub-total			\$203,915	\$0	\$203,915

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

PO #1049794

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
Sub-total			\$546,805	\$0	\$546,805

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

PO #1049796

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
Sub-total			\$1,500,650	\$0	\$1,500,650

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

PO #1049798

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
Sub-total			\$1,272,960	\$0	\$1,272,960

Attachment A
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

PO #1049802

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
Sub-total			\$1,237,430	\$0	\$1,237,430

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

PO #1049799

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
Sub-total			\$405,140	\$0	\$405,140

The Youth Council (Vendor #154886 B001)

PO #1049800

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
Sub-total			\$89,155	\$0	\$89,155
Total Clinical Svcs			<u>\$10,343,091</u>	<u>\$0</u>	<u>\$10,343,091</u>

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

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

PO #1049794

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$28,110	\$28,110
Sub-total			\$0	\$28,110	\$28,110

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

PO #1049796

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$58,725	\$58,725
Sub-total			\$0	\$58,725	\$58,725

Attachment A
Financial Details

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

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

PO #1049794

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$159,290	\$159,290
Sub-total			\$0	\$159,290	\$159,290

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

PO #1049796

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$332,775	\$332,775
Sub-total			\$0	\$332,775	\$332,775

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



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

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 25th day of April, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 555 Auburn Street, Manchester, NH, 03103.

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

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase funding in State Fiscal Years 2017 and 2018.

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

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:
05-095-092-920510-33840000-102-500734
05-095-092-920510-33820000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$973,300.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
 - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

**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

5/16/17
Date

[Signature]
Katja S. Fox
Director

Manchester Alcoholism Rehabilitation Center

4/27/17
Date

[Signature]
Name: Elin Treanor
Title: CFO

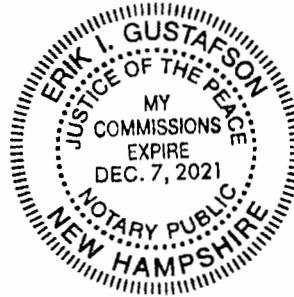
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on April 27, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Erik Gustafson
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12/7/21



**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

Date 5/20/16

Name: [Signature]
Title: [Signature]

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

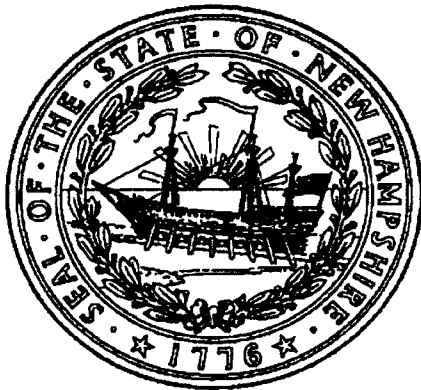
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER ALCOHOLISM REHABILITATION CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61650



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 6th day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Manchester Alcoholism Rehabilitation Center.
(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 April 27, 2017:
(Date)

RESOLVED: That the _____ CFO _____
(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 27th day of April, 2017.
(Date Contract Signed)

4. Elin Treanor is the duly elected CFO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 27th day of April, 2017.

By Betty Burke
(Name of Elected Officer of the Agency)

Cynthia Ross
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

CYNTHIA ROSS, Notary Public
My Commission Expires **March 12, 2019**

Commission Expires: _____

Client#: 497072

EASTESEA7

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2016

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.

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: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Company, NAIC #: 23850.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WYD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and EDP.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Supplemental Names*:Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc.,Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,-The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER: Department of Health & Human Services, State of NH, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: E. Arnold

© 1988-2014 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named Insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2016

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 Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110 INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	CONTACT NAME: Moira Crosby PHONE (A/C, No, Ext): E-MAIL: mcrosby@hayscompanies.com ADDRESS: FAX (A/C, No): <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: The North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The North River Insurance Company	21105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The North River Insurance Company	21105														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

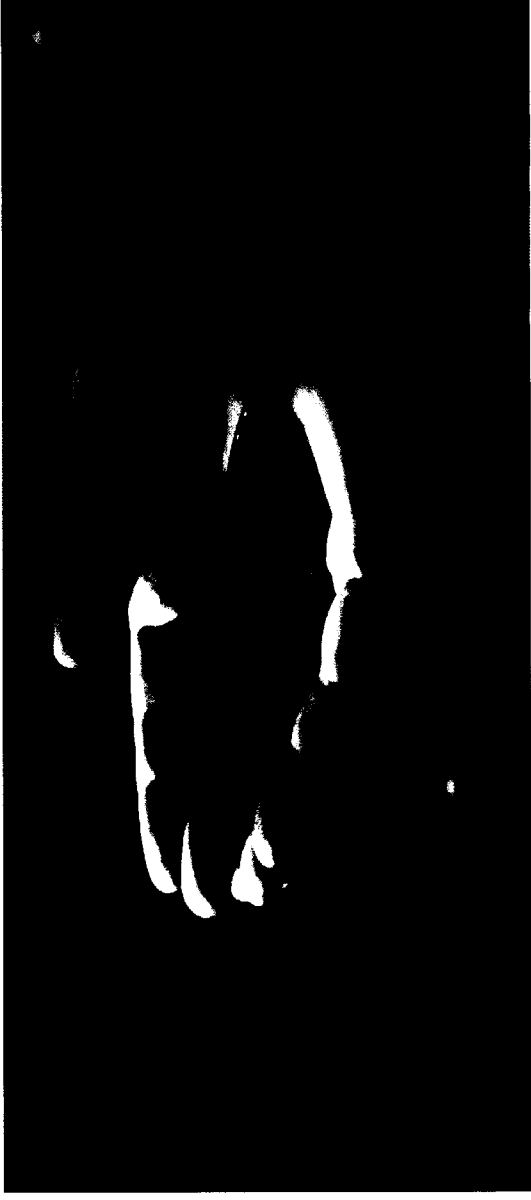
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

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

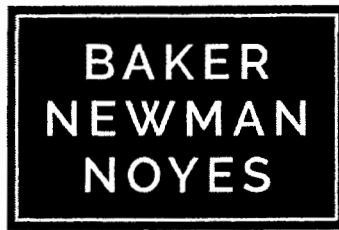
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance

CERTIFICATE HOLDER Department of Health & Human Services 129 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/MCROSB
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Farnum Center Mission Statement:



“Helping individuals and families find their way to a life free of the effects of alcohol and drugs through comprehensive treatment and recovery services open to all”



**Easter Seals New Hampshire, Inc.
and Subsidiaries**

Consolidated Financial Statements and
Other Financial Information

*Years Ended August 31, 2016 and 2015
With Independent Auditors' Report*

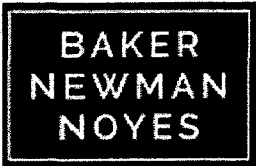
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2016 and 2015

CONTENTS

	<u>Page</u>
Independent Auditors' Report	1
Audited Consolidated Financial Statements:	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	4
Consolidated Statements of Functional Expenses	8
Consolidated Statements of Cash Flows	10
Notes to Consolidated Financial Statements	12
Other Financial Information:	
Consolidating Statements of Financial Position	36
Consolidating Statements of Activities and Changes in Net Assets	40
Consolidating Statements of Functional Expenses	44



INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2016 and 2015, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years 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 accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the 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 auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies 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 consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

As discussed in note 1, effective August 31, 2016, Easter Seals NH transferred its sole member interest in Easter Seals Rhode Island, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals Rhode Island, Inc. at August 31, 2016, while the results of operations of Easter Seals Rhode Island, Inc. are included for the year then ended.

Also, as discussed in note 1, effective August 31, 2015, Easter Seals NH transferred its sole member interest in Easter Seals New York, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals New York, Inc. at August 31, 2015, while the results of operations of Easter Seals New York, Inc. are included for the year then ended.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2016 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 12, 2016

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 1,695,042	\$ 5,615,095
Accounts receivable from affiliate	-	98,710
Program and other accounts receivable, less contractual allowance of \$7,372,700 in 2016 and \$1,896,800 in 2015, and allowance for doubtful accounts of \$1,510,600 in 2016 and \$936,400 in 2015	9,410,725	7,114,280
Contributions receivable, less allowance for doubtful accounts of \$75,100 in 2016 and \$26,500 in 2015	880,711	605,256
Current portion of assets limited as to use	330,085	315,065
Prepaid expenses and other current assets	<u>463,883</u>	<u>1,214,353</u>
Total current assets	12,780,446	14,962,759
Assets limited as to use, net of current portion	1,191,998	1,009,131
Fixed assets, net	26,371,886	22,946,025
Property held for sale	252,645	1,081,662
Bond issuance costs, net	56,073	59,145
Investments, at fair value	14,148,438	12,255,793
Beneficial interest in trusts held by others and other assets	<u>254,271</u>	<u>356,459</u>
	<u>\$55,055,757</u>	<u>\$52,670,974</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Lines of credit	\$ -	\$ 262,356
Accounts payable	2,002,382	1,879,211
Accrued expenses	4,912,838	4,162,793
Current portion of deferred revenue	781,321	1,131,777
Current portion of capital lease obligation	60,617	58,886
Current portion of interest rate swap agreements	401,859	442,045
Current portion of long-term debt	<u>829,680</u>	<u>745,011</u>
Total current liabilities	8,988,697	8,682,079
Deferred revenue, net of current portion	944,167	971,667
Other liabilities	1,192,090	1,010,108
Capital lease obligation, net of current portion	20,995	81,612
Interest rate swap agreements, less current portion	3,086,120	2,377,922
Long-term debt, less current portion	<u>20,261,367</u>	<u>19,363,038</u>
Total liabilities	34,493,436	32,486,426
Net assets:		
Unrestricted	14,418,915	14,685,373
Temporarily restricted	1,243,906	1,024,433
Permanently restricted	<u>4,899,500</u>	<u>4,474,742</u>
Total net assets	<u>20,562,321</u>	<u>20,184,548</u>
	<u>\$55,055,757</u>	<u>\$52,670,974</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 398,559	\$ 1,228,217	\$ 415,485	\$ 2,042,261
Special events, net of related direct costs of \$829,743	292,525	1,356,066	-	1,648,591
Annual campaigns, net of related direct costs of \$147,622	414,544	105,904	-	520,448
Bequests	28,066	-	50,000	78,066
Net assets released from restrictions	<u>2,483,599</u>	<u>(2,483,599)</u>	<u>-</u>	<u>-</u>
Total public support	3,617,293	206,588	465,485	4,289,366
Revenue:				
Fees and grants from governmental agencies, net	50,447,572	-	-	50,447,572
Other fees and grants	20,996,874	-	-	20,996,874
Sales to public	4,446,844	-	-	4,446,844
Dividend and interest income	492,444	2,601	-	495,045
Rental income	26,840	-	-	26,840
Other	<u>699,819</u>	<u>-</u>	<u>-</u>	<u>699,819</u>
Total revenue	<u>77,110,393</u>	<u>2,601</u>	<u>-</u>	<u>77,112,994</u>
Total public support and revenue	80,727,686	209,189	465,485	81,402,360
Operating expenses:				
Program services:				
Public health education	273,502	-	-	273,502
Professional education	20,607	-	-	20,607
Direct services	<u>70,998,387</u>	<u>-</u>	<u>-</u>	<u>70,998,387</u>
Total program services	71,292,496	-	-	71,292,496
Supporting services:				
Management and general	7,888,590	-	-	7,888,590
Fundraising	<u>1,280,675</u>	<u>-</u>	<u>-</u>	<u>1,280,675</u>
Total supporting services	<u>9,169,265</u>	<u>-</u>	<u>-</u>	<u>9,169,265</u>
Total functional expenses	80,461,761	-	-	80,461,761
Support of National programs	<u>37,375</u>	<u>-</u>	<u>-</u>	<u>37,375</u>
Total operating expenses	<u>80,499,136</u>	<u>-</u>	<u>-</u>	<u>80,499,136</u>
Increase in net assets from operations	228,550	209,189	465,485	903,224

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (668,012)	\$ -	\$ -	\$ (668,012)
Net unrealized and realized gains on investments	267,616	8,117	-	275,733
Decrease in fair value of beneficial interest in trusts held by others	-	-	(4,967)	(4,967)
Loss on sales and disposals of fixed assets	(11,659)	-	-	(11,659)
Other nonoperating losses	<u>(15,341)</u>	<u>-</u>	<u>-</u>	<u>(15,341)</u>
	<u>(427,396)</u>	<u>8,117</u>	<u>(4,967)</u>	<u>(424,246)</u>
(Decrease) increase in net assets before effects of discontinued operations	(198,846)	217,306	460,518	478,978
(Loss) gain from discontinued operations – see note 13	<u>(34,483)</u>	<u>2,167</u>	<u>-</u>	<u>(32,316)</u>
(Decrease) increase in net assets before effects of deconsolidation of affiliate	(233,329)	219,473	460,518	446,662
Deconsolidation of affiliate – see note 12	<u>(33,129)</u>	<u>-</u>	<u>(35,760)</u>	<u>(68,889)</u>
Total (decrease) increase in net assets	(266,458)	219,473	424,758	377,773
Net assets at beginning of year	<u>14,685,373</u>	<u>1,024,433</u>	<u>4,474,742</u>	<u>20,184,548</u>
Net assets at end of year	\$ <u>14,418,915</u>	\$ <u>1,243,906</u>	\$ <u>4,899,500</u>	\$ <u>20,562,321</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 612,565	\$ 853,731	\$ 14,300	\$ 1,480,596
Special events, net of related direct costs of \$1,047,735	67,806	1,415,710	-	1,483,516
Annual campaigns, net of related direct costs of \$104,418	399,236	32,906	-	432,142
Bequests	492,019	-	-	492,019
Net assets released from restrictions	<u>1,998,486</u>	<u>(1,998,486)</u>	<u>-</u>	<u>-</u>
Total public support	3,570,112	303,861	14,300	3,888,273
Revenue:				
Fees and grants from governmental agencies, net	71,965,474	-	-	71,965,474
Other fees and grants	24,111,552	-	-	24,111,552
Sales to public	4,375,698	-	-	4,375,698
Dividend and interest income	391,263	11,569	-	402,832
Rental income	33,929	-	-	33,929
Other	<u>124,778</u>	<u>-</u>	<u>-</u>	<u>124,778</u>
Total revenue	<u>101,002,694</u>	<u>11,569</u>	<u>-</u>	<u>101,014,263</u>
Total public support and revenue	104,572,806	315,430	14,300	104,902,536
Operating expenses:				
Program services:				
Public health education	410,886	-	-	410,886
Professional education	17,435	-	-	17,435
Direct services	<u>91,613,311</u>	<u>-</u>	<u>-</u>	<u>91,613,311</u>
Total program services	92,041,632	-	-	92,041,632
Supporting services:				
Management and general	9,785,646	-	-	9,785,646
Fundraising	<u>1,808,377</u>	<u>-</u>	<u>-</u>	<u>1,808,377</u>
Total supporting services	<u>11,594,023</u>	<u>-</u>	<u>-</u>	<u>11,594,023</u>
Total functional expenses	103,635,655	-	-	103,635,655
Support of National programs	<u>119,969</u>	<u>-</u>	<u>-</u>	<u>119,969</u>
Total operating expenses	<u>103,755,624</u>	<u>-</u>	<u>-</u>	<u>103,755,624</u>
Increase in net assets from operations	817,182	315,430	14,300	1,146,912

