



EV 10

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

Nicholas A. Toumpas
 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

November 17, 2015

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

Sole Source

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Bureau of Drug & Alcohol Services, to enter into a **sole source** amendment to an existing agreement with National Council on Alcoholism and Drug Dependence (Vendor # 1777265 B001), 101 Manchester Street, Manchester, NH 03105, to continue providing Transitional Living services for men, by increasing the price limitation by \$82,423 from \$1,614,637 to an amount not to exceed \$1,697,060, and extending the completion date from December 31, 2015, to March 31, 2016, effective January 1, 2016 upon date of Governor and Executive Council approval. This Agreement was originally approved by Governor and Executive Council on July 13, 2011 (Item #73), and Amended on May 15, 2013 (Item #58A) and Amended on June 24, 2015 (Item #31). 100% General Funds.

2. Contingent upon approval of Requested Action #1, authorize the Department of Health and Human Services to amend a License For Use Of Premises (License) with National Council on Alcoholism and Drug Dependence (Vendor #1777265 B001), 101 Manchester Street, Manchester, NH 03105, to continue using the premises, known as the Tirrell House on 15 Brook Street, Manchester, NH 03105, for housing facilities for men enrolled in Transitional Living services, by extending the completion date from December 31, 2015 to March 31, 2016, effective January 1, 2016 upon date of Governor and Executive Council approval. No funds are required for this License. This License for Use of Premises was originally approved by Governor and Executive Council on July 13, 2011 (Item #73), and Amended on May 15, 2013 (Item #58A) and Amended on June 24, 2015 (Item #31).

Funds are available in State Fiscal Year 2016 in the following account, upon, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

| State Fiscal Year | Class/Account | Class Title | Total Amount | Total Amount | Total Amount |
|-------------------|---------------|---------------------------|--------------|--------------|--------------|
| 2012 | 102-500731 | Contracts for Progr.Svcs. | \$357,111.00 | \$0 | \$357,111.00 |
| 2013 | 102-500731 | Contracts for Progr.Svcs. | \$367,785.00 | \$0 | \$367,785.00 |
| 2014 | 102-500731 | Contracts for Progr.Svcs. | \$362,448.00 | \$0 | \$362,448.00 |

| State Fiscal Year | Class/Account | Class Title | Total Amount | Total Amount | Total Amount |
|-------------------|---------------|---------------------------|--------------------|-----------------|--------------------|
| 2015 | 102-500731 | Contracts for Progr.Svcs. | \$362,448.00 | \$0 | \$362,448.00 |
| 2016 | 102-500731 | | \$164,845 | \$82,423 | \$247,268 |
| | | TOTAL | \$1,614,637 | \$82,423 | \$1,697,060 |

EXPLANATION

These **sole source** actions are requested to provide Transitional Living services for an additional three months. A Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services, which includes the Transitional Living services, was published on the Department’s website with a closing date of December 15, 2015. The approval of these actions will allow the Department the additional time to complete the procurement for Substance Use Disorder Treatment and Recovery Support Services for the State of New Hampshire.

Transitional Living services provide a sober, residential and therapeutic living environment for men in Manchester, New Hampshire, who require a residential level of care for substance use treatment.

Should Governor and Council not authorize this request, there would be no Transitional Living services for men in Manchester, New Hampshire. The majority of men entering this program are high-risk referrals from the Department of Corrections along with referrals from treatment providers for men struggling to remain clean and sober in a lesser restrictive level of care. Clients would be returned to jail or to the Department of Corrections for substance related probation/parole violations without this critical service to New Hampshire's largest city.


Approval of this Amendment to the License for Use Agreement in Requested Action #2, will allow the Department to continue to provide housing facilities for the men enrolled in Transitional Living services in the Manchester, New Hampshire community.

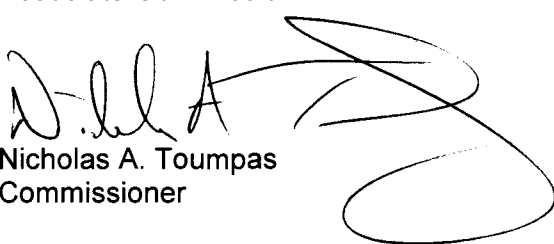
Should the Governor and Executive Council determine to not authorize this Requested Action #2, the Contractor would not have sufficient resources to continue to provide housing for men enrolled in Transitional Living services.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,


 for Kathleen A. Dunn, MPH
 Associate Commissioner

Approved by: 
 Nicholas A. Toumpas
 Commissioner



New Hampshire Substance Abuse Services

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Abuse Services Contract**

This third Amendment to the Substance Abuse Services contract (hereinafter referred to as "Amendment #3") dated November 3, 2105, 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 Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit organization with a place of business at 101 Manchester Street, Manchester, NH 03201.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on July 13, 2011(hereinafter referred to as the "Contract"), and amended by and agreement (Amendment #1 to the Contract) approved on May 15, 2013 (Item #58A), and (Amendment #2 to the Contract) approved on June 24, 2015 (Item #31) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council; and

WHEREAS, the State and the Contractor agree to extend the completion date by three (3) months and increase 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 #3, 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. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$1,697,060.
4. Delete in its entirety, Exhibit B-1, and replace with Exhibit B-1 Amendment #1.



New Hampshire Substance Abuse 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

11/18/15
Date

Marilee Nihan
NAME Marilee Nihan
TITLE Deputy Commissioner

National Council on Alcoholism and Drug
Dependence/Greater Manchester

11/13/15
Date

Sharon Drake
NAME Sharon Drake
TITLE CEO

Acknowledgement:

State of NH, County of Hillsborough on 11/13/15, 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

Diana M. Gauthier
Name and Title of Notary Public or Justice of the Peace

Diana M. Gauthier
Notary Public
Commission Expires: 02/28/19



New Hampshire Substance Abuse Services

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

OFFICE OF THE ATTORNEY GENERAL

Date 11/25/15

Name: Megan A. Fogle
Title: Attorney

I hereby certify that the foregoing contract was approved by the Governor and 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

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: National Council on Alcoholism and Drug Dependence

Budget Request for: Substance Use Services: Transitional Living Program
Name of Program

Budget Period: 7/1/15 to 3/31/16

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|----------------|----------------------|---|
| 1. Total Salary/Wages | \$ 170,439.00 | \$ - | \$ 170,439.00 | |
| 2. Employee Benefits | \$ 25,566.00 | \$ - | \$ 25,566.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ 2,625.00 | \$ - | \$ 2,625.00 | |
| Purchase/Depreciation | \$ 1,500.00 | \$ - | \$ 1,500.00 | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ 563.00 | \$ - | \$ 563.00 | |
| Lab | \$ 6,000.00 | \$ - | \$ 6,000.00 | |
| Pharmacy | \$ 225.00 | \$ - | \$ 225.00 | |
| Medical | \$ 375.00 | \$ - | \$ 375.00 | |
| Office | \$ 1,875.00 | \$ - | \$ 1,875.00 | |
| 6. Travel | \$ 563.00 | \$ - | \$ 563.00 | |
| 7. Occupancy | \$ 25,725.00 | \$ - | \$ 25,725.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ 1,125.00 | \$ - | \$ 1,125.00 | |
| Postage | \$ 562.00 | \$ - | \$ 562.00 | |
| Subscriptions | \$ 750.00 | \$ - | \$ 750.00 | |
| Audit and Legal | \$ 1,500.00 | \$ - | \$ 1,500.00 | |
| Insurance | \$ 2,250.00 | \$ - | \$ 2,250.00 | |
| Board Expenses | \$ 375.00 | \$ - | \$ 375.00 | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 3,000.00 | \$ - | \$ 3,000.00 | |
| 11. Staff Education and Training | \$ 2,250.00 | \$ - | \$ 2,250.00 | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 247,268.00 | \$ - | \$ 247,268.00 | |

Indirect As A Percent of Direct

0.0%



New Hampshire Tirrell House License for Use

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Transitional Living Program/Halfway House for men License for
Use Agreement**

This third Amendment to the License for Use of Premises (hereinafter referred to as "Amendment #3") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "Licensor") and National Council on Alcoholism and Drug Dependence (hereinafter referred to as "the Licensee"), a non-profit organization with a place of business at 101 Manchester Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on July 13, 2011 (hereinafter referred to as the "License for Use"), and amended by and agreement (Amendment #1 to the License for Use) approved on May 15, 2013 (Item #58A) and (Amendment #2 to the License for Use) approved on June 24, 2015 (Item #31) by Governor and Executive Council, the Licensee agreed to use the premises based upon the terms and conditions specified in the License for Use and in consideration of certain sums specified; and

WHEREAS, the Licensor and the Licensee have agreed to make changes to the scope of use of the premises, payment schedules and terms and conditions of the License for Use; and

WHEREAS, the terms and conditions specified in the License for Use are coterminous with the Department of health and Humans Services' contract with National Council on Alcoholism and Drug Dependence to provide Transitional Living Program/Halfway House for Men (TLP Agreement); and

WHEREAS, the TLP Agreement Block 1.7 of the P-37 is changed, subject to approval by the Governor and Executive Council, to March 31, 2016; and

WHEREAS, the Licensor desires the Licensee to continue the use of the Tirrell House at 15 Brook Street in Manchester for the purpose of providing diagnosis and evaluation, service coordination, community living arrangements, employment and day services, and programs designed to enhance personal and social competence.

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, 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. Section C.; change the date "December 31, 2015" to "March 31, 2016"



New Hampshire Tirrell House License for Use

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

11/18/15
Date

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

National Council on Alcoholism and Drug
Dependence/Greater Manchester

11/13/15
Date

Sharon Drake
NAME Sharon Drake
TITLE CEO

Acknowledgement:

State of NH, County of Hillsborough on 11-13-15, 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

Diana M. Gauthier

Diana M. Gauthier
Notary Public
Commission Expires: 02/28/19

Name and Title of Notary or Justice of the Peace



New Hampshire Tirrell House License for Use

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

OFFICE OF THE ATTORNEY GENERAL

Date 11/25/15

Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing contract was approved by the Governor and 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, 1997. 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 27th day of May A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, John 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 NCADD/GM – Serenity Place.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on May 25, 2011:

(Date)

RESOLVED: That the Executive Director/CEO is hereby authorized on behalf of this Agency to enter into

(Title of Contract Signatory)

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

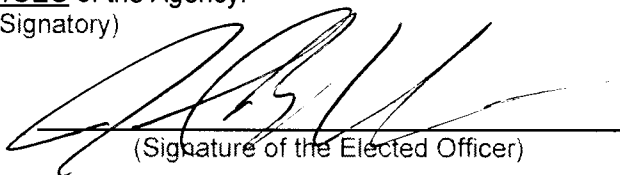
the 13th day of November, 2015.

(Date Contract Signed)

4. Sharon Drake is the duly elected Executive Director/CEO of the Agency.

(Name of Contract Signatory)

(Title of Contract Signatory)


(Signature of the Elected Officer)

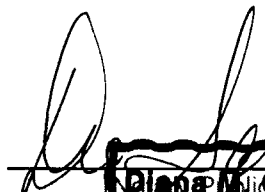
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 13th day of November, 2015.

By John FitzGerald, III.

(Name of Elected Officer of the Agency)


Diana M. Gauthier (Notary Public for the Peace)
Notary Public
Commission Expires: 02/28/19

(NOTARY SEAL)

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2015

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 | | NAIC # |
| INSURED Nat'l Council on Alcoholism & Drug Dependence Greater Manchester T/A Serenity Place 101 Manchester Street Manchester NH 03101 | INSURER A: Markel | | |
| | INSURER B: New York Marine and General | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

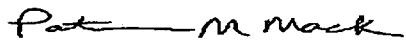
COVERAGES **CERTIFICATE NUMBER:** 2015 w/upd WC **REVISION NUMBER:**

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 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: | | | 8502SS335180-5 | 2/9/2015 | 2/9/2016 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | 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 | <input checked="" type="checkbox"/> 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 | | | 8502SS335180-5 | 2/9/2015 | 2/9/2016 | 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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000 | | | 4602SS335181-5 | 2/9/2015 | 2/9/2016 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| B | 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 | N/A | WC201500005743 | 5/1/2015 | 5/1/2016 | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| A | Abuse & Molestation | | | 8502SS335180-5 | 2/9/2015 | 2/9/2016 | \$1,000,000 | \$2,000,000 |
| A | Professional Liability | | | 8502SS335180-5 | 2/9/2015 | 2/9/2016 | \$1,000,000 | \$3,000,000 |

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

Re: Serenity Place, 101 Manchester Street, Manchester, NH
Re: Tirrell House, 15 Brook Street, Manchester, NH

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

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Recovery starts here and now.

VISION STATEMENT

Serenity Place is the premiere substance use disorder and education center in New Hampshire, offering innovative services for clients and their families.

MISSION STATEMENT

The mission of Serenity Place 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.

OUR VALUES

- | | |
|-----------------------|--|
| Integrity: | Honesty and authenticity form the foundation of all that we do. |
| Respect: | We respect all those with whom we work including our clients and their families, our staff, board members, volunteers, donors, supporters and partners. . |
| Compassion: | We deliver high quality, compassionate care to clients and their families. |
| Inclusive: | We work to ensure that any person desiring treatment, regardless of ethnicity, gender, age, creed and/or ability to pay, will have access to treatment within a reasonable amount of time. |
| Collaboration: | We recognize that resources exist to help us achieve our mission throughout the community and work with others in a spirit of cooperation and partnership |

Serenity Place Board of Directors – FY2015-2016

| NAME |
|---|
| Roger Beauchamp |
| Jeff Benson |
| Tiffany Cavanaugh Treasurer |
| Mary Constance |
| John FitzGerald, III President |
| Ross Kukish Secretary |
| Anthony Messina |
| Michael O'Shaughnessy Vice- President |
| Russ Ouellette |

Serenity Place Board of Directors – FY2015-2016

Barbara Potvin

Bobby Schultz

Alan Villeneuve

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.

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE

Audited Financial Statements

For The Fiscal Years Ended
June 30, 2014 and 2013

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

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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 non-profit organization), which comprise the statement of financial position as of June 30, 2014 and 2013, 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, 2014 and 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted.

Penchansky & Co. PLLC
Penchansky & Co., PLLC

Certified Public Accountants
Manchester, New Hampshire
January 9, 2015

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

| | <u>ASSETS</u> | | | |
|--------------------------------|---------------------|-----------------------------------|------------------------|------------------------|
| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>2014 Totals</u> | <u>2013 Totals</u> |
| <u>Current Assets:</u> | | | | |
| Cash and Cash Equivalents | \$ 73,212 | \$ 28,556 | \$ 101,768 | \$ 78,501 |
| Receivables | 155,261 | 0 | 155,261 | 199,099 |
| Prepaid Expenses | 15,103 | 0 | 15,103 | 15,832 |
| Total Current Assets | <u>243,576</u> | <u>28,556</u> | <u>272,132</u> | <u>293,432</u> |
| <u>Fixed Assets:</u> | | | | |
| Land | 42,371 | 0 | 42,371 | 42,371 |
| Buildings | 90,266 | 0 | 90,266 | 71,430 |
| Building Improvements | 465,198 | 0 | 465,198 | 427,465 |
| Furniture and Fixtures | 69,983 | 0 | 69,983 | 69,983 |
| Equipment | 93,941 | 0 | 93,941 | 85,944 |
| Vehicles | 29,950 | 0 | 29,950 | 29,950 |
| Less: Accumulated Depreciation | (417,799) | 0 | (417,799) | (383,446) |
| Net Fixed Assets | <u>373,910</u> | <u>0</u> | <u>373,910</u> | <u>343,697</u> |
| <u>Other Assets:</u> | | | | |
| Investments at Market Value | 84,144 | 0 | 84,144 | 70,022 |
| Total Other Assets | <u>84,144</u> | <u>0</u> | <u>84,144</u> | <u>70,022</u> |
| Total Assets | <u>\$ 701,630</u> | <u>\$ 28,556</u> | <u>\$ 730,186</u> | <u>\$ 707,151</u> |