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (227,568)	\$ -	\$ -	\$ (227,568)
Net unrealized and realized losses on investments	(407,029)	(223)	-	(407,252)
Decrease in fair value of beneficial interest in trusts held by others	-	-	(62,423)	(62,423)
Loss on sales and disposals of fixed assets	(10,248)	-	-	(10,248)
Other nonoperating losses	<u>(128,854)</u>	<u>-</u>	<u>-</u>	<u>(128,854)</u>
	<u>(773,699)</u>	<u>(223)</u>	<u>(62,423)</u>	<u>(836,345)</u>
Increase (decrease) in net assets before effects of discontinued operations	43,483	315,207	(48,123)	310,567
(Loss) gain from discontinued operations – see note 13	<u>(204,672)</u>	<u>588</u>	<u>-</u>	<u>(204,084)</u>
(Decrease) increase in net assets before effects of deconsolidation of affiliate	(161,189)	315,795	(48,123)	106,483
Deconsolidation of affiliate – see note 12	<u>657,225</u>	<u>(236,224)</u>	<u>(501,657)</u>	<u>(80,656)</u>
Total increase (decrease) in net assets	496,036	79,571	(549,780)	25,827
Net assets at beginning of year	<u>14,189,337</u>	<u>944,862</u>	<u>5,024,522</u>	<u>20,158,721</u>
Net assets at end of year	<u>\$ 14,685,373</u>	<u>\$ 1,024,433</u>	<u>\$ 4,474,742</u>	<u>\$ 20,184,548</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2016

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾			Total Program ⁽¹⁾ and Supporting Services Expenses		
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2016	2015
Salaries and related expenses	\$ 159,903	\$ -	\$ 53,446,952	\$ 53,606,855	\$ 5,358,606	\$ 966,303	\$ 6,324,909	\$ 59,931,764	\$ 77,638,161
Professional fees	60,418	-	6,409,352	6,469,770	1,441,057	147,732	1,588,789	8,058,559	9,914,343
Supplies	2,455	-	1,853,930	1,856,385	70,867	27,027	97,894	1,954,279	2,920,131
Telephone	50	-	435,407	435,457	221,650	4,500	226,150	661,607	811,257
Postage and shipping	2,707	-	28,857	31,564	21,241	9,314	30,555	62,119	94,759
Occupancy	-	-	2,414,393	2,414,393	233,578	49,347	282,925	2,697,318	4,243,657
Outside printing, artwork and media	23,606	-	32,160	55,766	4,815	30,463	35,278	91,044	94,452
Travel	1,205	-	2,182,663	2,183,868	30,664	10,085	40,749	2,224,617	2,492,944
Conventions and meetings	16,492	20,607	137,197	174,296	8,519	21,415	29,934	204,230	372,868
Specific assistance to individuals	-	-	1,157,261	1,157,261	8,324	175	8,499	1,165,760	1,271,150
Dues and subscriptions	175	-	26,933	27,108	7,110	1,961	9,071	36,179	38,579
Minor equipment purchases and equipment rental	-	-	230,386	230,386	78,874	5,743	84,617	315,003	244,346
Ads, fees and miscellaneous	6,227	-	394,751	400,978	137,768	3,701	141,469	542,447	132,440
Interest	-	-	744,076	744,076	165,148	-	165,148	909,224	1,263,111
Facility tax assessment	-	-	-	-	-	-	-	-	226,703
Depreciation and amortization	264	-	1,504,069	1,504,333	100,369	2,909	103,278	1,607,611	1,876,754
	<u>\$ 273,502</u>	<u>\$ 20,607</u>	<u>\$ 70,998,387</u>	<u>\$ 71,292,496</u>	<u>\$ 7,888,590</u>	<u>\$ 1,280,675</u>	<u>\$ 9,169,265</u>	<u>\$ 80,461,761</u>	<u>\$ 103,635,655</u>
	0.34%	0.02%	88.24%	88.60%	9.80%	1.60%	11.40%	100.00%	100.00%

(1) Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2015

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾			Total Program ⁽¹⁾ and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Manage- ment and General	Fund- Raising	Total	
Salaries and related expenses	\$266,566	\$ -	\$69,238,797	\$6,748,845	\$1,383,953	\$ 8,132,798	\$ 77,638,161
Professional fees	44,355	-	8,014,027	1,712,094	143,867	1,855,961	9,914,343
Supplies	5,523	-	2,781,733	70,514	62,361	132,875	2,920,131
Telephone	2,281	-	566,186	230,608	12,182	242,790	811,257
Postage and shipping	4,403	-	50,702	32,136	7,518	39,654	94,759
Occupancy	13,086	-	3,803,408	319,989	107,174	427,163	4,243,657
Outside printing, artwork and media	29,816	-	33,277	6,881	24,478	31,359	94,452
Travel	4,503	-	2,413,578	56,187	18,676	74,863	2,492,944
Conventions and meetings	28,768	17,435	232,396	58,465	35,804	94,269	372,868
Specific assistance to individuals	30	-	1,259,253	11,748	119	11,867	1,271,150
Dues and subscriptions	527	-	20,071	14,455	3,526	17,981	38,579
Minor equipment purchases and equipment rental	205	-	129,087	113,830	1,224	115,054	244,346
Ads, fees and miscellaneous	10,290	-	102,593	15,093	4,464	19,557	132,440
Interest	-	-	1,013,647	249,464	-	249,464	1,263,111
Facility tax assessment	-	-	226,703	-	-	-	226,703
Depreciation and amortization	533	-	1,727,853	145,337	3,031	148,368	1,876,754
	<u>\$410,886</u>	<u>\$17,435</u>	<u>\$91,613,311</u>	<u>\$9,785,646</u>	<u>\$1,808,377</u>	<u>\$11,594,023</u>	<u>\$ 103,635,655</u>
	0.39%	0.02%	88.40%	9.44%	1.75%	11.19%	100.00%

(1) Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Increase in net assets	\$ 377,773	\$ 25,827
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,607,611	1,880,579
Bad debt provision	984,511	1,350,516
Decrease in fair value of beneficial interest in trusts held by others	4,967	62,423
Net (gain) loss on sales and disposals of fixed assets and property held for sale	(41,204)	62,958
Change in fair value of interest rate swaps	668,012	227,568
Net unrealized and realized (gains) losses on investments	(275,733)	407,252
Deconsolidation of affiliates – see note 12	68,889	80,656
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	98,710	(84,823)
Program and other accounts receivable	(3,280,956)	(1,096,689)
Contributions receivable	(275,455)	(109,179)
Prepaid expenses and other current assets	739,182	(739,716)
Other assets	28,331	597,247
Accounts payable and accrued expenses	880,435	1,862,708
Deferred revenue	(377,956)	741,405
Other liabilities	<u>181,982</u>	<u>22,923</u>
Net cash provided by operating activities	1,389,099	5,291,655
Cash flows from investing activities:		
Purchases of fixed assets	(5,062,802)	(7,095,514)
Proceeds from sale of fixed assets and property held for sale	912,714	218,514
Cash provided for deconsolidation of affiliate	(500)	(812,975)
Change in investments, net	(1,622,433)	463,159
Change in assets limited as to use	<u>(197,887)</u>	<u>(37,873)</u>
Net cash used by investing activities	(5,970,908)	(7,264,689)
Cash flows from financing activities:		
Repayment of long-term debt	(4,155,292)	(971,570)
Issuance of long-term debt	5,079,404	4,636,600
Repayments on lines of credit	(262,356)	(26,490,368)
Borrowings on lines of credit	<u>—</u>	<u>27,656,333</u>
Net cash provided by financing activities	<u>661,756</u>	<u>4,830,995</u>
(Decrease) increase in cash and cash equivalents	(3,920,053)	2,857,961
Cash and cash equivalents, beginning of year	<u>5,615,095</u>	<u>2,757,134</u>
Cash and cash equivalents, end of year	<u>\$ 1,695,042</u>	<u>\$ 5,615,095</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>948,000</u>	\$ <u>1,309,000</u>

In 2015, Easter Seals NH acquired fixed assets under capital leases totaling \$259,604.

In 2016 and 2015, Easter Seals New Hampshire, Inc. transferred its sole member interest in Easter Seals Rhode Island, Inc. and Easter Seals New York, Inc., respectively, to an unrelated party (see note 12).

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap Rehabilitation Services, Inc. (Fedcap), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. Further, on August 31, 2015, Easter Seals NH entered into an agreement with Fedcap whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals NY to Fedcap for no consideration. See also note 12. The accompanying consolidated statements of activities include the results of operations of Easter Seals RI and Easter Seals NY through the date Easter Seals NH's sole member interest was transferred. Finally, effective October 26, 2016, Agency Realty, Inc. was dissolved and all properties were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, Massachusetts (prior to the closure of Harbor Schools, see note 13), Rhode Island (prior to deconsolidation), and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

2. Summary of Significant Accounting Policies (Continued)

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2016 and 2015, approximately \$1,262,000 and \$2,811,000, respectively, of cash and cash equivalents, and approximately \$2,749,000 and \$1,322,000, respectively, of investments were on-hand under this practice.

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other nonoperating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trusts

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other nonoperating expenses, gains and losses as permanently restricted activity.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 5.

Property held for sale is recorded at the lower of net realizable value or carrying value. No impairment losses were recognized in 2016 or 2015.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

2. Summary of Significant Accounting Policies (Continued)

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2016 and 2015 consist of a patient list obtained in the acquisition of Webster Place in 2012 (in May 2013, Webster Place was merged with Manchester Alcoholism Rehabilitation Center).

Expected amortization of intangible assets through the end of their useful lives is as follows:

2017	\$ 33,130
2018	33,130
2019	33,130
2020	33,130
2021	<u>33,132</u>
	\$165,652

Amortization expense recognized for the patient list in 2016 and 2015 totaled \$33,130.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believes that no long-lived assets were impaired at August 31, 2016 and 2015.

Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2016 and 2015 was \$3,072 and \$9,638 respectively.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known. Easter Seals NY recognized additional revenue of approximately \$17,000 in 2015 due to favorable rate adjustments approved by the State of New York. There were no such adjustments to revenues recognized in 2016.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

2. Summary of Significant Accounting Policies (Continued)

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2015. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2015, the facility tax assessment due by Easter Seals NY was approximately \$95,000. See also note 12 regarding the deconsolidation of Easter Seals NY on August 31, 2015.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectibility of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2016 and 2015 totaled \$984,511 and \$1,350,516 respectively, and is recorded against fees and grants from governmental agencies and contributions. The decrease in bad debt provision in 2016 was due to services provided by Manchester Alcoholism Rehabilitation Center being covered by third-party payors, resulting in lower bad debt write-offs.

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2016 and 2015 were \$7,372,700 and \$1,896,800, respectively. The total contractual adjustments provided in 2016 and 2015 totaled \$22,618,087 and \$12,959,603, respectively, and are recorded against fees and grants from governmental agencies. The increase in contractual adjustments in 2016 is primarily due to an increase in volume of services provided by Manchester Alcoholism Rehabilitation Center and an increase in these services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$5,611,000 and \$6,262,000 for the years ended August 31, 2016 and 2015, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

2. Summary of Significant Accounting Policies (Continued)

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Easter Seals RI (see note 1), Harbor Schools and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Agency Realty, Inc. received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the “more-likely-than-not” threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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 revenue and expenses during the reporting period. Actual results could differ from those estimates.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 8. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2016 and 2015, Easter Seals NH had recognized a liability of \$3,487,979 and \$2,819,967, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized decreases in net assets of \$668,012 and \$227,568, respectively, for the years ended August 31, 2016 and 2015 in the accompanying consolidated statements of activity and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

2. Summary of Significant Accounting Policies (Continued)

Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase in net assets from operations. The primary transactions reported as other nonoperating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trusts held by others, gains and losses on sales and disposals of fixed assets, and net realized and unrealized gains and losses on investments.

Recent Accounting Pronouncements

In April 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360)*. The amendments change the criteria for reporting discontinued operations, while enhancing disclosures in this area. Those amendments also address sources of confusion and inconsistent application related to financial reporting of discontinued operations guidance in accounting principles generally accepted in the United States. Under the new guidance, only disposals representing a strategic shift in operations are presented as discontinued operations. Those strategic shifts should have a major effect on the organization's operations and financial results. Examples include a disposal of a major geographic area, a major line of business, or a major equity method investment. In addition, the new guidance requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income, and expenses of discontinued operations. Easter Seals NH adopted ASU 2014-08 for the year-ending August 31, 2016 on a prospective basis. The adoption of ASU 2014-08 did not significantly impact Easter Seals NH's consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the statement of financial position as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for Easter Seals NH's fiscal year ending August 31, 2017, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2015-03 on Easter Seals NH's consolidated financial statements.

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on Easter Seals NH's consolidated financial statements.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

2. Summary of Significant Accounting Policies (Continued)

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for Easter Seals NH on September 1, 2018, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-14 on Easter Seals NH's consolidated financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 12, 2016, the date these consolidated financial statements were available to be issued.

3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

3. Classification of Net Assets (Continued)

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2016 and 2015 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2016</u>			
Camping program	\$ 2,944	\$ 365,969	\$ 368,913
Other programs	12,102	395,178	407,280
Operations	<u>—</u>	<u>3,879,484</u>	<u>3,879,484</u>
Total endowment net assets	<u>\$ 15,046</u>	<u>\$4,640,631</u>	<u>\$4,655,677</u>
<u>2015</u>			
Camping program	\$ 2,464	\$ 364,869	\$ 367,333
Other programs	11,088	367,319	378,407
Operations	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$ 13,552</u>	<u>\$4,345,395</u>	<u>\$4,358,947</u>

Changes in Endowment Net Assets

During the years ended August 31, 2016 and 2015, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2014	\$ 36,404	\$4,331,095	\$4,367,499
Investment return:			
Investment income, net of fees	35,554	—	35,554
Net appreciation (realized and unrealized)	639,357	—	639,357
Contributions	—	14,300	14,300
Appropriated for expenditure	<u>(697,763)</u>	<u>—</u>	<u>(697,763)</u>
Net endowment assets, August 31, 2015	13,552	4,345,395	4,358,947
Investment return:			
Investment income, net of fees	9,802	—	9,802
Net appreciation (realized and unrealized)	766,563	—	766,563
Contributions	—	295,236	295,236
Appropriated for expenditure	<u>(774,871)</u>	<u>—</u>	<u>(774,871)</u>
Net endowment assets, August 31, 2016	<u>\$ 15,046</u>	<u>\$4,640,631</u>	<u>\$4,655,677</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

3. Classification of Net Assets (Continued)

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2016 and 2015 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Non- Endowment Net Assets</u>
<u>2016</u>				
Seniors program	\$ -	\$ 2,336	\$ -	\$ 2,336
Veterans program	86,638	476,393	-	563,031
Other programs	-	217,631	-	217,631
Operations	<u>14,332,277</u>	<u>532,500</u>	<u>258,869</u>	<u>15,123,644</u>
Total non-endowment net assets	<u>\$14,418,915</u>	<u>\$1,228,860</u>	<u>\$258,869</u>	<u>\$15,906,644</u>
<u>2015</u>				
Seniors program	\$ 158,256	\$ 6,107	\$ -	\$ 164,363
Veterans program	132,433	760,869	-	893,302
Other programs	-	210,980	-	210,980
Operations	<u>14,394,684</u>	<u>32,925</u>	<u>129,347</u>	<u>14,556,956</u>
Total non-endowment net assets	<u>\$14,685,373</u>	<u>\$1,010,881</u>	<u>\$129,347</u>	<u>\$15,825,601</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2016 or 2015.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

3. Classification of Net Assets (Continued)

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,042,000 and \$2,104,000 for the years ended August 31, 2016 and 2015, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2016, through the remaining contractual term of the underlying lease agreements, are as follows:

Year Ended August 31:

2017	\$576,487
2018	368,513
2019	243,076
2020	126,405

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. Payments made under this agreement for the years ended August 31, 2016 and 2015 were \$58,886 and \$38,321, respectively. The carrying value of assets recorded under the capital lease totaled \$74,282 and \$134,095, net of accumulated amortization of \$104,537 and \$44,724 for the years ended August 31, 2016 and 2015, respectively. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2016 and 2015 was insignificant.

Future minimum payments required for the above capital lease at August 31, 2016 are as follows:

2017	\$60,617
2018	20,995

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

5. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2016</u>	<u>2015</u>
Buildings	\$ 29,172,825	\$ 25,247,764
Land and land improvements	2,925,950	2,897,690
Leasehold improvements	128,330	140,663
Office equipment and furniture	7,929,113	8,416,695
Vehicles	3,074,068	2,936,154
Construction in progress	<u>250,175</u>	<u>66,541</u>
	43,480,461	39,705,507
Less accumulated depreciation and amortization	<u>(17,108,575)</u>	<u>(16,759,482)</u>
	<u>\$ 26,371,886</u>	<u>\$ 22,946,025</u>

Depreciation and amortization expense related to fixed assets totaled \$1,573,242 and \$1,837,811 in 2016 and 2015, respectively. There was no depreciation and amortization of fixed assets included within discontinued operations in 2016. Depreciation and amortization of fixed assets included within discontinued operations in 2015 totaled \$3,825.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2016 and 2015.

Subsequent to August 31, 2016, Easter Seals NH entered into construction commitments totaling \$2,770,000.

6. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 514,040	\$ 452,024
Marketable equity securities	1,225,399	1,552,683
Mutual funds	12,795,566	10,636,952
Corporate and foreign bonds	707,444	620,550
Government and agency securities	<u>428,072</u>	<u>317,780</u>
	15,670,521	13,579,989
Less: assets limited as to use	<u>(1,522,083)</u>	<u>(1,324,196)</u>
Total investments, at fair value	<u>\$14,148,438</u>	<u>\$12,255,793</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

6. Investments and Assets Limited as to Use (Continued)

The composition of assets limited as to use at August 31, 2016 and 2015 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2016</u>	<u>2015</u>
Under a deferred compensation plan (see note 7):		
Investments	\$1,191,998	\$1,009,131
Maintained in escrow to make required payments on revenue bonds (see note 8):		
Cash and cash equivalents	<u>330,085</u>	<u>315,065</u>
Total assets limited as to use	<u>\$1,522,083</u>	<u>\$1,324,196</u>

The principal components of investment income and net realized and unrealized gains (losses) included in continuing operations and other nonoperating expenses, gains and losses are summarized below.

	<u>2016</u>	<u>2015</u>
Unrestricted investment income and unrealized and realized gains (losses) on investments:		
Dividend and interest income	\$492,444	\$ 391,263
Net unrealized gains (losses)	107,141	(686,996)
Net realized gains	<u>160,475</u>	<u>279,967</u>
	760,060	(15,766)
Restricted investment income and unrealized and realized gains (losses) on investments:		
Dividend and interest income	2,601	11,569
Net unrealized gains (losses)	2,138	(28,827)
Net realized gains	<u>5,979</u>	<u>28,604</u>
	<u>10,718</u>	<u>11,346</u>
	<u>\$770,778</u>	<u>\$ (4,420)</u>

7. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$489,000 and \$546,000 for the years ended August 31, 2016 and 2015, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

7. Retirement Plans (Continued)

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$105,000 and \$85,000 to this plan during the years ended August 31, 2016 and 2015, respectively. The assets and liabilities associated with this plan were \$1,191,998 and \$1,009,131 at August 31, 2016 and 2015, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

8. Borrowings

Borrowings consist of the following at August 31:

	<u>2016</u>	<u>2015</u>
Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.64% at August 31, 2016) through December 2034, annual principal payments continually increasing from \$440,000 to \$1,060,000 with a final payment of \$1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below).	\$13,455,000	\$13,875,000
Non-revolving note payable to a bank with a total availability of \$3,500,000 with a variable rate of LIBOR plus 4.07%. Paid in full in April 2016.	–	3,377,160
Mortgage note payable to a bank with a variable rate of LIBOR plus 2.25% (2.77% at August 31, 2016), principal and interest payable monthly, due April 2019, secured by an interest in certain property with a net book value of \$5,984,961 at August 31, 2016.	4,787,320	–
Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of \$10,311 payable monthly. Paid in full in April 2016.	–	80,847
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from \$121 to \$2,923 payable monthly through dates ranging from April 2018 through August 2021, secured by vehicles with a net book value of \$470,793 at August 31, 2016.	430,052	315,440

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

8. Borrowings (Continued)

	<u>2016</u>	<u>2015</u>
Mortgage note payable to a bank with a fixed rate of 4.25%. Principal and interest of \$12,200 payable monthly, due February 2030, secured by an interest in certain property with a net book value of \$4,478,030 at August 31, 2016.	\$ 2,418,675	\$ 2,459,602
	21,091,047	20,108,049
Less current portion	<u>829,680</u>	<u>745,011</u>
	<u>\$20,261,367</u>	<u>\$19,363,038</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2017	\$ 829,680
2018	860,060
2019	4,974,679
2020	610,126
2021	620,775
Thereafter	<u>13,195,727</u>
	<u>\$21,091,047</u>

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are five notes payable totaling \$124,628 and five notes payable totaling \$182,756 at August 31, 2016 and 2015, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through June 2017. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-four notes payable totaling \$305,424 and twelve notes payable totaling \$132,684 at August 31, 2016 and 2015, respectively, that originated under this agreement. Availability under this agreement at August 31, 2016 and 2015 is \$194,576 and \$367,316, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

8. Borrowings (Continued)

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY, through its deconsolidation on August 31, 2015, and Harbor Schools), Easter Seals NY and Harbor Schools had a revolving line of credit with a bank through September 1, 2015, with available borrowings up to \$7 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances were due on demand. The revolving line of credit had the following sub-limits, which were last amended in October 2014: Easter Seals NH \$3.225 million, Easter Seals NY \$3.5 million and Harbor Schools \$275,000. The interest rate charged on outstanding borrowings was LIBOR plus 2.25%. Under an event of default, the interest rate would increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line was secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement required that collective borrowings under the line of credit be reduced to \$3,500,000 for 30 consecutive days during each calendar year. The agreement also limited each borrower's ability to incur additional indebtedness in excess of \$500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2015 were \$262,356, related to Harbor Schools. All outstanding balances were paid off on September 1, 2015, and this line of credit was replaced with that described below.

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to \$4 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings is at LIBOR rounded up to the nearest one-eighth of one percent plus 2.25% (2.875% at August 31, 2016). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Agency Realty, Inc., Easter Seals VT, and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no outstanding balances at August 31, 2016 and 2015.

NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled \$330,085 and \$315,065 at August 31, 2016 and 2015, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for \$13,620,430 each (expiring and subject to renewal on March 15, 2018, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two \$13,620,430 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately \$172,000 and \$181,000 in 2016 and 2015, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

8. Borrowings (Continued)

Easter Seals NH has signed a commitment letter dated November 3, 2016 with a bank to refinance the NHHEFA Series 2004A Revenue Bonds and eliminating the two letters of credit. The commitment is for a 15 year term with no prepayment penalty, and interest will be paid at a variable rate calculated as a spread over one month LIBOR using a 65.01% tax multiplier. The current annual redemption schedule will be amended from an annual to a monthly schedule, which will reduce the average outstanding balances and lower total expected interest costs. The closing is expected to take place on December 20, 2016.

Mortgage Notes Payable

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The interest rate charged is fixed at 4.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property. On October 25, 2016, an amendment to this agreement was executed to change the interest rate charged to a fixed 3.25%. All other terms remain unchanged.

On April 29, 2016, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a \$4,857,000 mortgage note payable to finance the acquisition of certain property located in Manchester, New Hampshire. The interest rate charged is a variable rate of LIBOR plus 2.25% (2.77% at August 31, 2016). Principal and interest payments are due monthly, and all remaining outstanding principal and interest is due on April 29, 2019. The note is secured by the property.

Interest Rate Swap Agreement

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of \$13,455,000 and \$13,875,000 at August 31, 2016 and 2015, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.64% at August 31, 2016).

The fair value of the above interest rate swap agreement totaled \$3,487,979 and \$2,819,967 at August 31, 2016 and 2015, respectively, \$401,859 and \$442,045 of which was current at August 31, 2016 and 2015, respectively. During the years ended August 31, 2016 and 2015 net payments required by the agreement totaled \$445,705 and \$477,196, respectively, excluding payments made under the swap agreement held by Easter Seals NY. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2016, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

9. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

10. Related Party Transactions

Approximately 12% of other fees and grants revenue was derived from a pass-through grant from Easter Seals, Inc. for the year ended August 31, 2015. There were no such amounts recognized in 2016. Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$37,375 and \$119,969 for the years ended August 31, 2016 and 2015, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

Easter Seals NH had an amount due from Easter Seals NY of \$98,710 for the year ended August 31, 2015, which was received in 2016 (see also note 12).

11. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

11. Fair Value of Financial Instruments (Continued)

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2016 and 2015.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

11. Fair Value of Financial Instruments (Continued)

At August 31, 2016 and 2015, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2016</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 514,040	\$ —	\$ —	\$ 514,040
Marketable equity securities:				
Large-cap	950,981	—	—	950,981
International	274,418	—	—	274,418
Mutual funds, open-ended:				
Short-term fixed income	4,137,513	—	—	4,137,513
Intermediate-term bond fund	1,069,980	—	—	1,069,980
High yield bond fund	261,064	—	—	261,064
Foreign bond	32,125	—	—	32,125
Government securities	629,914	—	—	629,914
Emerging markets bond	16,447	—	—	16,447
International equities	831,645	—	—	831,645
Domestic, large-cap	1,370,393	—	—	1,370,393
Domestic, small-cap	159,034	—	—	159,034
Domestic, multi alt	689,565	—	—	689,565
Real estate fund	178,540	—	—	178,540
Emerging markets mutual	4,041	—	—	4,041
Mutual funds, closed-ended:				
Domestic, large-cap	2,450,022	—	—	2,450,022
Domestic, mid-cap	451,852	—	—	451,852
Domestic, small-cap	217,021	—	—	217,021
Fixed Income and bond	2,909	—	—	2,909
International equity	293,501	—	—	293,501
Corporate and foreign bonds	—	707,444	—	707,444
Government and agency securities	—	428,072	—	428,072
	<u>\$14,535,005</u>	<u>\$1,135,516</u>	<u>\$ —</u>	<u>\$15,670,521</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 8,712	\$ —	\$ —	\$ 8,712
Marketable equity securities:				
Large-cap	59,700	—	—	59,700
Mutual funds:				
Domestic fixed income	—	20,208	—	20,208
	<u>\$ 68,412</u>	<u>\$ 20,208</u>	<u>\$ —</u>	<u>\$ 88,620</u>
Liabilities:				
Interest rate swap agreement	\$ —	\$ —	\$3,487,979	\$ 3,487,979

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

11. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2015</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 452,024	\$ —	\$ —	\$ 452,024
Marketable equity securities:				
Large-cap	957,876	—	—	957,876
International	594,807	—	—	594,807
Mutual funds, open-ended:				
Short-term fixed income	2,736,504	—	—	2,736,504
Intermediate-term bond fund	972,183	—	—	972,183
High yield bond fund	243,935	—	—	243,935
Foreign bond	14,089	—	—	14,089
Government securities	746,217	—	—	746,217
International equities	786,193	—	—	786,193
Domestic, large-cap	1,095,893	—	—	1,095,893
Domestic, mid-cap	49,538	—	—	49,538
Domestic, small-cap	3,520	—	—	3,520
Domestic, Multi Alt	404,922	—	—	404,922
Real estate fund	125,629	—	—	125,629
Mutual funds, closed-ended:				
Domestic, large-cap	2,470,333	—	—	2,470,333
Domestic, mid-cap	501,299	—	—	501,299
Domestic, small-cap	192,844	—	—	192,844
International equity	293,853	—	—	293,853
Corporate and foreign bonds	—	620,550	—	620,550
Government and agency securities	—	317,780	—	317,780
	<u>\$12,641,659</u>	<u>\$ 938,330</u>	<u>\$ —</u>	<u>\$13,579,989</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 15,496	\$ —	\$ —	\$ 15,496
Marketable equity securities:				
Large-cap	93,067	—	—	93,067
Mutual funds:				
Domestic fixed income	—	20,784	—	20,784
	<u>\$ 108,563</u>	<u>\$ 20,784</u>	<u>\$ —</u>	<u>\$ 129,347</u>
Liabilities:				
Interest rate swap agreements	\$ —	\$ —	\$2,819,967	\$ 2,819,967

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

11. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2016 and 2015:

	<u>Interest Rate Swaps</u>
Ending balance, August 31, 2014	\$(3,329,813)
Unrealized loss, net	(227,568)
Decrease due to deconsolidation of affiliate – see note 12	<u>737,414</u>
Ending balance, August 31, 2015	(2,819,967)
Unrealized loss, net	<u>(668,012)</u>
Ending balance, August 31, 2016	<u>\$(3,487,979)</u>

Excluding interest rate swaps held by deconsolidated affiliates (see note 12) at August 31, 2015, the net amounts of unrealized losses for the period attributable to the change in unrealized losses relating to the interest rate swaps still held at August 31, 2016 and 2015 were \$668,012 and \$227,568, respectively.

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

12. Deconsolidation of Related Entities

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals RI were transferred to Fedcap effective August 31, 2016. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals RI. Easter Seals NH recognized a decrease in net assets of \$68,889 as a result of the deconsolidation of Easter Seals RI. The accompanying 2016 consolidated financial statements include the operating results of Easter Seals RI for the period from September 1, 2015 through August 31, 2016.