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>2014 Totals</u> | <u>2013 Totals</u> |
|---|--------------------------|-----------------------------------|--------------------------|--------------------------|
| <u>Current Liabilities:</u> | | | | |
| Accounts Payable | \$ 49,015 | \$ 0 | \$ 49,015 | \$ 21,034 |
| Accrued Expenses | 89,148 | 0 | 89,148 | 46,953 |
| Deferred Revenue | 14,155 | 0 | 14,155 | 20,115 |
| Line of Credit | 36,305 | 0 | 36,305 | 37,800 |
| Current Portion of Notes Payable | 5,000 | 0 | 5,000 | 6,926 |
| | <u>193,623</u> | <u>0</u> | <u>193,623</u> | <u>132,828</u> |
| <u>Long Term Liabilities:</u> | | | | |
| State Loan Payable | 20,000 | 0 | 20,000 | 20,000 |
| Notes Payable, Net of Current Portion | 20,000 | 0 | 20,000 | 30,000 |
| | <u>40,000</u> | <u>0</u> | <u>40,000</u> | <u>50,000</u> |
| Total Long Term Liabilities | <u>40,000</u> | <u>0</u> | <u>40,000</u> | <u>50,000</u> |
| Total Liabilities | <u>233,623</u> | <u>0</u> | <u>233,623</u> | <u>182,828</u> |
| <u>Net Assets:</u> | | | | |
| Unrestricted Net Assets | 468,007 | 0 | 468,007 | 505,903 |
| Temporarily Restricted Net Assets | 0 | 28,556 | 28,556 | 18,420 |
| | <u>468,007</u> | <u>28,556</u> | <u>496,563</u> | <u>524,323</u> |
| Total Net Assets | <u>468,007</u> | <u>28,556</u> | <u>496,563</u> | <u>524,323</u> |
| Total Liabilities and Net Assets | <u>\$ 701,630</u> | <u>\$ 28,556</u> | <u>\$ 730,186</u> | <u>\$ 707,151</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>2014 Totals</u> | <u>2013 Totals</u> |
|--|---------------------|-----------------------------------|------------------------|------------------------|
| <u>Revenue and Support:</u> | | | | |
| Governmental Agency Revenue | \$ 844,314 | \$ 0 | \$ 844,314 | \$ 803,970 |
| Contributions | 41,455 | 0 | 41,455 | 46,974 |
| Grants | 55,400 | 20,000 | 75,400 | 72,864 |
| Charges For Services | 505,309 | 0 | 505,309 | 466,192 |
| Fundraising | 30,886 | 0 | 30,886 | 24,370 |
| Other Revenue | 7,182 | 0 | 7,182 | 6,867 |
| Net Assets Released from Restrictions: | | | | |
| Satisfaction of Program Restrictions | 9,864 | (9,864) | 0 | 0 |
| Total Revenue and Support | <u>1,494,410</u> | <u>10,136</u> | <u>1,504,546</u> | <u>1,421,237</u> |
| <u>Expenses:</u> | | | | |
| Program Services | 1,307,000 | 0 | 1,307,000 | 1,193,850 |
| Fundraising | 105,004 | 0 | 105,004 | 81,123 |
| General and Administrative | 134,424 | 0 | 134,424 | 107,954 |
| Total Expenses | <u>1,546,428</u> | <u>0</u> | <u>1,546,428</u> | <u>1,382,927</u> |
| Excess (Deficit) of Revenue and Support over Expenses | <u>(52,018)</u> | <u>10,136</u> | <u>(41,882)</u> | <u>38,310</u> |
| <u>Other Revenue (Expenses):</u> | | | | |
| Interest and Investment Income | 2,686 | 0 | 2,686 | 1,366 |
| Holding Gain (Loss) on Investments | 11,436 | 0 | 11,436 | 8,636 |
| Total Other Revenue (Expenses) | <u>14,122</u> | <u>0</u> | <u>14,122</u> | <u>10,002</u> |
| Net Increase (Decrease) in Net Assets | (37,896) | 10,136 | (27,760) | 48,312 |
| Net Assets - Beginning of Period | <u>505,903</u> | <u>18,420</u> | <u>524,323</u> | <u>476,011</u> |
| Net Assets - End of Period | <u>\$ 468,007</u> | <u>\$ 28,556</u> | <u>\$ 496,563</u> | <u>\$ 524,323</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</u> | | | | |
|---------------------------|--------------------------|------------------------------|--------------------------|------------------------------|--------------------------|
| | <u>REAP</u> | <u>Withdrawal Management</u> | <u>Tirrell House</u> | <u>Intensive Out Patient</u> | <u>Lin's Place</u> |
| Expenses: | | | | | |
| Salaries and Wages | \$ 176,697 | \$ 113,866 | \$ 230,888 | \$ 43,011 | \$ 307,920 |
| Payroll Taxes | 15,215 | 10,417 | 20,458 | 3,680 | 27,475 |
| Employee Benefits | 18,427 | 938 | 26,722 | 382 | 43,207 |
| Client Food | 1,132 | 9,930 | 28,817 | 187 | 29,797 |
| Professional Fees | 2,670 | 52 | 938 | 39 | 522 |
| Depreciation | 4,867 | 15,485 | 2,050 | 0 | 0 |
| Utilities | 5,823 | 2,525 | 11,910 | 2,204 | 14,189 |
| Insurance | 5,930 | 10,143 | 6,550 | 2,032 | 5,700 |
| Educational Materials | 10,625 | 0 | 0 | 0 | 0 |
| Supplies | 4,174 | 1,323 | 7,344 | 859 | 7,597 |
| Repairs and Maintenance | 4,378 | 4,017 | 6,306 | 698 | 9,291 |
| OADAP Client Charge | 0 | 0 | 0 | 0 | 0 |
| Fundraising Events | 0 | 0 | 0 | 0 | 0 |
| Office Expense | 2,081 | 328 | 1,498 | 336 | 2,285 |
| Telephone and Internet | 1,664 | 685 | 2,089 | 338 | 4,695 |
| Staff Development | 5,634 | 1,225 | 1,677 | 571 | 3,433 |
| Equipment Lease | 1,033 | 372 | 0 | 0 | 2,313 |
| Bank and Credit Card Fees | 3,309 | 0 | 0 | 0 | 0 |
| Travel and Entertainment | 291 | 166 | 1,275 | 0 | 1,500 |
| Advertising | 0 | 0 | 0 | 0 | 0 |
| Dues and Subscriptions | 676 | 192 | 989 | 293 | 1,527 |
| Postage | 1,711 | 148 | 205 | 5 | 546 |
| Licenses and Fees | 110 | 38 | 0 | 0 | 260 |
| Interest | 0 | 0 | 0 | 0 | 0 |
| Board Expenses | 0 | 0 | 0 | 0 | 0 |
| Client Expense | 0 | 0 | 0 | 0 | 116 |
| Printing | 98 | 33 | 293 | 36 | 310 |
| Miscellaneous | 74 | 120 | 167 | 85 | 763 |
| Contributions | 0 | 0 | 0 | 0 | 0 |
| Total Expenses | <u>\$ 266,619</u> | <u>\$ 172,003</u> | <u>\$ 350,176</u> | <u>\$ 54,756</u> | <u>\$ 463,446</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,

| | Total Program Services | Supporting Services | | 2014 Total | 2013 Total |
|---------------------------|------------------------------|---------------------|-----------------------|---------------------|---------------------|
| | | Fundraising | General Management | | |
| Expenses: | | | | | |
| Salaries and Wages | \$ 872,382 | \$ 73,640 | \$ 82,818 | \$ 1,028,840 | \$ 869,315 |
| Payroll Taxes | 77,245 | 5,838 | 8,201 | 91,284 | 83,637 |
| Employee Benefits | 89,676 | 942 | 1,971 | 92,589 | 112,006 |
| Client Food | 69,863 | 0 | 0 | 69,863 | 57,301 |
| Professional Fees | 4,221 | 67 | 9,191 | 13,479 | 19,161 |
| Depreciation | 22,402 | 0 | 11,951 | 34,353 | 35,000 |
| Utilities | 36,651 | 1,799 | 1,866 | 40,316 | 35,301 |
| Insurance | 30,355 | 1,704 | 1,956 | 34,015 | 28,763 |
| Educational Materials | 10,625 | 0 | 0 | 10,625 | 12,500 |
| Supplies | 21,297 | 237 | 273 | 21,807 | 19,846 |
| Repairs and Maintenance | 24,690 | 2,330 | 2,202 | 29,222 | 29,586 |
| OADAP Client Charge | 0 | 0 | 0 | 0 | 5,375 |
| Fundraising Events | 0 | 14,014 | 0 | 14,014 | 12,528 |
| Office Expense | 6,528 | 890 | 1,178 | 8,596 | 9,403 |
| Telephone and Internet | 9,471 | 581 | 635 | 10,687 | 11,926 |
| Staff Development | 12,540 | 264 | 3,208 | 16,012 | 10,539 |
| Equipment Lease | 3,718 | 357 | 295 | 4,370 | 2,584 |
| Bank and Credit Card Fees | 3,309 | 256 | 2,065 | 5,630 | 7,052 |
| Travel and Entertainment | 3,232 | 183 | 1,230 | 4,645 | 3,171 |
| Advertising | 0 | 814 | 0 | 814 | 1,576 |
| Dues and Subscriptions | 3,677 | 357 | 259 | 4,293 | 4,254 |
| Postage | 2,615 | 410 | 488 | 3,513 | 3,246 |
| Licenses and Fees | 408 | 48 | 163 | 619 | 1,324 |
| Interest | 0 | 0 | 2,280 | 2,280 | 2,316 |
| Board Expenses | 0 | 0 | 0 | 0 | 349 |
| Client Expense | 116 | 0 | 8 | 124 | 49 |
| Printing | 770 | 172 | 74 | 1,016 | 1,223 |
| Miscellaneous | 1,209 | 101 | 2,112 | 3,422 | 3,546 |
| Contributions | 0 | 0 | 0 | 0 | 50 |
| Total Expenses | \$ 1,307,000 | \$ 105,004 | \$ 134,424 | \$ 1,546,428 | \$ 1,382,927 |

See Notes and Independent Auditor's Report

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

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>2014 Totals</u> | <u>2013 Totals</u> |
|--|---------------------|-----------------------------------|------------------------|------------------------|
| <u>Cash Flows from Operating Activities:</u> | | | | |
| Net Increase (Decrease) in Net Assets | \$ (37,896) | \$ 10,136 | \$ (27,760) | \$ 48,312 |
| <u>Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:</u> | | | | |
| Depreciation | 34,353 | 0 | 34,353 | 35,000 |
| Holding (Gain) Loss on Investments | (11,436) | 0 | (11,436) | (8,636) |
| (Increase) Decrease in Receivables | 43,838 | 0 | 43,838 | (30,972) |
| (Increase) Decrease in Prepaid Expenses | 729 | 0 | 729 | (2,199) |
| Increase (Decrease) in Accounts Payable | 27,981 | 0 | 27,981 | (39,285) |
| Increase (Decrease) in Accrued Expenses | 42,195 | 0 | 42,195 | 75 |
| Increase (Decrease) in Deferred Revenue | (5,960) | 0 | (5,960) | (10,900) |
| Total Adjustments | <u>131,700</u> | <u>0</u> | <u>131,700</u> | <u>(56,917)</u> |
| Net Cash Flows Provided by (Used for) Operating Activities | <u>93,804</u> | <u>10,136</u> | <u>103,940</u> | <u>(8,605)</u> |
| <u>Cash Flows from Investing Activities:</u> | | | | |
| Acquisitions of Equipment | (64,566) | 0 | (64,566) | (1,169) |
| Acquisitions of Investments | (2,686) | 0 | (2,686) | (1,356) |
| Net Cash Flows Provided by (Used for) Operating Activities | <u>\$ (67,252)</u> | <u>\$ 0</u> | <u>\$ (67,252)</u> | <u>\$ (2,525)</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 Flow
For the Years Ended June 30,

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>2014 Totals</u> | <u>2013 Totals</u> |
|---|---------------------|-----------------------------------|------------------------|------------------------|
| <u>Cash Flows from Financing Activities:</u> | | | | |
| Principal Payments on Notes Payable | \$ (6,926) | \$ 0 | \$ (6,926) | \$ (9,527) |
| Forgiveness of Debt (See Note 3) | (5,000) | 0 | (5,000) | (5,000) |
| Proceeds from Line of Credit | 505 | 0 | 505 | 67,800 |
| Payments on Line of Credit | <u>(2,000)</u> | <u>0</u> | <u>(2,000)</u> | <u>(30,000)</u> |
| Net Cash Flows Provided by (Used for) Financing Activities | <u>(13,421)</u> | <u>0</u> | <u>(13,421)</u> | <u>23,273</u> |
| Net Increase (Decrease) in Cash and Cash Equivalents | 13,131 | 10,136 | 23,267 | 12,143 |
| Cash and Cash Equivalents - Beginning of Year | <u>60,081</u> | <u>18,420</u> | <u>78,501</u> | <u>66,358</u> |
| Cash and Cash Equivalents - End of Year | <u>\$ 73,212</u> | <u>\$ 28,556</u> | <u>\$ 101,768</u> | <u>\$ 78,501</u> |
| Supplemental Cash Flow Disclosures: | | | | |
| Interest (net of amount capitalized) | <u>\$ 2,280</u> | <u>\$ 0</u> | <u>\$ 2,280</u> | <u>\$ 2,316</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, 2014 and 2013

Nature of Organization:

Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate (the "Organization") is a non-profit organization existing for the purpose of providing alcohol and drug abuse information, education, referral, crisis intervention, and residential services.