On August 31, 2015, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals NY to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals NY were transferred to Fedcap effective August 31, 2015. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals NY. Easter Seals NH recognized a decrease in net assets of \$80,656 as a result of the deconsolidation of Easter Seals NY. The accompanying 2015 consolidated financial statements include the operating results of Easter Seals NY for the period from September 1, 2014 through August 31, 2015.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

12. Deconsolidation of Related Entities (Continued)

Summary statements of financial position and activities of Easter Seals NY for the year ended August 31, 2015 and Easter Seals RI for the years ended August 31, 2016 and 2015 are as follows:

	<u>Easter Seals RI</u> <u>August 31, 2016</u>	<u>Easter Seals RI</u> <u>August 31, 2015</u>	<u>Easter Seals NY</u> <u>August 31, 2015</u>
Assets:			
Cash and cash equivalents	\$ 500	\$ 500	\$ 812,975
Program and other accounts receivable, net	-	134,809	3,291,793
Investments, at fair value	5,521	-	706,842
Beneficial interests in trust held by others	35,760	34,533	501,660
Fixed assets, net	23,039	29,649	7,592,335
Other assets	<u>11,288</u>	<u>10,790</u>	<u>370,019</u>
Total assets	76,108	210,281	13,275,624
Liabilities:			
Line of credit	-	-	(3,101,513)
Accounts payable	-	(125,581)	(940,713)
Deferred revenue	-	-	(222,027)
Accrued expenses	(7,219)	(13,283)	(944,467)
Long-term debt	-	-	(6,802,401)
Interest rate swap agreement	-	-	(737,414)
Capital lease obligation	-	-	(78,325)
Other liabilities	<u>-</u>	<u>-</u>	<u>(368,108)</u>
Total liabilities	<u>(7,219)</u>	<u>(138,864)</u>	<u>(13,194,968)</u>
Net assets	<u>\$ 68,889</u>	<u>\$ 71,417</u>	<u>\$ 80,656</u>
	<u>Year Ended</u> <u>August 31, 2016</u>	<u>Year Ended</u> <u>August 31, 2015</u>	<u>Year Ended</u> <u>August 31, 2015</u>
Total public support and revenue	\$ 1,367,290	\$ 1,399,932	\$ 28,576,469
Total operating expenses	(1,437,574)	(1,463,549)	(29,757,863)
Other nonoperating expenses, gains and losses, net	<u>1,054</u>	<u>(4,235)</u>	<u>(273,772)</u>
Decrease in net assets before discontinued operations	<u>\$ (69,230)</u>	<u>\$ (67,852)</u>	<u>\$ (1,455,166)</u>

Total decrease in net assets for Easter Seals RI for the year ended August 31, 2016 includes forgiveness of accounts payable and due to affiliates of \$66,702.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

12. Deconsolidation of Related Entity (Continued)

Losses from discontinued operations within Easter Seals NY for the year ended August 31, 2015 were \$63,854. Total increase (decrease) in net assets for Easter Seals NY for the year ended August 31, 2015 includes the forgiveness of accounts payable and loan to affiliates of \$628,598.

13. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On May 2, 2014, the Sayville program in New York was discontinued as a license was not able to be obtained. Total decrease in net assets recorded at August 31, 2015 for this program was \$(63,854).
- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing.
- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2016 and 2015 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Total assets	\$211,251	\$881,802	\$252,645	\$256,980
Total liabilities	-	645,381	-	-
Net assets (deficit):				
Unrestricted	159,799	187,136	252,645	256,980
Temporarily restricted	27,626	25,459	-	-
Permanently restricted	23,826	23,826	-	-

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

13. Discontinued Operations (Continued)

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2016 and 2015 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Total public support and revenue	\$ 22,193	\$ 50,578	\$ –	\$ 19,096
Operating expenses	(101,200)	(42,885)	(7,146)	(119,573)
Other nonoperating expense, gains or (losses)	974	(524)	–	–
Gain (loss) on sale of properties, net	<u>52,863</u>	<u>–</u>	<u>–</u>	<u>(46,620)</u>
Total increase (decrease) in net assets	<u>\$ (25,170)</u>	<u>\$ 7,169</u>	<u>\$ (7,146)</u>	<u>\$ (147,097)</u>

14. Concentrations

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$2,749,256 as of August 31, 2016. No investments exceeded 10% of investments as of August 31, 2015.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2016

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>New York</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:								
Cash and cash equivalents	\$ 1,667,032	\$ 22,471	\$ 5,539	\$ --	\$ --	\$ --	\$ --	\$ 1,695,042
Accounts receivable from affiliates	915,970	1,946,359	--	--	158,366	--	(3,020,695)	--
Program and other accounts receivable, net	8,682,061	560,864	166,367	--	1,433	--	--	9,410,725
Contributions receivable, net	841,211	925	38,575	--	--	--	--	880,711
Current portion of assets limited as to use	330,085	--	--	--	--	--	--	330,085
Prepaid expenses and other current assets	411,896	13,051	38,936	--	--	--	--	463,883
Total current assets	12,848,255	2,543,670	249,417	--	159,799	--	(3,020,695)	12,780,446
Assets limited as to use, net of current portion	1,186,340	5,658	--	--	--	--	--	1,191,998
Fixed assets, net	26,294,673	57,642	19,571	--	--	--	--	26,371,886
Property held for sale	252,645	--	--	--	--	--	--	252,645
Bond issuance costs, net	56,073	--	--	--	--	--	--	56,073
Investments, at fair value	14,096,986	--	--	--	51,452	--	--	14,148,438
Beneficial interest in trusts held by others and other assets	254,271	--	--	--	--	--	--	254,271
	\$54,989,243	\$2,606,970	\$ 268,988	\$ --	\$ 211,251	\$ --	\$ (3,020,695)	\$55,055,757

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Current liabilities:								
Accounts payable	\$ 1,984,793	\$ 16,108	\$ 1,481	\$ -	\$ -	\$ -	\$ -	\$ 2,002,382
Accrued expenses	4,846,594	23,124	43,120	-	-	-	-	4,912,838
Accounts payable to affiliates	-	-	3,020,695	-	-	-	(3,020,695)	-
Current portion of deferred revenue	772,270	3,800	5,251	-	-	-	-	781,321
Current portion of capital lease obligation	60,617	-	-	-	-	-	-	60,617
Current portion of interest rate swap agreements	401,859	-	-	-	-	-	-	401,859
Current portion of long-term debt	829,680	-	-	-	-	-	-	829,680
Total current liabilities	8,895,813	43,032	3,070,547	-	-	-	(3,020,695)	8,988,697
Deferred revenue, net of current portion	944,167	-	-	-	-	-	-	944,167
Other liabilities	1,186,432	5,658	-	-	-	-	-	1,192,090
Capital lease obligation, net of current portion	20,995	-	-	-	-	-	-	20,995
Interest rate swap agreements, less current portion	3,086,120	-	-	-	-	-	-	3,086,120
Long-term debt, less current portion	20,261,367	-	-	-	-	-	-	20,261,367
Total liabilities	34,394,894	48,690	3,070,547	-	-	-	(3,020,695)	34,493,436
Net assets (deficit):								
Unrestricted	14,515,689	2,543,775	(2,800,348)	-	159,799	-	-	14,418,915
Temporarily restricted	1,202,986	14,505	(1,211)	-	27,626	-	-	1,243,906
Permanently restricted	4,875,674	-	-	-	23,826	-	-	4,899,500
Total net assets (deficit)	20,594,349	2,558,280	(2,801,559)	-	211,251	-	-	20,562,321
	<u>\$54,989,243</u>	<u>\$2,606,970</u>	<u>\$ 268,988</u>	<u>\$ -</u>	<u>\$ 211,251</u>	<u>\$ -</u>	<u>\$ (3,020,695)</u>	<u>\$55,055,757</u>

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2015

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>New York</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:								
Cash and cash equivalents	\$ 5,571,356	\$ 700	\$ 42,539	\$ 500	\$ —	\$ —	\$ —	\$ 5,615,095
Accounts receivable from affiliates	1,326,663	2,012,939	—	—	—	—	(3,240,892)	98,710
Program and other accounts receivable, net	6,390,110	428,089	190,115	102,466	3,500	—	—	7,114,280
Contributions receivable, net	543,356	6,700	22,857	32,343	—	—	—	605,256
Current portion of assets limited as to use	315,065	—	—	—	—	—	—	315,065
Prepaid expenses and other current assets	<u>1,150,585</u>	<u>10,611</u>	<u>42,367</u>	<u>10,790</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,214,353</u>
Total current assets	15,297,135	2,459,039	297,878	146,099	3,500	—	(3,240,892)	14,962,759
Assets limited as to use, net of current portion	1,009,131	—	—	—	—	—	—	1,009,131
Fixed assets, net	22,832,042	55,042	29,292	29,649	—	—	—	22,946,025
Property held for sale	252,645	—	—	—	829,017	—	—	1,081,662
Bond issuance costs, net	59,145	—	—	—	—	—	—	59,145
Investments, at fair value	12,206,508	—	—	—	49,285	—	—	12,255,793
Beneficial interest in trusts held by others and other assets	321,926	—	—	34,533	—	—	—	356,459
	<u>\$51,978,532</u>	<u>\$2,514,081</u>	<u>\$ 327,170</u>	<u>\$ 210,281</u>	<u>\$ 881,802</u>	<u>\$ —</u>	<u>\$ (3,240,892)</u>	<u>\$52,670,974</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Current liabilities:								
Lines of credit	\$ —	\$ —	\$ —	\$ —	\$ 262,356	\$ —	\$ —	\$ 262,356
Accounts payable	1,861,772	13,946	1,068	2,425	—	—	—	1,879,211
Accrued expenses	4,084,707	22,980	41,272	13,283	551	—	—	4,162,793
Accounts payable to affiliates	—	—	2,756,262	123,156	361,474	—	(3,240,892)	—
Current portion of deferred revenue	1,034,952	51,748	24,077	—	21,000	—	—	1,131,777
Current portion of capital lease obligation	58,886	—	—	—	—	—	—	58,886
Current portion of interest rate swap agreements	442,045	—	—	—	—	—	—	442,045
Current portion of long-term debt	745,011	—	—	—	—	—	—	745,011
Total current liabilities	8,227,373	88,674	2,822,679	138,864	645,381	—	(3,240,892)	8,682,079
Deferred revenue, net of current portion	971,667	—	—	—	—	—	—	971,667
Other liabilities	1,010,108	—	—	—	—	—	—	1,010,108
Capital lease obligation, net of current portion	81,612	—	—	—	—	—	—	81,612
Interest rate swap agreements, less current portion	2,377,922	—	—	—	—	—	—	2,377,922
Long-term debt, less current portion	19,363,038	—	—	—	—	—	—	19,363,038
Total liabilities	32,031,720	88,674	2,822,679	138,864	645,381	—	(3,240,892)	32,486,426
Net assets (deficit):								
Unrestricted	14,588,670	2,417,858	(2,516,780)	8,489	187,136	—	—	14,685,373
Temporarily restricted	941,759	7,549	21,271	28,395	25,459	—	—	1,024,433
Permanently restricted	4,416,383	—	—	34,533	23,826	—	—	4,474,742
Total net assets (deficit)	19,946,812	2,425,407	(2,495,509)	71,417	236,421	—	—	20,184,548
	\$51,978,532	\$2,514,081	\$ 327,170	\$ 210,281	\$ 881,802	\$ —	\$ (3,240,892)	\$52,670,974

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2016

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:							
Public support:							
Contributions, net	\$ 1,897,654	\$ 46,718	\$ 34,171	\$ 63,718	\$ --	\$ --	\$ 2,042,261
Special events, net	1,520,205	1,539	66,029	60,818	--	--	1,648,591
Annual campaigns, net	374,196	9,546	56,852	79,854	--	--	520,448
Bequests	<u>78,066</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>78,066</u>
Total public support	3,870,121	57,803	157,052	204,390	--	--	4,289,366
Revenue:							
Fees and grants from governmental agencies, net	43,405,294	4,454,207	1,475,922	1,112,149	--	--	50,447,572
Other fees and grants	19,779,596	852,701	315,543	49,034	--	--	20,996,874
Sales to public	4,446,844	--	--	--	--	--	4,446,844
Dividend and interest income	521,778	--	--	1,667	--	(28,400)	495,045
Rental income	26,840	--	--	--	--	--	26,840
Intercompany revenue	742,048	--	--	--	--	(742,048)	--
Other	<u>687,859</u>	<u>11,910</u>	<u>--</u>	<u>50</u>	<u>--</u>	<u>--</u>	<u>699,819</u>
Total revenue	<u>69,610,259</u>	<u>5,318,818</u>	<u>1,791,465</u>	<u>1,162,900</u>	<u>--</u>	<u>(770,448)</u>	<u>77,112,994</u>
Total public support and revenue	73,480,380	5,376,621	1,948,517	1,367,290	--	(770,448)	81,402,360
Operating expenses:							
Program services:							
Public health education	266,568	4,148	--	2,786	--	--	273,502
Professional education	20,607	--	--	--	--	--	20,607
Direct services	<u>63,230,275</u>	<u>4,732,706</u>	<u>1,917,703</u>	<u>1,142,435</u>	<u>--</u>	<u>(24,732)</u>	<u>70,998,387</u>
Total program services	63,517,450	4,736,854	1,917,703	1,145,221	--	(24,732)	71,292,496

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin- ations	Total
Supporting services:							
Management and general Fundraising	\$ 7,798,973	\$ 474,841	\$ 203,676	\$ 128,416	\$ --	\$ (717,316)	\$ 7,888,590
	<u>951,595</u>	<u>32,053</u>	<u>133,090</u>	<u>163,937</u>	<u>--</u>	<u>--</u>	<u>1,280,675</u>
Total supporting services	8,750,568	506,894	336,766	292,353	--	(717,316)	9,169,265
Total functional expenses	72,268,018	5,243,748	2,254,469	1,437,574	--	(742,048)	80,461,761
Support of National programs	<u>37,375</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>37,375</u>
Total operating expenses	<u>72,305,393</u>	<u>5,243,748</u>	<u>2,254,469</u>	<u>1,437,574</u>	<u>--</u>	<u>(742,048)</u>	<u>80,499,136</u>
Increase (decrease) in net assets from operations	1,174,987	132,873	(305,952)	(70,284)	--	(28,400)	903,224
Other nonoperating expenses, gains and losses:							
Change in fair value of interest rate swaps	(668,012)	--	--	--	--	--	(668,012)
Net realized and unrealized gains on investments	275,186	--	--	547	--	--	275,733
(Decrease) increase in fair value of beneficial interest in trusts held by others	(6,194)	--	--	1,227	--	--	(4,967)
Loss on sales and disposals of fixed assets	(10,841)	--	(98)	(720)	--	--	(11,659)
Other nonoperating expenses	<u>(15,341)</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>(15,341)</u>
	(425,202)	--	(98)	1,054	--	--	(424,246)
(Loss) gain from discontinued operations	<u>(35,546)</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>(25,170)</u>	<u>28,400</u>	<u>(32,316)</u>
Increase (decrease) in net assets before effects of deconsolidation of affiliate	714,239	132,873	(306,050)	(69,230)	(25,170)	--	446,662
Deconsolidation of affiliate	<u>(66,702)</u>	<u>--</u>	<u>--</u>	<u>(2,187)</u>	<u>--</u>	<u>--</u>	<u>(68,889)</u>
Total increase (decrease) in net assets	647,537	132,873	(306,050)	(71,417)	(25,170)	--	377,773
Net assets (deficit) at beginning of year	<u>19,946,812</u>	<u>2,425,407</u>	<u>(2,495,509)</u>	<u>71,417</u>	<u>236,421</u>	<u>--</u>	<u>20,184,548</u>
Net assets (deficit) at end of year	<u>\$ 20,594,349</u>	<u>\$ 2,558,280</u>	<u>\$(2,801,559)</u>	<u>\$ --</u>	<u>\$ 211,251</u>	<u>\$ --</u>	<u>\$ 20,562,321</u>

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2015

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Public support and revenue:								
Public support:								
Contributions, net	\$ 730,807	\$ 15,252	\$ 121,753	\$ 84,306	\$ -	\$ 534,478	\$ (6,000)	\$ 1,480,596
Special events, net	1,070,232	4,572	48,920	80,945	-	278,847	-	1,483,516
Annual campaigns, net	363,600	13,426	41,561	13,555	-	-	-	432,142
Bequests	459,167	-	-	-	-	32,852	-	492,019
Total public support	2,623,806	33,250	212,234	178,806	-	846,177	(6,000)	3,888,273
Revenue:								
Fees and grants from governmental agencies, net	41,393,156	4,096,507	1,743,157	1,170,710	-	23,561,944	-	71,965,474
Other fees and grants	19,058,227	655,514	244,805	47,930	-	4,105,076	-	24,111,552
Sales to public	4,375,698	-	-	-	-	-	-	4,375,698
Dividend and interest income	353,829	-	-	1,554	-	56,733	(9,284)	402,832
Rental income	27,390	-	-	-	-	6,539	-	33,929
Intercompany revenue	2,390,406	-	-	-	-	-	(2,390,406)	-
Other	123,805	-	41	932	-	-	-	124,778
Total revenue	67,722,511	4,752,021	1,988,003	1,221,126	-	27,730,292	(2,399,690)	101,014,263
Total public support and revenue	70,346,317	4,785,271	2,200,237	1,399,932	-	28,576,469	(2,405,690)	104,902,536
Operating expenses:								
Program services:								
Public health education	285,591	4,370	-	21,125	-	99,800	-	410,886
Professional education	23,435	-	-	-	-	-	(6,000)	17,435
Direct services	58,214,130	4,108,875	2,044,378	1,237,113	-	26,104,067	(95,252)	91,613,311
Total program services	58,523,156	4,113,245	2,044,378	1,258,238	-	26,203,867	(101,252)	92,041,632

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Supporting services:								
Management and general Fundraising	\$ 8,603,810 902,347	\$ 435,732 2,317	\$ 195,933 90,061	\$ 142,268 62,583	\$ -	\$ 2,710,841 751,069	\$ (2,302,938)	\$ 9,785,646 1,808,377
Total supporting services	<u>9,506,157</u>	<u>438,049</u>	<u>285,994</u>	<u>204,851</u>	<u>-</u>	<u>3,461,910</u>	<u>(2,302,938)</u>	<u>11,594,023</u>
Total functional expenses	68,029,313	4,551,294	2,330,372	1,463,089	-	29,665,777	(2,404,190)	103,635,655
Support of National programs	<u>26,793</u>	<u>-</u>	<u>630</u>	<u>460</u>	<u>-</u>	<u>92,086</u>	<u>-</u>	<u>119,969</u>
Total operating expenses	<u>68,056,106</u>	<u>4,551,294</u>	<u>2,331,002</u>	<u>1,463,549</u>	<u>-</u>	<u>29,757,863</u>	<u>(2,404,190)</u>	<u>103,755,624</u>
Increase (decrease) in net assets from operations	2,290,211	233,977	(130,765)	(63,617)	-	(1,181,394)	(1,500)	1,146,912
Other nonoperating expenses, gains and losses:								
Change in fair value of interest rate swaps	(150,587)	-	-	-	-	(76,981)	-	(227,568)
Net realized and unrealized losses on investments	(381,953)	-	-	-	-	(25,299)	-	(407,252)
Increase (decrease) in fair value of beneficial interest in trusts held by others	3,890	-	-	(4,235)	-	(62,078)	-	(62,423)
(Loss) gain on sales and disposals of fixed assets	(11,938)	-	-	-	-	1,690	-	(10,248)
Other nonoperating expenses	(17,750)	-	-	-	-	(111,104)	-	(128,854)
Capital transfer	(558,338)	-	-	(4,235)	-	(273,772)	-	(836,345)
(Loss) gain from discontinued operations	(523,877)	523,877	-	-	7,169	-	-	-
	<u>(148,597)</u>	<u>-</u>	<u>(302)</u>	<u>-</u>	<u>7,169</u>	<u>(63,854)</u>	<u>1,500</u>	<u>(204,084)</u>
Increase (decrease) in net assets before effects of deconsolidation of affiliate	1,050,399	757,854	(131,067)	(67,852)	7,169	(1,519,020)	-	106,483
Deconsolidation of affiliate	<u>(629,389)</u>	<u>791</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>547,942</u>	<u>-</u>	<u>(80,656)</u>
Total increase (decrease) in net assets	430,010	758,645	(131,067)	(67,852)	7,169	(971,078)	-	25,827
Net assets (deficit) at beginning of year	<u>19,516,802</u>	<u>1,666,762</u>	<u>(2,364,442)</u>	<u>139,269</u>	<u>229,252</u>	<u>971,078</u>	<u>-</u>	<u>20,158,721</u>
Net assets (deficit) at end of year	\$ 19,946,812	\$ 2,425,407	\$ (2,495,509)	\$ 71,417	\$ 236,421	\$ -	\$ -	\$ 20,184,548

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2016

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin- ations	Total
Salaries and related expenses	\$ 53,147,566	\$ 4,128,114	\$ 1,550,620	\$ 1,105,464	\$ -	\$ -	\$ 59,931,764
Professional fees	7,779,938	556,818	301,646	162,205	-	(742,048)	8,058,559
Supplies	1,883,406	31,831	30,059	8,983	-	-	1,954,279
Telephone	615,192	23,916	12,698	9,801	-	-	661,607
Postage and shipping	57,240	960	1,763	2,156	-	-	62,119
Occupancy	2,328,611	114,258	171,692	82,757	-	-	2,697,318
Outside printing, artwork and media	76,765	2,859	6,591	4,829	-	-	91,044
Travel	1,961,465	198,693	20,583	43,876	-	-	2,224,617
Conventions and meetings	157,815	33,290	8,269	4,856	-	-	204,230
Specific assistance to individuals	985,280	96,210	84,270	-	-	-	1,165,760
Dues and subscriptions	31,436	40	4,163	540	-	-	36,179
Minor equipment purchases- and equipment rental	290,959	15,906	7,265	873	-	-	315,003
Ads, fees and miscellaneous	488,288	18,789	34,363	1,007	-	-	542,447
Interest	909,224	-	-	-	-	-	909,224
Depreciation and amortization	1,554,833	22,064	20,487	10,227	-	-	1,607,611
	<u>\$ 72,268,018</u>	<u>\$ 5,243,748</u>	<u>\$ 2,254,469</u>	<u>\$ 1,437,574</u>	<u>\$ -</u>	<u>\$ (742,048)</u>	<u>\$ 80,461,761</u>

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2015

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Salaries and related expenses	\$ 49,574,053	\$ 3,577,628	\$ 1,834,414	\$ 1,096,869	\$ -	\$ 21,555,197	\$ -	\$ 77,638,161
Professional fees	7,415,575	533,058	189,755	193,494	-	3,971,367	(2,388,906)	9,914,343
Supplies	1,952,095	27,908	20,485	9,217	-	910,426	-	2,920,131
Telephone	622,842	21,360	12,500	10,012	-	144,543	-	811,257
Postage and shipping	59,319	912	2,089	2,076	-	30,363	-	94,759
Occupancy	2,444,094	111,515	174,786	88,416	-	1,424,846	-	4,243,657
Outside printing, artwork and media	62,529	847	8,333	6,390	-	16,353	-	94,452
Travel	2,100,674	162,775	14,650	42,013	-	172,832	-	2,492,944
Conventions and meetings	209,924	20,428	6,140	2,727	-	139,649	(6,000)	372,868
Specific assistance to individuals	935,227	76,105	36,556	618	-	222,644	-	1,271,150
Dues and subscriptions	25,403	-	980	676	-	11,520	-	38,579
Minor equipment purchases- and equipment rental	207,153	2,966	2,764	2,336	-	29,127	-	244,346
Ads, fees and miscellaneous	107,080	1,794	5,266	713	-	17,587	-	132,440
Interest	907,340	-	-	-	-	365,055	(9,284)	1,263,111
Facility tax assessment	-	-	-	-	-	226,703	-	226,703
Depreciation and amortization	1,406,005	13,998	21,654	7,532	-	427,565	-	1,876,754
	<u>\$ 68,029,313</u>	<u>\$ 4,551,294</u>	<u>\$ 2,330,372</u>	<u>\$ 1,463,089</u>	<u>\$ -</u>	<u>\$ 29,665,777</u>	<u>\$ (2,404,190)</u>	<u>\$ 103,635,655</u>

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

2017 Manchester Alcoholism Rehabilitation Center Board of Directors (Farnum Center)

Chairman

Ian MacDermott, Vice President

Past Chair

Rob Wiczorek, President

Secretary

Nancy Hacking

Peter Anderson, Esq.

James Barry, Esq.

Lori Levesque

Timm Runnion, CEO

Kriss Blevens, Owner

Tom Bullock, President

4/28/2017

Larry J. Gammon
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Employment

7/88 to Present President, Chief Executive Officer

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont and Maine. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 – 7/88 Executive Vice President
Vice President

8/75 – 6/85 Deputy Executive Director
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

9/71 – 8/75 New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.
870 Hayward St.
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.

9/70 – 7/71 New Hampshire Department of Education
Keene Public Schools
Keene, NH 03431

Position: Special Education Consultant

1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.

2/69 – 8/70 Gary Public Schools
Gary, IN

Position: Teacher, Special Education

Classroom teacher, M.R. Summer program for trainable M.R.

9/67 – 1/69 Charlottesville Public Schools
Charlottesville, VA

Position: Teacher M.R. – Department Chairman

Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 – 8/66 University of Virginia, Charlottesville, VA
B.S. in Special Education, emphasis in Mental Retardation. All
undergraduate courses were at the Master's Level. Dean's List, Junior &
Senior years.

9/66 –8/67 University of Virginia, Charlottesville, VA
36 hours of Graduate School of Education, emphasis in Administration,
Testing & Evaluation and Research. Full time graduate scholarship.

Service

National

Chairman, Board of Trustees, CARF, 1990-1991
Member, Board of Trustees, CARF, 1985-1991
Medders Award, Outstanding Easter Seals Executive, 1995
President, Easter Seals Leadership Association, 1998-2000

Local

Queen City Rotary Club, Member
Serenity Place, Board of Directors
Mayor's Task Force/Senior Services
Hillcrest Terrace, Board of Directors
CEO Council
Dartmouth Hitchcock Medical Center – Assembly of Overseers
YMCA Disability Council

Recognition

Non-Profit Business of the Year, *Business NH Magazine*, 2010
Non-Profit Business of the Year, *Business NH Magazine*, 2005
Non-Profit Business of the Decade, *Business NH Magazine*, 2000
Non-Profit Business of the Year, *Business NH Magazine*, 1994

Elin Treanor
Easter Seals New Hampshire, Inc.

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- | | |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2012 – Present | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Chief Operating Officer/Chief Financial Officer</u>
Oversee all program and fiscal management of multi-corporate, multi-state entity. |
| 1994 – 2012 | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Senior Vice President & Chief Financial Officer</u>
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions. |
| 1988 – 1994 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Vice President of Finance</u>
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter. |
| 1984 – 1988 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Controller</u>
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions. |

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

SERVICE:

National Easter Seals:
Leader of Northeast Region Chief Financial Officers
Treasurer of Northeast Region Leadership Association
Past Chairman of the Quality Council

Susan L. Silsby

SUMMARY OF QUALIFICATIONS

- Over 25 years of experience in the non-profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

EDUCATION

University System of New Hampshire Plymouth, New Hampshire
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National
Sorority

PROFESSIONAL EXPERIENCE

1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

2 HERVEY COURT NEWFIELDS, NEW HAMPSHIRE 03856

603.566.1893

SSILSBY@EASTERSEALSNH.ORG

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills	Problem solving and complaint resolution
Ability to manage multiple tasks simultaneously	Policy development and implementation
Employment Law and Regulation Compliance	Compensation and benefits administration
Strategic management, mergers and acquisitions	

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

**Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998- 2012**

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

**Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998**

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the

expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

NANCY L. ROLLINS

EXPERIENCE

Easterseals, NH, VT, ME; Farnum Center/Farnum North-NH.

555 Auburn Street
Manchester, NH 03103

Chief Strategy Officer

November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provides intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three state footprint, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seeks growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports.

Serves as a member of the Executive Leadership Team. Reports directly to the President/ Chief Executive Officer

Goodwill Industries of Northern New England

38 Locke Road, #2
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team. Report directly to the President/ Chief Executive Officer.

State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
129 Pleasant Street
Concord, New Hampshire 03301

Associate Commissioner

March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at –risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual’s choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner’s Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

State of New Hampshire
Department of Health and Human Services
Office of Medicaid Business & Policy
And
Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301

July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child

protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
6 Hazen Drive
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating, parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

River Valley Counseling Center, Inc.
Chicopee Adolescent Program
Chicopee, Massachusetts

May 1978 – February 1989

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an \$850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks. Provided in-service training workshops to local schools and community agencies. Developed and

implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

Hartford Neighborhood Centers

Mitchell House
Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

Springfield Girls Club/ Family Center

Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

EDUCATION

Master of Social Work

University of Connecticut
School of Social Work
West Hartford, Connecticut

Degree conferred, May 1985

Concentration in Public Policy and Administration-Minor in Group Work

Bachelor of Science, Cum Laude

Springfield College
Springfield, Massachusetts

Degree conferred, May 1985

Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty

January 2001- Dec. 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty

May 1999 – August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training
Professional Mentor for a middle management employee

December 1997 – December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty

September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor’s Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 - Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families
For the 21st Century* this initiative is co-sponsored by the National Association of Public Child Welfare
Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children’s Behavioral Health Collaborative, Member Leadership Committee 2010-

August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013

NASMHPD representative to the Children's Mental Health Subcommittee

Chair, NASMHPD President's Task Force on Returning Veteran's

Board Member Member-at-Large 2011-2013

Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present

NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013

NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health

Policy, "*Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice*", Atlanta, Georgia, Oct. 26 and 27, 2011.

NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association

SMHRCY Representative to Children's Mental Health Subcommittee and

NAPCWA Executive Committee, 1991 - 1994

NH State Child Welfare Representative, 1995- Present

NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004

NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005

NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors

Judge Baker Children's Center, Boston, Mass.

Committee Member, 1995 – January 2006

Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003

25 Walker Street

Concord, New Hampshire

State Advisory Board - Member- at-large

University of New Hampshire

School of Health and Human Services

Department of Social Work

September 1998 – September 2002

Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health 1995 - 1998

Georgetown University Child Development Center

Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)

NH State Representative, 1989 - 1994

Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)
Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town
of New London appointed by Town Board of Selectmen. 2012 – 2016
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman
2013- 2014

At Home New Hampshire, helping seniors ‘age in place’ in New London, Newbury, Springfield,
Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew’s Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014-2017

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the “*New Hampshire National Guard Distinguished Service Medal*” for providing leadership while at the Department of Health and Human Services for developing services, supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the “*Commander’s Award for Civilian Service*” for organizing and implementing

'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

CHERYL A. WILKIE, Psy.D., MLADC
Easter Seals/Farnum Center



EMPLOYMENT HISTORY

Easter Seals New Hampshire, Inc. /Farnum Center **2008-present**

Senior Vice President of Substance Abuse Services

Recruited to redesign and manage a struggling residential and outpatient treatment facility and improve operations.