Note 1 - Summary of Significant Accounting Principles:

A. Basis of Presentation

The Organization presents its financial statements on the accrual basis of accounting. The accrual basis recognizes income when earned and expenses when they occur.

B. 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.

C. Use of Estimates in the Preparation of Financial Statements

Management used estimates and assumptions in preparing financial statements. 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.

D. Accounting Principles

Under current accounting standards, the Organization is required to report information regarding its financial position and activities according to three classes of net assets. Those three classes 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.

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Principles - continued:

D. Accounting Principles - Continued

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, 2014 and 2013 were \$28,556 and \$18,420, respectively.

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, 2014 and 2013.

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 Center's evaluation on June 30, 2014 and 2013 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.

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Fixed Assets

Fixed assets are recorded at historical cost at the time of acquisition. Depreciation is calculated by the straight-line method over their estimated useful lives ranging from three to thirty-nine years. Repairs and maintenance are charged to operations as incurred, whereas major betterments are capitalized. The estimated useful lives of the assets are 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 accounts for investments following current accounting standards, under which its marketable investment securities are reported at fair market value at the date of the financial statements. Accordingly, realized gains and losses resulting from sales or distributions, as well as unrealized holding gains and losses are included in the statement of activities. Realized gains or losses are reflected as increases or decreases in the Organization's unrestricted net assets. The net change in unrealized holding gains or losses since the last fiscal year end are also recorded as increases or decreases in the Organization's operations. See Note No. 9.

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Principles - Continued:

J. Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$814 and \$1,576 for the years ended June 30, 2014 and 2013, respectively.

K. 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 - Receivables:

Receivables are as follows:

| | <u>2014</u> | <u>2013</u> |
|---|-------------------|-------------------|
| Oxford House | \$ 7,500 | \$ 7,500 |
| US Probation Contract | 17,981 | 1,148 |
| Accounts Receivable | 8,488 | 659 |
| Multiple Offender Program | 12,450 | 13,500 |
| Grant Receivable | 35,400 | 59,000 |
| NH Department of Health and Human Services | <u>73,442</u> | <u>117,292</u> |
| | <u>\$ 155,261</u> | <u>\$ 199,099</u> |

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 3 - Notes Payable:

At June 30, 2014 and 2013, notes payable were as follows:

| | <u>2014</u> | <u>2013</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. The City has the option to forgive \$25,000 over the first 5 years of the note. \$5,000 was forgiven for the years ended June 30, 2014 and 2013. | \$ 25,000 | \$ 35,000 |
| Note payable to the City of Manchester, bearing a fixed annual interest rate of 3%, payable in monthly installments of \$388. Matured in November 2013. | 0 | 1,926 |
| Total Notes Payable | <u>25,000</u> | <u>36,926</u> |
| Less: Current Maturities on Notes Payable | <u>(5,000)</u> | <u>(6,926)</u> |
| Notes Payable – Long-Term Portion | <u>\$ 20,000</u> | <u>\$ 30,000</u> |

Future minimum principal payments are as follows:

| <u>For The Fiscal Years Ended June 30,</u> | | <u>Notes Payable</u> |
|--|-----------|--------------------------|
| 2015 | \$ | 5,000 |
| 2016 | | 5,000 |
| 2017 | | 5,000 |
| 2018 | | 5,000 |
| 2019 | | 5,000 |
| Totals | \$ | <u>25,000</u> |

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SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 4 – State Loan Payable:

At June 30, 2014 and 2013, the organization has a State Loan Payable of \$20,000. This loan is for the Oxford House and will be repaid to the State if the Organization decides to not participate in the program.

Note 5 – Temporarily Restricted Net Assets:

Temporarily Restricted Net Assets at June 30, 2014 consist of the following:

| | |
|---|------------------|
| Bean Foundation – Building Repairs | \$ 20,000 |
| Samuel Hunt Foundation – Building Repairs | <u>8,556</u> |
| | <u>\$ 28,556</u> |

Note 6 – 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 7 – 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.

Note 8 – 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>2014</u> | <u>2013</u> |
|---|-------------|-------------|
| Donated services, materials, equipment and food | \$ 28,962 | \$ 29,480 |

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2014 and 2013

Note 9 – Investments:

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

| <u>Description</u> | <u>Cost</u> | <u>Fair Market Value</u> | <u>Accumulated Holding Gains Or (Losses)</u> |
|---------------------|------------------|--------------------------|--|
| Mutual Funds - 2014 | \$ <u>45,862</u> | \$ <u>84,144</u> | \$ <u>38,282</u> |
| Mutual Funds – 2013 | \$ <u>43,176</u> | \$ <u>70,022</u> | \$ <u>26,846</u> |

Current year unrealized gains (losses) were \$11,436 and \$8,636 for the years ended June 30, 2014 and 2013, respectively.

Note 10 – Line of Credit:

As of June 30, 2014 there was a \$100,000 line of credit available through a commercial bank. The line of credit carries an interest rate of 4.13% as of June 30, 2014. At June 30, 2014 and 2013 there was \$36,305 and \$37,800, respectively, outstanding on this credit line.

Note 11 – Subsequent Events:

Subsequent events have been evaluated thru January 9, 2015, which is the date the financial statements were available to be issued.

Sharon Drake

OBJECTIVE

Management level leadership position utilizing community relations, program development, housing oversight, grant writing, networking, fund development, financial, strategic planning/thinking, collaborative processing, board development/management, and managerial experience with opportunity for high community impact and personal growth.

November 2008 to Present – CEO, Serenity Place, Manchester, NH

Directly responsible for the administration, development, management and operations of Serenity Place's education programs, withdrawal management program, transitional living programs, intensive outpatient program, open access program, and the REAP (DUI) program according to established policies and procedures.

- Directly manages all aspects of \$1.6M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 45 total full and part time staff).
- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Controller/HR Officer, Development Director, Clinical Director, and Program Director).
- Assists the Board of Directors in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, Affordable Care Act, etc.).
- Works with the Board of Directors in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Directors on all Serenity Place activities.

December 2007 to November 2008 - Executive Director, Women's Business Center, Portsmouth, NH

- Member organization for over 350 woman-owned businesses.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are accomplished.
- Directly proposes and manages all aspects of the WBC annual budget (\$300,000+) including state, federal and private foundation grant writing, fundraising, event planning, donor relations, reporting to all funders/donors, etc.
- Manages development and delivery of curriculum related to programs for members and the public.
- Creates and manages database systems to track all counseling, training, membership demographics, and donor information.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff.
- Manage the image of the WBC and advocating for women business owners.
- Increasing WBC visibility through marketing and publications.
- Reports directly to the Board of Directors.

March 1996 to August 2007 – Program Director, New Hampshire Community Loan Fund, Concord, NH
NH Statewide IDA Collaborative: Assisted low-income individuals to save more than \$1 Million and purchase more than \$30 Million in assets.

- Program creation and development which has included policies and procedures, template and forms, and handbook.
- Recruitment of local community partner organizations (more than 20) statewide which has included training of local organization staff.
- Grant writing/fundraising – more than \$1.7 million in federal program funds and nearly \$6 million in public/private funds including CDFA tax credits.
- Managed development of Access Database Management System for tracking of individual savings, match, funds raised, demographic, training, and other information for reporting purposes.
- Problem-solve and network with all partners through daily contact and/or quarterly Community Partner Meetings.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Traveled nationally as an expert in the field.

Home of Your Own Program: Assisted 81 low-income individuals to become homeowners.

- Program development which has included process for delivering homebuyer education to individuals with disabilities and their support teams.
- Created financial packages for potential homeowners and worked closely with lending partners and closing agents through the purchase process.
- Working closely with area agencies for developmental services and other vendor organizations statewide.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Grant writing/fundraising – more than \$1 million in funds for down payment, closing costs, and rehab associated to purchase through local and regional foundations and the Federal Home Loan Bank of Boston's Affordable Housing Program.
- Supervise and train all in-house staff associated to program.
- Maintain and manage external relations with financial institutions and funding partners which include NH Housing Finance Authority, NH Bureau of Developmental and Behavioral Health Services, NH Developmental Disabilities Council, foundations, etc.
- Understand and educate teams on housing issues as it relates to individual budgets and Medicaid funding.

Transitional Housing and Special Needs Housing Program: Assisted local community organizations to develop loan request packages to NHCLF. After approval of loans, provided long-term technical assistance and portfolio management.

Education:

- Notre Dame College, Manchester, NH – Bachelor of Science Degree in Psychology, Graduate May 1999
- New Hampshire Technical Institute, Concord, NH – Associate in Science Degree in Human Services, Graduate August 1994
- Graduate and Ongoing Student at NeighborWorks® America Training Institutes (transcript of courses completed available upon request)

Other Activities:

- Past Chair, Governor Appointed Position on the Emergency Shelter & Homeless Coordination Commission (Member since 1994, Chair since 2006) (Commission disbanded 2011)
- Certified Instructor National Crisis Prevention & Intervention Institute since 1995
- 2005 Graduate Institute for Nonprofit Management Antioch New England Graduate School
- 1995 Graduate Dale Carnegie Course – Highest Achievement Award Recipient
- 1995 Graduate Leadership Concord, Concord Chamber of Commerce
- 2012 Graduate Leadership Manchester, Greater Manchester Chamber of Commerce
- Current Board Member: Healthcare for the Homeless/CMC, Manchester, NH and PACE (Professional Association of Council Executives), Washington, DC

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 I)
- * 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

**KRISTIN J. FRANKLIN, MBA, MSF, EA
CPA CANDIDATE**



KEY QUALIFICATIONS

- Seven years of experience in a not-for-profit finance office, including accounting for grants
- General ledger accounting and reconciliation, trial balance, financial statement preparation, monthly and annual close
- Financial analysis including projections, capital budgeting, cost, variance, sensitivity, scenario, and benchmarking
- Support of financial statement and other regulatory audits, as well as fraud and internal control audits
- Knowledgeable of payroll tax concerns
- Experienced in researching inconsistencies and implementing remedies
- Development and production of financial reports for external purposes and internal purposes, including for C-level management
- Teaching and presentation of financial concepts
- Desire and passion to contribute in a meaningful way to an organization that makes a positive difference
- CPA candidate – passed all parts of CPA exam (FAR – May 2012, REG – Oct 2012, AUD – Jan 2013, BEC – Feb 2013)

PROFESSIONAL EXPERIENCE

National Council on Alcoholism and Drug Dependence-Greater Manchester (dba Serenity Place) Manchester, NH
Controller/HR Officer 2014 – current

- Responsible for \$2m budget and human resources functions, including weekly payroll, of the only agency in Manchester (NH) that serves those coping with Substance Use Disorder who are unable to pay.
- Reduced expenses by changing vendor for credit card services, working with copier lessor to cost savings and eliminating redundancy in insurance coverage.
- Negotiated payment terms with vendors during lean times.
- Instituted e-mailing of paystubs.
- Aligned annual enrollment for various benefits and instituted a 403(b) thrift plan.

Southern New Hampshire University Manchester, NH
Accountant/Financial Analyst 2008 – 2014

- Developed and produced reports of complex financial information for senior management and the Board of Trustees.
- Benchmarked the finance and administration divisions of SNHU against itself and a peer group of nineteen institutions. Requires collaboration with directors of functional units within the division. Report suggests plans for action.
- Served as a resource to staff of other departments who have questions or concerns about departmental budgets, revenues, expenses, accounting, policies or procedures.
- Led an *ad hoc* committee to draft policy revisions and suggest needed policies.

Adjunct faculty – Finance & Accounting 2002 – 2014

- Teach graduate cost accounting, undergraduate introductory corporate finance, student-managed investment fund, personal finance, and graduate/undergraduate Series 7 preparatory course.

Associate Director, Center for Financial Studies 2002 – 2008
Graduate Assistant to the Director, CFS 2001 – 2002

- Responsible for operations of the Center including supervision of staff, budget management, vendor and community relationships, technical reliability and user support.
- Developed and delivered numerous academic papers, seminars, workshops and training sessions to university students, staff, faculty and campus visitors, as well as at academic conferences.
- Chaired University Budget Advisory Committee, 2005 – 2008. During this period, the committee worked with the accounting staff to develop a method for comprehensive analysis of the university's costs.
- Selected for first cohort of the university's Professional Enrichment Program (PEP).

Merrimack H&R Limited*Instructor/Trainer**Enrolled Agent/Tax Preparer*

Merrimack, NH

1993 – 2000

1992 – 2000

- Supervised and trained tax preparation staff. Taught personal income tax courses to accounting professionals and non-professionals.
- Provided forecasting, budgeting, scenario and variance analysis for small business clients.
- Designed and conducted a feasibility study to determine the likely acceptance by the firm's clientele of financial planning services.

MedNow*Medical Assistant*

Orono, ME

1985 – 1987

- Checked in patients, assisted in laboratory, completed claim forms for third party billing including Maine Medicaid and private insurance companies, posting of insurance payments to patient accounts.

EDUCATION

| | | |
|------|--|--|
| 2003 | M.S., Finance | Southern New Hampshire University Manchester, New Hampshire |
| 2001 | M.B.A. | Southern New Hampshire University Manchester, New Hampshire |
| 1987 | B.S., Microbiology with highest distinction | University of Maine Orono, Maine |

PROFESSIONAL LICENSES AND MEMBERSHIPS

American Institute of Certified Public Accountants, associate member

Institute of Management Accountants, member

NH Society of Certified Public Accountants, associate member; member of not-for-profit accounting and careers committees

National Association of College and University Business Officers, member

Eastern Association of College and University Business Officers, member

Enrolled to practice before the Internal Revenue Service since 1995, #2013-58816

SOFTWARE

Ellucian (Datatel) Enterprise Resource Planning program, including Query Builder and Informer

Synoptix for Datatel

SAP BusinessObjects Web Intelligence

QuickBooks

MS Office including Excel, Word, PowerPoint, Publisher and Outlook

Certified in Bloomberg for equities, fixed income and foreign exchange



Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner

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

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

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6/24/15 #31
H#2

June 3, 2015

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 & Alcohol Services, to enter into a **sole source** amendment to an existing agreement with National Council on Alcoholism and Drug Dependence (Vendor # 1777265 BOO 1), 101 Manchester Street, Manchester, NH 03105, to continue providing a Transitional Living Program/Halfway House for men, by increasing the price limitation by \$164,845 from \$1,449,792 to an amount not to exceed \$1,614,637, and extending the completion Date from June 30, 2015 to December 31, 2015, effective July 1, 2015 upon date of Governor and Council approval. This Agreement was originally approved by Governor and Council on July 13, 2011 (Item #73), and Amended on May 15, 2013 (Item #58A). 100% General Funds.

2. Contingent upon approval of Requested Action #1, authorize the Department of Health and Human Services to amend a License For Use Of Premises (License) with National Council on Alcoholism and Drug Dependence (Vendor #1777265 BOO 1), 101 Manchester Street, Manchester, NH 03105, to continue using the premises, known as the Tirrell House on 15 Brook Street, Manchester, NH 03105, for housing facilities for clients in the Transitional Living Program/Halfway House for men, by extending the termination date from June 30, 2015 to December 31, 2015, effective July 1, 2015 upon date of Governor and Council approval. No funds are required for this License. This License for Use of Premises was originally approved by Governor and Council on July 13, 2011 (Item #73), and Amended on May 15, 2013 (Item #58A).

Funds are anticipated to be available in State Fiscal Years 2016 in the following accounts, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-95-958410-5367 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, CLINICAL SERVICES

| State Fiscal Year | Class/Account | Class Title | Total Amount | Total Amount | Total Amount |
|-------------------|---------------|---------------------------|--------------|--------------|--------------|
| 2012 | 102-500731 | Contracts for Progr.Svcs. | \$357,111 | \$0 | \$357,111.00 |
| 2013 | 102-500731 | Contracts for Progr.Svcs. | \$367,785 | \$0 | \$367,785.00 |
| 2014 | 102-500731 | Contracts for | \$362,448 | \$0 | \$362,448.00 |

| State Fiscal Year | Class/Account | Class Title | Total Amount | Total Amount | Total Amount |
|-------------------|---------------|---------------------------|--------------------|------------------|--------------------|
| | | Progr.Svcs. | | | |
| 2015 | 102-500731 | Contracts for Progr.Svcs. | \$362,448 | \$0 | \$362,448.00 |
| 2016 | 102-500731 | | \$0 | \$164,845 | \$164,845 |
| | | TOTAL | \$1,449,792 | \$164,845 | \$1,614,637 |

EXPLANATION

These **sole source** actions are requested to provide a continuum of substance abuse treatment services for an additional six months. This will allow the Department the additional time to develop and publish a request for proposals that meets the changes for substance use disorder treatment services for the State of New Hampshire.

Approval of this Amendment will allow the Department to continue to provide the Transitional Living Program/Halfway House for men in Manchester. The Transitional Living Program/Halfway House provides a sober living, residential and therapeutic living environment for clients who require a residential level of care.

Should Governor and Council not authorize this request, there would be no Transitional Living Program/Halfway House for men in Manchester to provide a sober residential level of care. The majority of clients entering this program are high-risk referrals from the Department of Corrections along with referrals from treatment providers for clients struggling to remain clean and sober in a lesser restrictive level of care. Clients would be returned to jail or to the Department of Corrections for substance related probation/parole violations without this critical service to New Hampshire's largest city.

Approval of this Amendment to the License for Use Agreement in Requested Action #2, will allow the Department to continue to provide housing facilities for the clients enrolled in the Transitional Living Program/Halfway House for men in the Manchester community.

Should the Governor and Executive Council determine to not authorize this Requested Action #2, the Contractor would not have sufficient resources to continue to provide the transitional housing.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,



Kathleen A. Dunn, MPH
 Associate Commissioner

Approved by: 
 Nicholas A. Toumpas
 Commissioner



New Hampshire Substance Abuse Services

State of New Hampshire Department of Health and Human Services Amendment #2 to the Substance Abuse Services Contract

This second Amendment to the Substance Abuse Services contract (hereinafter referred to as "Amendment #2") dated May 12, 2105, 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 Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit organization with a place of business at 101 Manchester Street, Manchester, NH 03201.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on July 13, 2011(hereinafter referred to as the "Contract"), and amended by and agreement (Amendment #1 to the Contract) approved on May 15, 2013 by Governor and Executive Council (Item #58A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council; and

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$1,614,637.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Amend Exhibit A, Scope of Services, Section I. Provider Scope of Services, by deleting "(SFY2014 / SFY2015)" and replacing with "(SFY2016)"
7. Amend Exhibit B Purchase of Services Contract Price, Paragraph 1, by deleting:



New Hampshire Substance Abuse Services

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed: \$357,111.00 for SFY 2012, \$367,785.00 for SFY2013, \$362,448.00 for SFY 2014 and \$362,448.00 for SFY2015 for substance abuse prevention and treatment services funded from 100% General Funds.