- Recruitment and supervision of clinical staff.
- Supervise doctors, nurses and all management staff.
- Identify staff development needs for all staff (clinical and resident instructors) and provide training.
- Design evidence based programming for all modalities.
- Develop grant proposals and other funding opportunities in collaboration with other staff.
- Coordinate and facilitate treatment team meetings.
- Opened additional intensive outpatient programs.
- Assure program compliance with applicable Federal and State laws and regulations.
- Maintain administrative and fiscal records.
- Attend community meetings to support substance abuse programming throughout the state.

Southern New Hampshire Services

Pre-Placement Program, Manchester, N.H.

2003-2008

Director of a drug and alcohol treatment program for offenders in the criminal justice system.

- Supervision of all staff.
- Administration of all Community Corrections Programs.
- Provided individual and group counseling to clients waiting to enter intensive outpatient or residential programs.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Merrimack County Attorney's Office, Concord, N.H.

1998-present

Clinical Director/Masters Licensed Drug and Alcohol Counselor (MLADC)

- Provide chemical dependency evaluations for clients involved in the criminal justice system through the Pre-Trial Services, Diversion and FAST Programs.
- Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Provide training to all staff involving drug and alcohol and mental health issues.

Southern New Hampshire Services

Manchester Academy Program, Manchester, N.H.

1998-2003

Clinical Director of a community based alternative sentencing program for adult offenders.

- Provided substance abuse evaluations to the Court system.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Case management of offenders.

Promoted to Director of the Manchester Academy Program

2003-2008

- Supervision of all staff.
- Maintained administrative and fiscal records.
- Reporting and data compliance for the NH Department of Corrections.

Odyssey Family Center, Canterbury, N.H.

1993-1998

Supervisor at a long-term drug and alcohol treatment program for pregnant and post partum women.

- Supervised direct care staff.
- Provided drug and alcohol treatment services, individual and group counseling.
- Provided intake evaluations and to case load management.
- Coordinated outreach screening and continuing care services for clients and their children.
- Maintained administrative and fiscal records.

N.H. Department of Corrections, Probation/Parole Field Services

1991-1992

- Set up and co-facilitated counseling support groups for women being paroled to their home communities.
- Counseled women with drug and alcohol issues, parenting issues, financial problems, and domestic violence and sexual abuse issues.
- Made referrals to diverse support groups and worked with women in developing strategies for staying out of the criminal justice system.

N.H. State Prison for Women, Goffstown, N.H.

1987-1993

Internship through Springfield College

- Provided individual counseling and group therapy as a drug and alcohol counselor.
- Performed crisis intervention within the prison system.
- Provided transitional support for women returning to their home communities.

EDUCATION

Psy.D., Forensic Psychology, Eisner Institute, 2009.

Double Masters Degree, Psychology/Human Services Administration, Springfield College, 1998

Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

LICENSE AND CERTIFICATION

Master Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/11

Clinically certified by the Department of Transportation to perform evaluations (SAP)

CHRISTINE WEBER, LADC



Licensed Alcohol and Drug Abuse Counselor. License #814 since 2010.

EDUCATION:

- Associate Degree in Science in Addiction Counseling, New Hampshire Technical Institute, Concord, New Hampshire.
- Bachelor of Science in Psychology, University of New Hampshire.

AFFILIATIONS:

- 2008-2010 NHADACA Chair of Professional Development Committee
- 2011-2012 NH Center for Excellence Clinical Supervision Collaborative
- Greater Manchester Substance Abuse Collaborative
- NIATx Collaborative
- Concord Hospital Intern: Behavioral Health/Substance Abuse Services.
- Adult Drug Court Planning Initiative
- NH Military Alcohol & Drug Committee

WORK EXPERIENCE:

Serenity Place Crisis Center, Manchester New Hampshire:

Crisis Site Technician: February 2006 to April 2007. Detoxification
Substance Abuse Counselor: April 2007 to November 2008.

R.E.A.P (Resources for Evaluating Alcohol Problems), Manchester New Hampshire:
DWI Aftercare Facilitator: May 2011 to September 2011.

Easter Seals Farnum Center, Manchester New Hampshire:

Residential Substance Abuse Counselor: November 2008 to February 2012.
Outpatient Substance Abuse Counselor: February 2012 to July 2012.

Program Coordinator Concord Office: July 2012 to February 2013

Outpatient Program Coordinator Manchester: February 2013 to June 2013
Other areas of focus: ATR and WIFS/VMS Administrator, Domestic Violence

Practice Manager: June 2013 to present

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry G. Gammon	President & CEO	\$367,107	0%	\$0
Elin Treanor	CFO	\$244,800	0%	\$0
Jeannette Davila	CDO	\$150,000	0%	\$0
Tina Sharby	CHRO	\$145,656	0%	\$0
Nancy Rollins	CSO	\$117,000	0%	\$0
Cheryl Wilkie	SVP, Substance Abuse Services	\$175,000	25%	\$43,750
Christine Weber	VP, Substance Abuse Services	\$103,000	43%	\$44,290



25 mac

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

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

6/29/16 #25

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 T1010035-15, 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

Attachment A
Financial Details

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

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
Sub-total			\$10,469	\$0	\$10,469

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
Sub-total			\$2,385	\$0	\$2,385

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
Sub-total			\$73,425	\$0	\$73,425

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
Sub-total			\$14,295	\$0	\$14,295

Attachment A
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
Sub-total			\$560,175	\$0	\$560,175

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
Sub-total			\$101,760	\$0	\$101,760

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
Sub-total			\$68,055	\$0	\$68,055

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
Sub-total			\$35,985	\$0	\$35,985

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
Sub-total			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
Sub-total			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
Sub-total			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
Sub-total			\$218,370	\$0	\$218,370

Attachment A
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
Sub-total			\$55,260	\$0	\$55,260

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
Sub-total			\$13,845	\$0	\$13,845
Total Gov. Comm			\$1,689,509	\$0	\$1,689,509

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

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
Sub-total			\$62,231	\$0	\$62,231

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
Sub-total			\$33,515	\$0	\$33,515

Attachment A
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
Sub-total			\$357,600	\$0	\$357,600

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
Sub-total			\$416,075	\$0	\$416,075

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
Sub-total			\$81,005	\$0	\$81,005

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
Sub-total			\$3,174,325	\$0	\$3,174,325

Attachment A
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
Sub-total			\$576,640	\$0	\$576,640

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
Sub-total			\$385,645	\$0	\$385,645

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
Sub-total			\$203,915	\$0	\$203,915

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
Sub-total			\$546,805	\$0	\$546,805

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
Sub-total			\$1,500,650	\$0	\$1,500,650

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
Sub-total			\$1,272,960	\$0	\$1,272,960

Attachment A
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
Sub-total			\$1,237,430	\$0	\$1,237,430

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
Sub-total			\$405,140	\$0	\$405,140

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
Sub-total			\$89,155	\$0	\$89,155
Total Clinical Svcs			\$10,343,091	\$0	\$10,343,091
Grand Total			\$12,032,600	\$0	\$12,032,600



**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 Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

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

6/10/16
Date

Katja S Fox
Katja S. Fox
Director

Manchester Alcoholism Rehabilitation Center

5/31/2016
Date

Elin Treanor
NAME Elin Treanor
TITLE CFO

Acknowledgement:

State of New Hampshire, County of Hillsborough on 5/31/2016, 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

Diane L Boulay

Name and Title of Notary or Justice of the Peace



Contractor Initials: ET
Date: 5/31/2016

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

4/14/16
Date

[Signature]
Name: Megan Cole
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:

Contractor Initials: ET
Date: 5/19/2016



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
Partial Hospitalization	\$223.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week (\$1,218) per client
Transitional Living	\$110.00	Per day	7 days per week (\$700), per client
Low-Intensity Residential Adolescent	\$130.00	Per day	7 days per week (\$910), per client
High-Intensity Residential Adult	\$154.00	Per day	7 days per week (\$980), per client
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$195.00	Per day	7 days per week (\$1,365) per client

ET

5/31/06

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



Exhibit B-1 Amendment #1

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	Up to \$160 per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.50	15 min	



6 mac

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

Jeffery A. Meyers
Commissioner

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

Kathleen A. Dunn
Associate Commissioner
Medicaid Director

3/23/16 #6

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.

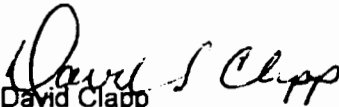
Area served: Statewide.


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

Attachment A
Financial Details

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

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
Sub-total			\$10,469

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
Sub-total			\$2,385

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
Sub-total			\$14,295

Attachment A
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
Sub-total			\$560,175

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
Sub-total			\$101,760

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
Sub-total			\$68,055

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
Sub-total			\$35,985

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
Sub-total			\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
Sub-total			\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
Sub-total			\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
Sub-total			\$218,370

Attachment A
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
Sub-total			\$55,260

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
Sub-total			\$13,845
Total Gov. Comm			\$1,616,084

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
Sub-total			\$62,231

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
Sub-total			\$33,515

Attachment A
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
Sub-total			\$357,600

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
Sub-total			\$81,005

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
Sub-total			\$3,174,325

Attachment A
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
Sub-total			\$576,640

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
Sub-total			\$385,645

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
Sub-total			\$203,915

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
Sub-total			\$546,805

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
Sub-total			\$1,500,650

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
Sub-total			\$1,272,960

Attachment A
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
Sub-total			\$1,237,430

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
Sub-total			\$313,140

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
Sub-total			\$89,155
Total Clinical Svcs			\$9,835,016
Grand Total			\$11,451,100

Summary of Contracted Services by Vendor

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/o 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
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	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
South Eastern New Hampshire Alcohol and Drug Abuse Services	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
The Youth Council	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-10)

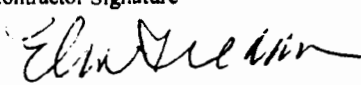
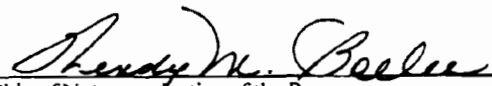
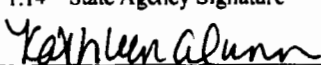
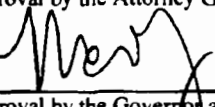
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Manchester Alcoholism Rehabilitation Center		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-621-3461	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$643,300
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elin Treanor, CFO	
1.13 Acknowledgement: State of NH, County of Hillsborough On 2/24/16, 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]  my commission expires 10/15/17			
1.13.2 Name and Title of Notary or Justice of the Peace Wandy M. Boelee, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. York - Attorney 3/7/16			
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>.



Exhibit A

- 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 general 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.

- 3.2. The Contractor agrees to provide services in this Contract to the general client



Exhibit A

population 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 Addiction Medicine (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.
 - 4.1.3. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

Handwritten initials in black ink, appearing to be 'EK'.



Exhibit A

4.1.4. Transitional Living Services provide residential substance abuse treatment services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.4.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$77 per week.

4.1.4.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.4.3. The Contractor shall maintain records to account for the client's



Exhibit A

contribution to room and board.

4.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.5.1. The Contractor may charge the client fees for room and board in accordance with Sections 4.1.4.1 through 4.1.4.3 above.

4.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.1.7. Withdrawal Management services as defined as ASAM Criteria 3.7-WM as a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

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 Services 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 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

Handwritten initials in black ink, appearing to be 'EJ' or similar, written over a horizontal line.



Exhibit A

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. 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:

ET

2/24/16



Exhibit A

- 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.
- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, except for Transitional Living, 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:



Exhibit A

- 7.2.4.1. The client chooses 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 choose:
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 client's 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



Exhibit A

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:
 - 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



Exhibit A

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.

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.



Exhibit A

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 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



Exhibit A

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.
- 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, except for Transitional Living. 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

EE



Exhibit A

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 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 and Transitional Living.
- 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.



Exhibit A

- 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:
- 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.



Exhibit A

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;

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

ET



Exhibit A

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 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.

E.T.



Exhibit A

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. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.

17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration.

17.3. The Contractor shall provide to the Department a copy of the required facility license, in Section 17.1 within 30 days of the contract effective date and then within 30 days after the newly issued license.

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; 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

ECJ



Exhibit A

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.
- 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



Exhibit A

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.

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;



Exhibit A

- 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 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



Exhibit A

Performance Criteria	Incentive Payment
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.
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:



Exhibit A

- 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.
- 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



Exhibit A

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 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



Exhibit A

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.

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



Exhibit A

- 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 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.

ET



Exhibit A

- 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 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:



Exhibit A

- 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 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-



Exhibit A

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 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.



Exhibit A

- 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 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. 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 7, 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

Handwritten initials, possibly 'E.T.', written in black ink.



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 7 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, except:
 - 4.4.1. In Exhibit A, Sections 4.1.4 Transitional Living and 4.1.5.Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1
 - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) 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 as follows:
 - 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 5.2. 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.
 - 5.3. 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.
 - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 5.4.1. Submit separate batches for each billing month.
 - 5.5. 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 Crisis Services to Existing Clients and their Significant Others:
 - 6.1. 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.
 7. Sliding Fee Scale
 - 7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 as follows:



Exhibit B

7.2. 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:

- 7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
- 7.2.2. 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.
- 7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
- 7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
- 7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
- 7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
- 7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

7.3. 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.

8. Non Reimbursement for Services

8.1. 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:

- 8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
- 8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
- 8.1.3. Services covered by Medicare for clients who are eligible for Medicare.
- 8.1.4. 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.

8.2. Notwithstanding Section 8.1 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 8.1.

9. 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.

EF



Exhibit B

10. Funding may not be used to replace funding for a program already funded from another source.
11. The Contractor will keep records of their activities related to Department programs and services.
12. 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.
13. 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.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 14.2.1. Make cash payments to intended recipients of substance abuse services.
 - 14.2.2. 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.
 - 14.2.3. 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.
 - 14.2.4. 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.
 - 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
 - 14.3.1. 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



Exhibit B

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
Partial Hospitalization	\$203.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week (\$1,218) per client
Transitional Living	\$100.00	Per day	7 days per week (\$700), per client
Low-Intensity Residential Adolescent	\$130.00	Per day	7 days per week (\$910), per client
High-Intensity Residential Adult	\$140.00	Per day	7 days per week (\$980), per client
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$195.00	Per day	7 days per week (\$1,365) per client

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



Exhibit B-1

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	Up to \$160 per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.00	15 min	

CT



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;

EJ



- 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.

New Hampshire Department of Health and Human Services
Exhibit C



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

EE



- 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

ET

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:

2/24/16
Date


Name: Elin Treanor
Title: CFO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

2/24/16
Date


Name: Elin Treanor
Title: CFO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

ET



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

2/24/16
Date


Name: Elin Treanor
Title: CFO



**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

ET

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:

2/24/16
Date


Name: Elin Treanor
Title: CFO

Exhibit G

Contractor Initials 

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

2/24/16
Date

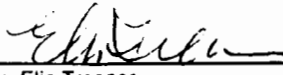

Name: Elin Treanor
Title: CFO



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

ET



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

EA



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

Handwritten initials in black ink, appearing to be 'CT'.



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

Yvonne Alvarado
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

2/26/16
Date

Manchester Alcoholism Rehabilitation Center
Name of the Contractor

Elin Treanor
Signature of Authorized Representative

Elin Treanor
Name of Authorized Representative

CFO
Title of Authorized Representative

2/24/16
Date

ET



**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:

2/24/16
Date


Name: Elin Treanor
Title: CFO



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: 948500285
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
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;



Exhibit K

- 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;



Exhibit K

- 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:



Exhibit K

- 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.