TOTAL: \$1,449,792.00

And Replacing with:

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. Payments shall be made for actual expenditures in accordance with the Exhibit B-1 Budget.
8. Add Exhibit B-1
9. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
10. Add Exhibit C-1, Revisions To General Provisions.
11. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
12. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
13. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
14. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
15. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Substance Abuse 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

6/4/15
Date

Kathleen A. Dunn
Kathleen A. Dunn, MPH
Associate Commissioner

National Council on Alcoholism and Drug
Dependence/Greater Manchester

5/27/15
Date

Sharon Drake
NAME Sharon Drake
TITLE CEO

Acknowledgement:

State of NH, County of Hillsborough on 5/27/15, 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

Donna Rodriguez
Name and Title of Notary or Justice of the Peace

DONNA RODRIGUEZ
Notary Public - New Hampshire
My Commission Expires October 26, 2016



New Hampshire Substance Abuse Services

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

OFFICE OF THE ATTORNEY GENERAL

4/9/15
Date

[Signature]
Name: *[Signature]*
Title: *[Signature]*

I hereby certify that the foregoing contract was approved by the Governor and 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: *SD*
Date: *5/27/15*

Exhibit B-1

BUDGET FORM

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: National Council on Alcoholism and Drug Dependence

Budget Request for: Substance Use Services: Transitional Living Program
Name of Program

Budget Period: 7/1/15 to 12/31/15

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Costs |
|---|----------------------|----------------|----------------------|--|
| 1. Total Salary/Wages | \$ 113,626.00 | \$ - | \$ 113,626.00 | |
| 2. Employee Benefits | \$ 17,044.00 | \$ - | \$ 17,044.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ 1,750.00 | \$ - | \$ 1,750.00 | |
| Purchase/Depreciation | \$ 1,000.00 | \$ - | \$ 1,000.00 | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ 375.00 | \$ - | \$ 375.00 | |
| Lab | \$ 4,000.00 | \$ - | \$ 4,000.00 | |
| Pharmacy | \$ 150.00 | \$ - | \$ 150.00 | |
| Medical | \$ 250.00 | \$ - | \$ 250.00 | |
| Office | \$ 1,250.00 | \$ - | \$ 1,250.00 | |
| 6. Travel | \$ 375.00 | \$ - | \$ 375.00 | |
| 7. Occupancy | \$ 17,150.00 | \$ - | \$ 17,150.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ 750.00 | \$ - | \$ 750.00 | |
| Postage | \$ 375.00 | \$ - | \$ 375.00 | |
| Subscriptions | \$ 500.00 | \$ - | \$ 500.00 | |
| Audit and Legal | \$ 1,000.00 | \$ - | \$ 1,000.00 | |
| Insurance | \$ 1,500.00 | \$ - | \$ 1,500.00 | |
| Board Expenses | \$ 250.00 | \$ - | \$ 250.00 | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 2,000.00 | \$ - | \$ 2,000.00 | |
| 11. Staff Education and Training | \$ 1,500.00 | \$ - | \$ 1,500.00 | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 164,845.00 | \$ - | \$ 164,845.00 | |

Indirect As A Percent of Direct

0.0%



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
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- 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 Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000.



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

SD
Date 5/27/15

New Hampshire Department of Health and Human Services
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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:

5/27/15
Date

Sharon Drake - NCADD/GM
Name: Sharon Drake
Title: CEO



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:

5/27/15
Date

Sharon Drake - NCADD/GM
Name: Sharon Drake
Title: CEO

SD
5/27/15
Date



Exhibit F Amendment #1

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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5/27/15



Exhibit F Amendment #1

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:

5/27/15
Date

Sharon Drake - NCAOOD/GM
Name: Sharon Drake
Title: CEO

Contractor Initials SD
Date 5/27/15



**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

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

Contractor Initials

SD

Date

5/27/15

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:

5/27/15
Date

Sharon Drake - NCADD/GM
Name: Sharon Drake
Title: CEO

Exhibit G

Contractor Initials SD

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

Date 5/27/15



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:

Date 5/27/15

Sharon Drake - NCADD/GM
Name: Sharon Drake
Title: CEO



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.



- 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;
 - 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



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

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

(3) **Obligations and Activities of Business Associate.**

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

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

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



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



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.

New Hampshire Department of Health and Human Services
Exhibit I Amendment #1



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

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

Department of Health & Human Services
The State

Kathleen A Dunn
Signature of Authorized Representative

Kathleen A Dunn
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6/4/15
Date

NCARD/GM - Serenity Place
Name of the Contractor

Sharon Drake
Signature of Authorized Representative

Sharon Drake
Name of Authorized Representative

CEO
Title of Authorized Representative

5/27/15
Date



New Hampshire Tirrell House License for Use

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Transitional Living Program/Halfway House for men
License for Use Agreement

This second Amendment to the License for Use of Premises (hereinafter referred to as "Amendment #2") dated May 12, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "Licensor") and National Council on Alcoholism and Drug Dependence (hereinafter referred to as "the Licensee"), a non-profit organization with a place of business at 101 Manchester Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on July 13th, 2011 (hereinafter referred to as the "License for Use"), and amended by and agreement (Amendment #1 to the License for Use) approved on May 15, 2013 by Governor and Executive Council (Item #58A), the Licensee agreed to use the premises based upon the terms and conditions specified in the License for Use and in consideration of certain sums specified; and

WHEREAS, the Licensor and the Licensee have agreed to make changes to the scope of use of the premises, payment schedules and terms and conditions of the License for Use; and

WHEREAS, the terms and conditions specified in the License for Use are coterminous with the Department of health and Humans Services' contract with National Council on Alcoholism and Drug Dependence to provide Transitional Living Program/Halfway House for Men (TLP Agreement); and

WHEREAS, the TLP Agreement Block 1.7 of the P-37 is changes, subject to approval by the Governor and Executive Council, to December 31, 2015; and

WHEREAS the Licensor desires the Licensee to continue the use of the Tirrell House at 15 Brook Street in Manchester for the purpose of providing diagnosis and evaluation, service coordination, community living arrangements, employment and day services, and programs designed to enhance personal and social competence.

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Section C.; change the date "June 30, 2015" to "December 31, 2015"



New Hampshire Tirrell House License for Use

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

6/4/15
Date

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

National Council on Alcoholism and Drug
Dependence/Greater Manchester

5/27/15
Date

Sharon Drake
NAME Sharon Drake
TITLE CEO

Acknowledgement:

State of NH, County of Hillsborough on 5/27/15,
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

Donna Rodriguez
Name and Title of Notary or Justice of the Peace

DONNA RODRIGUEZ
Notary Public - New Hampshire
My Commission Expires October 26, 2016



New Hampshire Tirrell House License for Use

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

OFFICE OF THE ATTORNEY GENERAL

Date 4/8/15

Name: [Signature]
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

1782

58A QBB



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

*5/15/13 #58A
A#1*

April 17, 2013

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, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to amend an agreement with National Council on Alcoholism and Drug Dependence (Vendor # 1777265 BOO 1), 101 Manchester Street, Manchester, NH 03105, by increasing the Price Limitation by \$724,896.00 from \$724,896.00 to \$1,449,792.00 to provide a Transitional Living Program/Halfway House for men, and extend the Completion Date from June 30, 2013 to June 30, 2015, effective on date of Governor and Council approval. This Agreement was originally approved by Governor and Council on July 13, 2011 Item #73.

2. Contingent upon approval of Requested Action #1, authorize the Department of Health and Human Services to amend a License For Use Of Premises (License) with National Council on Alcoholism and Drug Dependence (Vendor #1777265 BOO 1), 101 Manchester Street, Manchester, NH 03105 to provide housing for the Transitional Living Program/Halfway House for men at the Tirrell House, 15 Brook Street, Manchester, NH 03105, by extending the termination date from June 30, 2013 to June 30, 2015, effective on date of Governor and Council approval. No funds are required for this License. This License For Use of Premises was originally approved by Governor and Council on July 13, 2011 Item #73.

Funds are anticipated to be available in the following accounts:

100% GEN

05-95-95-958410-5367 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TIRRELL HOUSE SVCS

| Fiscal Year | Class/Account | Class Title | Total Amount | Total Amount | Total Amount |
|-------------|---------------|---------------------------|---------------------|---------------------|-----------------------|
| 2012 | 102-500731 | Contracts for Progr.Svcs. | \$357,111.00 | | \$357,111.00 |
| 2013 | 102-500731 | Contracts for Progr.Svcs. | \$367,785.00 | | \$367,785.00 |
| 2014 | 102-500731 | Contracts for Progr.Svcs. | | \$362,448.00 | \$362,448.00 |
| 2015 | 102-500731 | Contracts for Progr.Svcs. | | \$362,448.00 | \$362,448.00 |
| | | TOTAL | \$724,896.00 | \$724,896.00 | \$1,449,792.00 |

Explanation

This request is being submitted to extend an existing contract in accordance with a contract provision Section 15 of Exhibit C, that allows for a two year renewals, subject to Governor and Council approval.

Per Requested Action # 1, Funds in this agreement will be used to operate a Transitional Living Program/Halfway House for men in Manchester. The Transitional Living Program/Halfway House shall provide a sober living, residential and therapeutic living environment for clients who require a residential level of care.

Should Governor and Council not authorize this request, there would be no Transitional Living Program/Halfway House for men in Manchester to provide a sober residential level of care. The majority of clients entering this program are high-risk referrals from the Department of Corrections along with referrals from treatment providers for clients struggling to remain clean and sober in a lesser restrictive level of care. Clients would be returned to jail or to the Department of Corrections for substance related probation/parole violations without this critical service to New Hampshire's largest city.

Contingent upon approval of Requested Action 1, Requested Action 2 authorizes the Department of Health and Human Services to amend the License for Use Agreement with the National Council on Alcoholism and Drug Dependence. The Department of Health and Human Services owns and manages the Tirrell House facility located at 15 Brook Street, Manchester, New Hampshire. The agreement with National Council on Alcoholism and Drug Dependence to provide a Transitional Living Program/Halfway House for men in conjunction with the licensing of the premises, enables the Department to continue the provision of Alcohol and Drug services for the operation of the long standing Tirrell Halfway House in the Manchester community.

National Council on Alcoholism and Drug Dependence was originally selected for this project through a competitive bid process.

National Council on Alcoholism and Drug Dependence has been in compliance with the service requirements of the current Agreement, and has met the performance measures. These performance measures will continue to be used to measure the effectiveness of the agreement:

- a. Percent of clients completing treatment
Baseline = statewide average
Residential treatment – 64%
- b. Percent of clients abstinent from drugs and/or alcohol at discharge.
Baseline = statewide average
Residential treatment – 93%



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Services Contract

This first Amendment to the Substance Abuse Services contract (hereinafter referred to as "Amendment #1") dated this February 8th day of 2013, 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 Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit organization with a place of business at 101 Manchester Street, Manchester, NH 03201.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 13, 2011, 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 Terms and Conditions, Paragraph 17 the State may, extend the contract by two years by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another two year period;

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

- 1) Amendment and modification of P-37 "Agreement";
 - a) Add to Block 1.6 the account number for July 1, 2013 through June 30, 2015; 05-95-49-491510-2990-102-500734
 - b) Change Completion date in Block 1.7 of the P-37 to read June 30, 2015.
 - c) Change Price Limitation in Block 1.8 to read \$1,449,792.00
- 2) Amendment and modification of Exhibit A;
 - a) Delete "CONTRACT PERIOD: Date of G&C approval through June 30, 2013"
 - b) I. Provider Scope of Services Replace "(SFY2012 / SFY2013)" with "(SFY2014 / SFY2015)"
- 3) Amendment and modification of Exhibit B;
 - a) Delete "CONTRACT PERIOD: Date of G&C approval through June 30, 2013"

New Hampshire Substance Abuse Services



b) Delete:

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed: \$357,111.00 for SFY 2012 and \$367,785.00 for SFY2013 for substance abuse prevention and treatment services funded from 100% General Funds.

TOTAL: \$724,896.00

Replace with:

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed: \$357,111.00 for SFY 2012, \$367,785.00 for SFY2013, \$362,448.00 for SFY 2014 and \$362,448.00 for SFY2015 for substance abuse prevention and treatment services funded from 100% General Funds.

TOTAL: \$1,449,792.00

New Hampshire Substance Abuse Services



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

5/3/13
Date

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

National Council on Alcoholism and Drug
Dependence/Greater Manchester

4/17/13
Date

Sharon Drake
NAME Sharon Drake
TITLE CEO

Acknowledgement:

State of New Hampshire County of Hillsborough on 4-17-13,
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

Tillie H. McNulty
Name and Title of Notary or Justice of the Peace

Tillie H. McNulty
Justice Of The Peace
my commission expires
4-15-14



New Hampshire Substance Abuse Services

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

OFFICE OF THE ATTORNEY GENERAL

29 April 2013
Date

Jeanne P. Herrick
Name: Jeanne P. Herrick
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



New Hampshire Tirrell House License for Use

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Transitional Living Program/Halfway House for men
License for Use Agreement

This first Amendment to the License for Use of Premises (hereinafter referred to as "Amendment #1") dated this January 28th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "Licensor") and National Council on Alcoholism and Drug Dependence (hereinafter referred to as "the Licensee"), a non-profit organization with a place of business at 101 Manchester Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "License for Use") approved by the Governor and Executive Council on July 13th, 2011, the Licensee agreed to use the premises based upon the terms and conditions specified in the License for Use; and

WHEREAS, the terms and conditions specified in the License for Use are coterminous with the Department of Health and Human Services' contract with National Council on Alcoholism and Drug Dependence to provide Transitional Living Program/Halfway House for Men (TLP Agreement); and

WHEREAS, the TLP Agreement Block 1.7 of the P-37 is changed, subject to approval Governor and Council, to June 30, 2015; and

WHEREAS the Licensor desires the Licensee to continue the use of the Tirrell House at 15 Brook Street in Manchester for the purpose of providing diagnosis and evaluation, service coordination, community living arrangements, employment and day services, and programs designed to enhance personal and social competence.

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

Section C.; change the date "June 30, 2013" to "June 30, 2015"



New Hampshire Tirrell House License for Use

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

5/3/13
Date

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

National Council on Alcoholism and Drug
Dependence/Greater Manchester

4/17/13
Date

Sharon Drake
NAME Sharon Drake
TITLE CEO

Acknowledgement:

State of New Hampshire County of Hillsborough on 4-17-13,
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

Tillie H. McNulty
Name and Title of Notary or Justice of the Peace

Tillie H. McNulty
Justice Of The Peace
my commission expires
4-15-14

New Hampshire Tirrell House License for Use



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

OFFICE OF THE ATTORNEY GENERAL

29 April 2013
Date

Jeanne P. Herrick
Name: Jeanne P. Herrick
Title: Attorney

I hereby certify that the foregoing contract was approved by the Governor and 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 HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

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

original

June 28, 2011

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

APPROVED BY _____
 DATE 7/13/11
 PAGE 9
 ITEM # 73

REQUESTED ACTION

1. Authorize the Department of Health and Human Services Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with National Council on Alcoholism and Drug Dependence (Vendor #1777265 B001), 101 Manchester Street, Manchester, NH 03105, in an amount not to exceed \$724,896.00 to provide a Transitional Living Program/Halfway House for men, effective on date of Governor and Council approval, through June 30, 2013. Funds are available in the following account for State Fiscal Year 2012 and State Fiscal Year 2013.

2. Contingent upon approval of Requested Action #1, authorize the Department of Health and Human Services to enter into a License For Use Of Premises (License) with National Council on Alcoholism and Drug Dependence (Vendor #1777265 B001), 101 Manchester Street, Manchester, NH 03105 to provide housing for the Transitional Living Program/Halfway House for men at the Tirrell House, 15 Brook Street, Manchester, NH 03105, effective on date of Governor and Council approval, through June 30, 2013. No funds are required for this License.

05-95-95-958410-5367 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TIRRELL HOUSE SVCS

| Fiscal Year | Class/Object | Class Title | Job Number | Total Amount |
|-------------|--------------|------------------------|------------|--------------|
| SFY 2012 | 102-500734 | Contracts for Prog Svc | 95845367 | \$357,111.00 |
| SFY 2013 | 102-500734 | Contracts for Prog Svc | 95845367 | \$367,785.00 |
| | | Total | | \$724,896.00 |

EXPLANATION

Per Requested Action #1, Funds in this agreement will be used to operate a Transitional Living Program/Halfway House for men in Manchester. The Transitional Living Program/Halfway House shall provide a sober living, residential and therapeutic living environment for clients who require a residential level of care.

Should Governor and Council not authorize this request, there would be no Transitional Living Program/Halfway House for men in Manchester to provide a sober residential level of care. The majority of clients entering this program are high-risk referrals from the Department of Corrections along with referrals from

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
June 28, 2011
Page 2 of 3

treatment providers for clients struggling to remain clean and sober in a lesser restrictive level of care. Clients would be returned to jail or to the Department of Corrections for substance related probation/parole violations without this critical service to New Hampshire's largest city.

Contingent upon approval of Requested Action 1, Requested Action 2 authorizes the Department of Health and Human Services to enter into a Lease Agreement with the National Council on Alcoholism and Drug Dependence. The Department of Health and Human Services owns and manages the Tirrell House facility located at 15 Brook Street, Manchester, New Hampshire. The agreement with National Council on Alcoholism and Drug Dependence to provide a Transitional Living Program/Halfway House for men in conjunction with the licensing of the premises, enables the Department to continue the provision of Alcohol and Drug services for the operation of the long standing Tirrell Halfway House in the Manchester community. The outsourcing of this service with this vendor maximizes available resources. The License For Use Of Premises is attached.

The Tirrell House is a convenient location to serve the clients who require a residential level of care. The use, occupation and general maintenance of the Licensed Premises shall be (a) subject to the general supervision and approval of the Department and (b) subject to such rules and regulations the Department may prescribe from time to time. Approval of this License will allow the Department to provide space for the Transitional Living Program/Halfway House for men in Manchester, further fulfilling the Departments continuing efforts, functions and services for providing health and human services to the public.

Public law 97-35 (PL 97-35) created the Alcohol, Drug Abuse and Mental Health Services (ADMS) Block Grant, which became effective on October 1, 1982 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence. The law was amended (Public Law 102-321, 102d Congress) in 1992 and again in 2000 (Children's Health Services Act). A poll commissioned by the Department of Health and Human Services in 2000, funded by the Center for Substance Abuse Treatment (CSAT) and conducted by the Gallup organization found that over 9% of New Hampshire's population meets the Diagnostic and Statistical Manual (DSM-IV) criteria for alcohol and/or drug dependency or abuse. Results from a 2008 survey from the National Survey on Drug Use and Health (NSDUH) reported dependence on or abuse of alcohol and/or other drugs at the same 9% level.