Exhibit K

- 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:



Exhibit K

- 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



Exhibit K

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



Exhibit K

- 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;



Exhibit K

- 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



Exhibit K

-
- 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:



Exhibit K

- 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:



Exhibit K

- 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



Exhibit K

- 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.



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

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 25th day of April, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependency/Greater Manchester, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 101 Manchester Street, Manchester, NH, 03101.

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

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase funding in State Fiscal Years 2017 and 2018.

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

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:
05-095-092-920510-33840000-102-500734
05-095-092-920510-33820000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$2,409,100.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
 - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

**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

5/16/17
Date

[Signature]
Katja S. Fox
Director

National Council on Alcoholism and Drug Dependency/Greater
Manchester

May 1, 2017
Date

[Signature]
Name: Stephanie Bergeron
Title: Executive Director

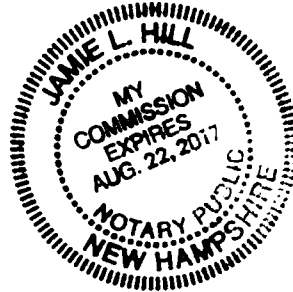
Acknowledgement of Contractor's signature:

State of NH, County of Hillsboro on 1st May 17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Jamie Hill Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8.22.17





**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

Date 5/20/17


Name: Megan A. Capuano
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire nonprofit corporation formed December 7, 1977. 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 18th day of May A.D. 2016

William M. Gardner

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER	Business ID: 63314
Business Type:	Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date:	12/07/1977	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction:	12/07/1977	
Principal Office Address:	93-101 Manchester Street, Manchester, NH, 03101, USA	Mailing Address: NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire	
		Last Nonprofit Report Year: 2015
		Next Report Year: 2020
Duration:	Perpetual	
Business Email:	NONE	Phone #: NONE
Notification Email:	NONE	Fiscal Year End Date: NONE

Principal Purpose

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

Page 1 of 1, records 1 to 3 of 3

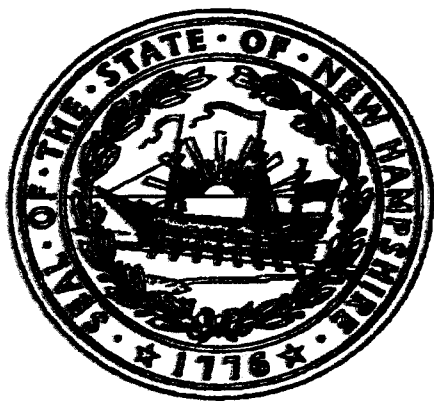
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SERENITY PLACE is a New Hampshire Trade Name registered to transact business in New Hampshire on April 07, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 611719



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Serenity Place, NCADD-GM.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 6, 2016:
(Date)

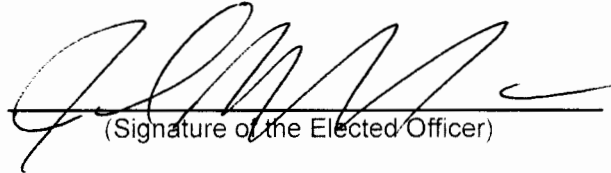
RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 1st day of May, 2017.
(Date Contract Signed)

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

of the Agency.

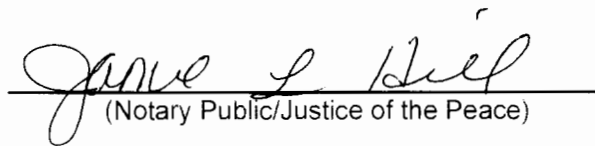

(Signature of the Elected Officer)

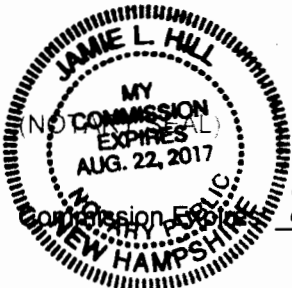
STATE OF NH

County of Hillsboro

The forgoing instrument was acknowledged before me this 1st day of May, 2017,

By John Fitzgerald
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)





CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	3A State: NH WCD09246700-17	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

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

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE

Audited Financial Statements

For The Fiscal Years Ended
June 30, 2016 and 2015

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

Table of Contents

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

INDEPENDENT AUDITOR'S REPORT

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

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Penchansky & Co. PLLC

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

January 17, 2017

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

ASSETS

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

-Continued on Next Page-

See Notes and Independent Auditor's Report

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

LIABILITIES AND NET ASSETS

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

See Notes and Independent Auditor's Report

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

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

-Continued on Next Page-

See Notes and Independent Auditor's Report

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

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

See Notes and Independent Auditor's Report

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

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

-Continued on Next Page-

See Notes and Independent Auditor's Report

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

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

-Continued on Next Page-

See Notes and Independent Auditor's Report

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

Supporting Services - 2016

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

See Notes and Independent Auditor's Report

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

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

-Continued on Next Page-

See Notes and Independent Auditor's Report

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

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

See Notes and Independent Auditor's Report

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

Nature of Organization & Activities:

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

Note 1 - Summary of Significant Accounting Principles:

A. Method of Accounting

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

B. Basis of Presentation

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

Unrestricted Net Assets:

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

Temporarily Restricted Net Assets:

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

-Continued on Next Page-

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

Note 1 - Summary of Significant Accounting Principles - Continued:

B. Basis of Presentation - Continued

Permanently Restricted Net Assets:

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

C. Cash and Cash Equivalents

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

D. Use of Estimates in the Preparation of Financial Statements

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

E. Income Taxes

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

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

-Continued on Next Page-

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

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Fixed Assets

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

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

G. Accounts Receivable

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

H. Donor-Restricted Contributions

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

I. Investments

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

-Continued on Next Page-

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

Note 1 - Summary of Significant Accounting Principles - Continued:

J. Fair Value of Financial Instruments

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

K. Advertising

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

L. Functional Allocation of Expenses

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

Note 2 - Notes Payable:

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

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

-Continued on Next Page-

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

Note 2 - Notes Payable - Continued:

Future minimum principal payments are as follows:

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

Note 3 - Temporarily Restricted Net Assets:

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

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

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

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

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

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

Note 5 - Concentration of Revenue and Support Sources:

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

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

Note 6 – Contributions:

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

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

Note 7 – Investments:

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

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

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

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

Note 8 – Fair Value Measurements:

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

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

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

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

-Continued on Next Page-

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

Note 8 – Fair Value Measurements - Continued:

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

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

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

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

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

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

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

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

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

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

-Continued on Next Page-

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

Note 9 – Line of Credit:

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

Note 10 – Involuntary Conversion:

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

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

Note 11 – Abandonment of Project:

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

Note 12 – Subsequent Events:

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

Serenity Place Board of Directors – FY2016-2017

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

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

Dominic Donahue, NCC, LMHC, LADC 1, CADAC.

Objective

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

Summary of Qualifications

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

Professional Accreditation

- * Nationally Certified Counselor (NCC)
- * Certified Clinical Mental Health Counselor (CCMHC)
- * Certified Alcohol and Drug Abuse Counselor (CADAC) and (LADC 1)
- * Certified Co-Occurring Disorder Professional- Diplomate (CCDP-D)
- * Substance Abuse Professional (SAP) Department of Transportation Certification
- * Approved Clinical Supervisor certified (ACS)
- * Certified Batterer's Intervention Counselor
- * Spiritual Care giving to Help Addicted Persons and Families Certificate
- * Substance Abuse Counseling Certificate
- * Certified HIV/AIDS Educator
- * Criminology Certificate
- * CPR and First Aid Certified

Professional Background

Serenity Place, Manchester, NH

2014 – Present

Clinical Director

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

Roxbury Community Health Care Center, Roxbury, MA

2012-2013

Senior Clinician/ Suboxone Program Coordinator

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

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

Arbour Counseling Services: Allston, Ma

2004-2012

Program Director-School-Based Program

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

HRI, Arbour Hospital. Brookline, MA

2002-2004

Triangle PHP Clinical Coordinator

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

Spectrum Health Systems, Inc. Somerville, Ma

2001-2002

Clinical Director –Spectrum Shelter for Boys.

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

“Reaching out to Women”, Lynn, Ma

2000-2001

Senior clinician

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

Tri-City Mental Health & Retardation Center, Lynn, Ma. 1999-2001

Group Facilitator in Batterer's Intervention

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

Essex County Correctional Facility, Middleton, Ma 1997-1999

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

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

Serenity Supportive Housing, Topsfield, Ma. 1995-1997

Assistant Program Director

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

Educational Background

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

References Available upon Request

Jamie Hill



Objective

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

Experience

Serenity Place - Controller

January 2016 - Present

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

Control Technologies - Accounting Assistant

July 2015 - January 2016

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

Accountemps – Salaried Professional Sr. Accountant

July 2014 – July 2015

- Assist clients with various accounting/finance needs and projects

WhippleHill Communications

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

Bauer Hockey

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

Gigunda Group, Inc. – Director of Finance

March 2012 – May 2014

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

Gigunda Group, Inc. – Accounting Assistant

January 2008 – March 2012

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

Manchester Radio Group – Assistant Business Manager

May 2002 – June 2007

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

Education

Hesser College – Associates in Accounting

January 2001 – May 2003

Pursued my passion for numbers and analyzing problems.

Skills

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

Computer Applications

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Serenity Place

Name of Program/Service: SUD Treatment & RSS Contract

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Stephanie Bergeron - Executive Director	\$18,205	36.25%	\$6,599.40
Dominic Donahue - Clinical Director	\$17,806	37.50%	\$6,677.34
Jamie Hill - Finance Director	\$16,250	20.00%	\$3,250.00
Susan Ouellet - Development Director	\$12,000	5.00%	\$600.00
Julia Reilly - Program Director	\$14,575	90.00%	\$13,117.50
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$30,244.25

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



25 mac

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

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

6/29/16 # 25

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

Attachment A
Financial Details

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

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
Sub-total			\$10,469	\$0	\$10,469

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
Sub-total			\$2,385	\$0	\$2,385

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
Sub-total			\$73,425	\$0	\$73,425

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
Sub-total			\$14,295	\$0	\$14,295

Attachment A
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
Sub-total			\$560,175	\$0	\$560,175

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
Sub-total			\$101,760	\$0	\$101,760

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
Sub-total			\$68,055	\$0	\$68,055

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
Sub-total			\$35,985	\$0	\$35,985

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
Sub-total			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
Sub-total			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
Sub-total			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
Sub-total			\$218,370	\$0	\$218,370

Attachment A
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
Sub-total			\$55,260	\$0	\$55,260

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
Sub-total			\$13,845	\$0	\$13,845
Total Gov. Comm			\$1,689,509	\$0	\$1,689,509

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

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
Sub-total			\$62,231	\$0	\$62,231

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
Sub-total			\$33,515	\$0	\$33,515

Attachment A
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
Sub-total			\$357,600	\$0	\$357,600

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
Sub-total			\$416,075	\$0	\$416,075

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
Sub-total			\$81,005	\$0	\$81,005

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
Sub-total			\$3,174,325	\$0	\$3,174,325

Attachment A
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
Sub-total			\$576,640	\$0	\$576,640

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
Sub-total			\$385,645	\$0	\$385,645

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
Sub-total			\$203,915	\$0	\$203,915

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
Sub-total			\$546,805	\$0	\$546,805

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
Sub-total			\$1,500,650	\$0	\$1,500,650

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
Sub-total			\$1,272,960	\$0	\$1,272,960

Attachment A
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
Sub-total			\$1,237,430	\$0	\$1,237,430

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
Sub-total			\$405,140	\$0	\$405,140

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
Sub-total			\$89,155	\$0	\$89,155
Total Clinical Svcs			\$10,343,091	\$0	\$10,343,091
Grand Total			\$12,032,600	\$0	\$12,032,600



**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 National Council on Alcoholism and Drug Dependency/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement 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

6/10/16
Date

[Signature]
Katja S. Fox
Director

National Council on Alcoholism and Drug Dependency/Greater Manchester

6/1/2016
Date

[Signature]
NAME Sharon Drake
TITLE CEO

Acknowledgement:

State of NH, County of Hillsborough on 6/1/16, 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
Notary Public
Commission Expires: 02/28/19

**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

6/14/16
Date

[Signature]
Name: Megan [unclear]
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
Partial Hospitalization	\$223.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week (\$1,218), per client
Transitional Living	\$110.00	Per day	7 days per week (\$700), per client
Low-Intensity Residential Adult	\$119.00	Per day	7 days per week (\$770), per client
High-Intensity Residential Adult	\$154.00	Per day	7 days per week (\$980)
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day	7 days per week (\$665)

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



Exhibit B-1 Amendment #1

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
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
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 of combined individual & group per week
Group Recovery Support Services (Non-Clinical)	\$5.50	15 min	

SD

6/1/16



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

6
mac
3/23/16 #6

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.

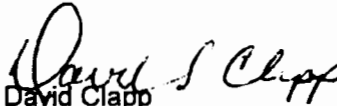
Area served: Statewide.


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 TI010035-14, 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

Attachment A
Financial Details

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

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
Sub-total			\$10,469

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
Sub-total			\$2,385

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
Sub-total			\$14,295

Attachment A
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
Sub-total			\$560,175

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
Sub-total			\$101,760

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
Sub-total			\$68,055

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
Sub-total			\$35,985

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
Sub-total			\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
Sub-total			\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
Sub-total			\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
Sub-total			\$218,370

Attachment A
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
Sub-total			\$55,260

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
Sub-total			\$13,845
Total Gov. Comm			\$1,616,084

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
Sub-total			\$62,231

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
Sub-total			\$33,515

Attachment A
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
Sub-total			\$357,600

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
Sub-total			\$81,005

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
Sub-total			\$3,174,325

Attachment A
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
Sub-total			\$576,640

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
Sub-total			\$385,645

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
Sub-total			\$203,915

Attachment A
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
Sub-total			\$546,805

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
Sub-total			\$1,500,650

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
Sub-total			\$1,272,960

Attachment A
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
Sub-total			\$1,237,430

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
Sub-total			\$313,140

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
Sub-total			\$89,155
Total Clinical Svcs			\$9,835,016
Grand Total			\$11,451,100

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
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
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		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-11)

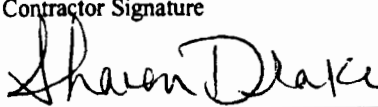
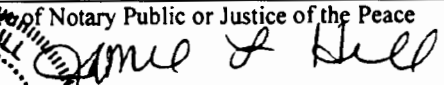
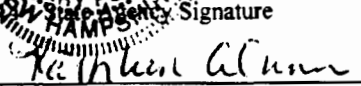
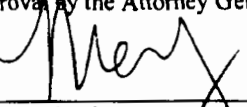
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 National Council on Alcoholism and Drug Dependency/Greater Manchester		1.4 Contractor Address 101 Manchester Street Manchester, NH 03101	
1.5 Contractor Phone Number 603 625-6980	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,715,000.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sharon Drake, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/29/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name and Title of Notary or Justice of the Peace Jamie L Hill Notary			
1.16 State Agency Signature  Date: <u>3/1/16</u>		1.15 Name and Title of State Agency Signatory Kathleen A Dunn Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/7/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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>.



Exhibit A

- 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 general 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.

3.2. The Contractor agrees to provide services in this Contract to the general client



Exhibit A

population 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 Addiction Medicine (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.
- 4.1.3. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

SD
2/29/16



Exhibit A

4.1.4. Transitional Living Services for adults that provide residential substance abuse treatment services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.4.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$77 per week.

4.1.4.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.4.3. The Contractor shall maintain records to account for the client's



Exhibit A

contribution to room and board.

4.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.5.1. The Contractor may charge the client fees for room and board in accordance with Sections 4.1.4.1 through 4.1.4.3 above.

4.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.1.7. Withdrawal Management services as defined as ASAM Criteria, Levels 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

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 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



Exhibit A

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. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or

6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.1.1.3. A MLADC or LADC

6.1.1.4. 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:



Exhibit A

- 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.
- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, except for Transitional Living, 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:



Exhibit A

-
- 7.2.4.1. The client chooses 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 choose:
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 client's 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



Exhibit A

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:
- 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

SD
2/29/16



Exhibit A

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.

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.



Exhibit A

- 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 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

SD
2/29/16



Exhibit A

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.
- 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, except for Transitional Living (See Section 10.1.6). 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

SP
2/29/16



Exhibit A

- 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 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 and Transitional Living.
- 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



Exhibit A

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:
 - 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.
 - 11.1.1.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.
 - 11.1.1.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.
 - 11.1.1.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.
 - 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



Exhibit A

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;
 - 12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TCP) 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.



Exhibit A

- 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 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



Exhibit A

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. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.

17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration upon receiving a residential facilities license as in Section 17.4.

17.3. The Contractor shall provide to the Department a copy of the required facility license upon receiving a residential facilities license as in Section 17.4 and then within 30 days after each newly issued license.

17.4. The Contractor shall work with the Department and provide to the Department a plan in accordance with Section 25, Tirrell House Facilities Use Agreement for the State Owned Building, to achieve residential facility licensure.

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; 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.

SD
2/29/16



Exhibit A

- 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.
 - 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.
- 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



Exhibit A

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.

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;



Exhibit A

- 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 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	The Contractor will receive an incentive payment of



Exhibit A

Performance Criteria	Incentive Payment
evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	\$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.
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.

SD
2/29/16



Exhibit A

- 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.
- 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.



Exhibit A

- 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 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



Exhibit A

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.

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

SD

2/29/16



Exhibit A

- 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 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



Exhibit A

- 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 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.



Exhibit A

- 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 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:



Exhibit A

- 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 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



Exhibit A

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 reject any such human subject research requests.

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



Exhibit A

25. Tirrell House Facilities Use Agreement

- 25.1. The Contractor agrees to use the State of New Hampshire owned building, the Tirrell House located at 15 Brook Street, Manchester, New Hampshire 03103 to provide residential services for up to 14 individuals as in Exhibit A Section 4.
- 25.2. The Contractor shall have the right to use onsite parking lot. No reserved parking is provided as part of this Agreement.
- 25.3. The Contractor has inspected and knows the condition of the Tirrell House and agrees to make repairs and renovations outlined in Section 25.4.
- 25.4. The Contractor shall be responsible for making the repairs and renovations to the building identified in Section 25.1 above, to obtain residential facilities licensure as required in Exhibit A, Section 17, as follows:
 - 25.4.1. Submit to the State of New Hampshire for approval with 10 days of the Contract effective date, the plan to repair/renovate the building as required by the joint inspection of the State Fire Marshall, City of Manchester, and the Department's Health Facilities Administration, such as but not limited to:
 - 25.4.1.1. Repair/replace the fire alarm system,
 - 25.4.1.2. Repair/replace the fire suppression system,
 - 25.4.1.3. Upgrade the kitchen,
 - 25.4.1.4. Obtain the required engineering, testing or certificates for the work to be completed.
 - 25.4.1.5. Make other miscellaneous repairs/replacements to the building as needed to obtain licensure.
 - 25.4.1.6. Ensure that the approved vendors completing the work in Section 25.4.3 shall clean and remove all waste and excess materials from the work site(s)
 - 25.4.1.7. Ensure that the approved vendors completing the work in Section 25.4.3 provide a guarantee for all work as in Section 25.5.
 - 25.4.2. Include in the plan (Section 25.4.1) the following:
 - 25.4.2.1. A complete definition of the proposed scope of work,
 - 25.4.2.2. Name(s) of the Vendors/Contractors who will complete the work,
 - 25.4.2.3. Detail of any and all work requiring integration with the buildings' mechanical system or are structural in nature,
 - 25.4.2.4. The estimated costs of the said repairs,



Exhibit A

- 25.4.2.5. The timeline to have the repairs completed.
- 25.4.3. Agree that the State reserves the right to define the means, methods, materials, and specific vendors to be utilized in performing the work.
- 25.4.4. Agree that all work completed shall be approved by the State of New Hampshire Public Works Department.
- 25.4.5. Have the repairs/renovations completed by June 16, 2016 in order to obtain residential facilities licensure from the Department and in accordance with Exhibit C, Paragraph 15, by July 1, 2016.
- 25.4.6. Agree to contingencies that the schedule in Section 25.4.5 above shall be binding unless the Contractor and the State of New Hampshire negotiate a mutually agreeable alternate schedule, and/or if other causes such as inclement weather or facility troubles cause delay. Any proposed alternative completion date shall be documented in writing and submitted with as much advance notice as circumstances allow for the other party's review and approval. Any and all schedule negotiation shall be made in good faith and by both parties.
- 25.4.6.1. Notwithstanding paragraph 18 of the General Provisions of this Agreement, P-37, an amendment limited to Exhibit A, Section 25, Paragraph 25.4.6, to adjust the work schedule, within the completion date in block 1.7 of the P-37 General Provisions of this Agreement, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
- 25.4.7. Agree to be reimbursed by the State of New Hampshire for the actual cost of the repairs and renovations in accordance with and up to the amount in Exhibit B, Section 7.
- 25.5. The Contractor will ensure that all work/repairs/renovations/replacements are guaranteed by the vendors completing the work, against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of completion of the work in Section 25.4.5.
- 25.5.1. The Contractor will ensure that if, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the State of New Hampshire is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Vendor shall promptly upon receipt of notice from the State of New Hampshire, and at the Vendor's own expense:
- 25.5.1.1. Place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein.

SD
2/29/16



Exhibit A

- 25.5.1.2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the State of New Hampshire, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.
- 25.5.1.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 25.6. The Contractor agrees to obtain prior written consent (which shall not be unreasonably withheld or delayed) from the State of New Hampshire for additions, alterations, improvements to the building identified in Section 25.1 (in addition to those outlined in Section 25.4 above).
- 25.7. The Contractor shall use and occupy the Tirrell House at the expense of the Contractor. The Contractor is responsible to maintain and repair the roof, boiler, plumbing systems, and electrical systems. The Contractor is responsible for all repairs due to wear or negligence on the part of the Contractor, its employees, assignees, or guests.
- 25.8. The Contractor shall be subject to the general supervision of the State of New Hampshire.
- 25.9. The Contractor shall be subject to such rules and regulations as the State may prescribe from time to time, such as but not limited to meeting the requirements of the Department's Health Facilities Administration, City of Manchester, and the State of New Hampshire Public Works Department.
- 25.10. The Contractor is responsible for paying for all utilities such as:
- 25.10.1. Electricity,
 - 25.10.2. Heating oil
 - 25.10.3. Water
 - 25.10.4. Sewer
- 25.11. The Contractor shall establish accounts for all utilities (Natural Gas, Steam, Water/Sewer, & Electric) in the name of the contractor, with State of New Hampshire named as "second" on each utility account. Invoices for each utility shall be sent directly to, and paid by the Contractor.
- 25.12. The Contractor will assign a Liaison and backup to develop a Maintenance Checklist for routine repairs/maintenance needed. The Maintenance Checklist will be available for the State to review and prioritize during the bi-weekly inspection conducted by the State. Liaisons will be the only persons who shall contact the State of New Hampshire.
- 25.13. The Contractor shall provide grounds services.



Exhibit A

- 25.14. The Contractor shall be responsible for janitorial services, snow removal, and waste disposal.
- 25.15. The Contractor shall be responsible for all necessary furniture, fixtures, and equipment necessary to provide services for the Tirrell House.
- 25.16. The Contractor will protect, repair and maintain the Tirrell House in good order and condition at their expense and without costs or expense to State.
- 25.17. The Contractor shall exercise due diligence in protecting the Tirrell House against damage or destruction by fire, vandalism, theft or other causes.
- 25.18. The Contractor shall, at their own expense, promptly repair or replace to the satisfaction of the State, property damaged or destroyed by the Contractor or guests, incident to its exercise of the privileges granted. Alternatively, if required by the State, the Contractor shall pay the State money in the amount sufficient to compensate for the loss sustained by the State for damage to or destruction of the Tirrell House.
- 25.19. The Contractor will at all times during the existence of this Agreement, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste. Should Contractor discover any violations, Contractor to report these violations immediately to the State of New Hampshire. The Contractor shall, at their own expense, be responsible for any costs incurred as a result of their violation of the aforementioned federal, state and local laws, rules and regulations and standards.
- 25.20. The Contractor agrees that any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the Tirrell House, at all times (with reasonable notice) for any purpose, including inspection, and the Contractor shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.
- 25.21. The State shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the Tirrell House and its use and occupation by the Contractor, or from damage to their property, or damage to the property, or injuries to the persons of the Contractor or any officers, employees, servants, agents, contractors, or others who may be at the Tirrell House at their invitation or the invitation of any one of them arising from governmental activities at the Tirrell House.
- 25.22. The Contractor agrees to assume all risk of loss or damage to the property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use of and occupancy



Exhibit A

of the Tirrell House. The Contractor expressly waives all claims against the State and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Tirrell House or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.

- 25.23. The Contractor agrees, to indemnify, save, hold harmless and defend the State and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this use Agreement in Exhibit A, Section 25 and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the Contractor giving rise to liability to the State or the State of New Hampshire, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.
- 25.24. The Contractor agrees that on or before the expiration date of this Agreement, or within ten (10) business days after its revocation by the State, or relinquishment by the Contractor, the Contractor shall vacate the Tirrell House and shall, remove all their personal property and restore the Tirrell House to a condition satisfactory to the State, damages beyond the control of the Contractor and due to ordinary wear and tear excepted. If the Contractor shall fail or neglect to remove their personal property and so restore the Tirrell House, then at the option of the State, such property shall either become property of the State without compensation therefore, or the State may cause property to be removed and the Tirrell House to be so restored at the expense of the Contractor, and no claim for damage against the State or its officers, employees or agents shall be created by or made on account of such removal and restoration work.
- 25.25. This Agreement is effective only insofar as the rights of the Contractor in the Tirrell House involved are concerned, and the Contractor shall obtain such permission as may be necessary on account of any other existing rights.
- 25.26. The terms of the Use Agreement in this Section 25, shall not be transferred or assigned.
- 25.27. The Contractor and the State agree that no notices, orders, directions, determinations, requirement consents, and/or approvals under this Agreement shall be of any effect unless it is in writing. All notices to be given pursuant to this Agreement shall be addressed to the State:

State of New Hampshire
Department of Health and Human Services
Attn: Director of Facilities Management
129 Pleasant Street
Concord, NH, 03301



Exhibit A

25.28. The Contractor agrees that routine building maintenance is defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances). Routine building maintenance does, not include damage resulting in abuse or neglect by the contractor or its agents, consumers, and visitors.



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 9, 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 9 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, except:
 - 4.4.1. In Exhibit A, Sections 4.1.4 Transitional Living and 4.1.5.Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1
- 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) 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 repairs and renovations for the Tirrel House in Section 7, as follows:
 - 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 5.2. 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.
 - 5.3. 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.
 - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 5.4.1. Submit separate batches for each billing month.
 - 5.5. 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 Crisis Services to Existing Clients and their Significant Others:
 - 6.1. 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.



Exhibit B

7. Payment for Repairs and Renovations for the Tirrell House
 - 7.1. The Department will reimburse the Contractor for actual expenses incurred to repair and renovate the building based upon the Department approved plan in Exhibit A, Section 25.
 - 7.2. The Contractor shall be reimbursed up to the maximum allowed amount of \$286,000 for authorized expenses.
 - 7.2.1. Funding to support these repairs/renovations is from State of New Hampshire general funds.
 - 7.3. Payment will be made only upon completion of repairs and renovations and acceptance of work performed by the Department of Health and Human Services, in accordance with the terms Exhibit A, Section 25.
 - 7.4. The Contractor's invoice shall include the amount for materials and labor.
 - 7.5. Once the repairs and renovations are made and in working order and approved by the Department, the contractor shall ensure that the Vendor who provided the repairs/renovations/replacements in Exhibit A, Section 25, shall provide any work as described under the warranty in Exhibit A, Section 25, at no additional cost through the completion date of the warranty period.
 - 7.6. The Contractor shall submit actual expenses on an invoice that provides a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.
 - 7.7. The Department will authorize reimbursement of expenses based on actual allowable expenses, in accordance with applicable state and federal laws and regulations and terms in Exhibit A, Section 25.
 - 7.8. The Contractor will submit an invoice by the 20th day of the month following completion of the work defined in Exhibit B Section 7.3, which identifies and requests reimbursement for authorized expenses incurred for the project and renovation. 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
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301
8. Sliding Fee Scale
 - 8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1, except for repairs and renovations for the Tirrell House in Section 7 as follows:



Exhibit B

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.

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.



Exhibit B

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.
 - 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



Exhibit B

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
Partial Hospitalization	\$203.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week (\$1,218), per client
Transitional Living	\$100.00	Per day	7 days per week (\$700), per client
Low-Intensity Residential Adult	\$110.00	Per day	7 days per week (\$770), per client
High-Intensity Residential Adult	\$140.00	Per day	7 days per week (\$980)
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$95.00	Per day	7 days per week (\$665)

SD

2/29/16

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



Exhibit B-1

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
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
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 of combined individual & group per week
Group Recovery Support Services (Non-Clinical)	\$5.00	15 min	



SPECIAL PROVISIONS

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

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

SD

2/29/16



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

SD

7/29/16



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

SD
2/29/16



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

SD

2/29/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: NCADD em

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

Contractor Initials SD
Date 2/29/16



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: NCADD Gm

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

Contractor Initials SD
Date 2/29/16



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

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

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

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

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

Exhibit G

Contractor Initials

SD

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

Date

2/29/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: NCADD Gm

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

Exhibit G

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

Contractor Initials SD

Date 2/29/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: NEADD GM

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

SD

2/29/16



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

SD

Date 2/29/16



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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

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

3/1/16
Date

NCADD GM
Name of the Contractor

Sharon Drake
Signature of Authorized Representative

Sharon Drake
Name of Authorized Representative

CEO
Title of Authorized Representative

2/29/16
Date



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

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

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

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

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

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

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

Contractor Name: NCADD 6m

2/29/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



FORM A

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

1. The DUNS number for your entity is: 00-946-2784
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

SD

2/29/16



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;



Exhibit K

- 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;



Exhibit K

- 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:



Exhibit K

- 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.



Exhibit K

- 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:



Exhibit K

- 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



Exhibit K

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



Exhibit K

- 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;



Exhibit K

- 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



Exhibit K

- 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:



Exhibit K

- 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:



Exhibit K

- 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



Exhibit K

- 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.