National Council on Alcoholism and Drug Dependence was selected for this project through a competitive bid process. The Request For Proposals was posted on the DHHS web site on April 29, 2011. Five Proposals were received from the following vendors; Families In Transition, Easter Seals NH, Inc., Greater Nashua Council on Alcoholism, National Council on Alcoholism and Drug Dependence/Greater Manchester and Phoenix Houses of New England. Each proposal was reviewed and scored by three internal reviewers to the Bureau of Drug and Alcohol Services and three external reviewers to the Bureau. All reviewers have between five to thirty years experience managing agreements with vendors for various Divisions and Bureaus within the Department of Health and Human Services. Areas of specific expertise include Maternal and Child Health Services, Homeless and Housing, Substance Abuse Prevention and Treatment, Criminal Justice, and public health infrastructure. The reviewers' decision followed a thorough discussion of the strengths and weaknesses of each proposal. The final decision was made by general consensus of reviewers' along with the highest average of all reviewers' scores. The National Council on Alcoholism and Drug Dependence, in addition to receiving the highest score, was also the lowest bidder for these services. The Request For Proposals scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, this Agreement has the option to renew for two additional year(s), pending availability of funding, the agreement of the parties and approval by Governor and Council. This is the initial agreement with this Contractor for these services.

The following performance measures will be used to measure the effectiveness of the agreement:

- a. Percent of clients completing treatment.

Baseline = statewide average
Residential treatment – 64%

- b. Percent of clients abstinent from drugs and/or alcohol at discharge.

Baseline = statewide average
Residential treatment – 93%

The geographic area to be served is statewide.

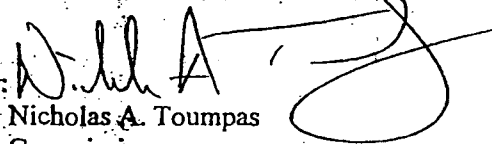
Source of Funds is 100% General funds; no funds are required for the License for Use of Premises.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

NLR/ljp

Program Name
 Contract Purpose
 RFP Score Summary

Tirrell Halfway House
 Halfway House for Men

| | FIT | Easter Seals | NCADD | Phoenix | GNCA |
|-------------------------|----------------|--------------|--------------|--------------|--------------|
| RFA/RFP CRITERIA | Max Pts | | | | |
| Agy Capacity | 20 | 16.20 | 18.20 | 16.00 | 15.80 |
| Program Structure | 55 | 43.70 | 48.80 | 37.70 | 38.70 |
| Budget & Justification | 20 | 16.80 | 16.80 | 16.20 | 14.80 |
| Format | 5 | 4.80 | 4.20 | 4.30 | 4.80 |
| Total | 100 | 81.50 | 88.00 | 74.20 | 74.20 |

| | | | | | |
|-----------------------------|---------|-------------------|-------------------|-------------------|-------------------|
| BUDGET REQUEST | Year 01 | 757,290.00 | 724,896.00 | 758,000.00 | 758,000.00 |
| | Year 02 | | | | |
| TOTAL BUDGET REQUEST | | 757,290.00 | 724,896.00 | 758,000.00 | 758,000.00 |
| BUDGET AWARDED | Year 01 | | | | |
| | Year 02 | | | | |
| TOTAL BUDGET AWARDED | | | 724,896.00 | | |

| | Name | Job Title | Dept/Agency | Qualifications |
|---|------------------|--------------------------|-----------------|---|
| 1 | Deirdre Dunn | Special Proj. Coord. | DPHS | All reviewers have between 5-30 years experience managing agreements with vendors for various DHHS and DPHS programs. Areas of specific expertise include Maternal and Child Health; Homeless and Housing; Substance Abuse Prevention and Treatment and public health infrastructure. |
| 2 | Pamela Sullivan | Youth Counselor | SYDC | |
| 3 | Bernie Bluhm | Prog. Planner/Rev. Spec. | Family Services | |
| 4 | Jim Shanellaris | Administrator 1 | BDAS-FBOU | |
| 5 | Rosemary Shannon | Administrator 1 | BDAS-CSU | |
| 6 | Michael Lawless | Prog. Spec./LADC | BDAS-CSU | |

Subject: Substance Abuse Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|--------------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Community Based Care Services Bureau of Drug & Alcohol Services | | 1.2 State Agency Address 105 Pleasant Street Concord, NH 03301 | |
| 1.3 Contractor Name National Council on Alcoholism and Drug Dependence/Greater Manchester | | 1.4 Contractor Address 101 Manchester Street Manchester, New Hampshire 03101 | |
| 1.5 Contractor Phone Number 603-625-6980 | 1.6 Account Number 010-095-5367-102-0734 | 1.7 Completion Date June 30, 2013 | 1.8 Price Limitation \$724,896.00 |
| 1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner | | 1.10 State Agency Telephone Number 603-271-6100 | |
| 1.11 Contractor Signature <i>Sharon Drake</i> | | 1.12 Name and Title of Contractor Signatory Sharon Drake, Executive Director | |
| 1.13 Acknowledgment: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>June 13, 2011</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Tillie H. McNulty</i> | | Tillie H. McNulty Justice Of The Peace my commission expires 4-15-14 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>Tillie H. McNulty Justice of the Peace</i> | | | |
| 1.14 State Agency Signature <i>Nancy L. Rollins</i> | | 1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jason C. Herrick</i> <i>Jason C. Herrick, Attorney</i> On: <i>27 Jun. 2011</i> | | | |
| 1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

8.1 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

NH Department of Health and Human Services

Exhibit A

Scope of Services

CONTRACT PERIOD: Date of G&C approval through June 30, 2013

CONTRACTOR NAME: National Council on Alcoholism and Drug
Dependence/Greater Manchester

ADDRESS: 101 Manchester Street
Manchester, NH 03101

Authorized Title: Sharon Drake, Executive Director

TELEPHONE: 603-625-6980

I. Provider Scope of Services

| Treatment Modality | # of Beds | # of RTE's | Location | Total Clients to be served during contract period (SFY2012 / SFY2013) |
|---|-----------|------------|------------|---|
| Clinically Managed Low Intensity Residential Treatment (CMLIRT) Halfway House for Men | 14 | N/A | Manchester | 70 / 70 |

The Contractor shall operate Transitional Living Program (TLP) Halfway House for men in the Manchester area. The transitional living program shall provide a sober, residential and therapeutic living environment for clients who require a residential level of care. This TLP is designed to bridge the gap from early recovery to client independence. Clients will obtain employment and contribute to the cost of their housing while in residence. This program is required to accept men on various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication assisted treatment for both co-occurring mental health disorders and substance use disorders.

II. MINIMUM REQUIRED SERVICES AND PERFORMANCE MEASURES

A. Minimum Required Services

1. Gender specific substance abuse treatment and other therapeutic interventions for men, which may address issues of relationships, sexual and physical abuse and parenting, while while in residence. The program shall also meet the following criteria: Clinically Managed Low Intensity Residential Services that shall offer low intensity treatment of substance related disorders and is directed toward applying recovery skills, preventing relapse, improving emotional functioning, promoting personal responsibilities and reintegrating the individual into work and family life, to include seeking employment with the goal of contributing to some portion of the cost of care. The Contractor shall insure that the program promotes and

encourages client and family participation in a recovery oriented system of care, which includes mutual support programs, such as 12 step programs, recovery coaches, and peer recovery support, life management skills (budgeting and vocational & employment skills). These services are provided in individual, group and, as appropriate, family therapy.

2. The Agency must have at least one Licensed, or Masters Licensed Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services.

B. Eligibility and Income Determination

1. The Contractor shall, for the purposes of this contract, limit the provision of counseling services to those individuals having been diagnosed as having a substance use disorder
2. Prescription medication, prescribed by a licensed medical practitioner, when taken as prescribed, shall not be the sole reason for exclusion into a residential program(s).
3. The Contractor shall establish a rate for its residential services subject to BDAS approval. In addition, the Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/09poverty.shtml>) and accept patients regardless of their ability to pay for services.

C. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Bureau of Drug and Alcohol Services (BDAS) expects the contractor shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

D. State and Federal Laws

1. The Contractor is responsible for compliance with all relevant local ordinances and state and federal laws and the most current proposed or formalized rules and regulations promulgated by DHHS, BDAS pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12, N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), also known as HIPAA.

3. The Contractor shall comply with He-A 300, Certification and Operation of Alcohol and Other Drug Disorder Treatment Programs, as applicable.

Contractors considering clinical or sociological research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Bureau of Drug and Alcohol Services prior to initiating any research related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the DHHS Committee on the Protection of Human Subjects under RSA 171- A:19-a.

E. Relevant Policies and Guidelines

1. The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.
2. Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
3. The Contractor shall not use any federal funds, if 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.
4. The Contractor shall not use any federal funds, if 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.
5. The Contractor shall, to the extent practicable and appropriate, admit any injection drug abuser who requests and is in need of treatment within seven (7) days after making the request.
6. The Contractor shall provide outreach activities as appropriate to encourage individuals in need of treatment for injection drug abuse to undergo such treatment.
7. The Contractor shall make all appropriate referrals needed by service applicants.
8. The Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services including screening, testing, counseling and referral for medical treatment.
9. For the purpose of providing the services described in Section II, A1, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and life safety codes.
10. The Contractor shall obtain written prior approval of BDAS before entering into any agreement concerning relocation of the service site.

F. Publications Funded Under Contract

1. The Contractor shall advertise and publicize the service to assure maximum awareness to the general public as well as other agencies. All materials, press releases, etc., either verbal or

written, shall contain the following statement: "This program is funded in whole or part by the New Hampshire Bureau of Drug and Alcohol Services."

2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from BDAS before printing, production, distribution, or use.

G. Subcontractors

1. If services required to comply with this exhibit are provided by a subcontracted agency or provider, BDAS must be notified in writing prior to initiation of the subcontract. In addition, all contractors are ultimately responsible for fulfilling all relevant requirements included in this exhibit, and insuring that subcontractors fulfill all relevant obligations under the subcontract.

H. Student Internships

Providers shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship. Contractors planning to use student interns to conduct research shall seek prior approval from BDAS for the research and all research instruments to be used.

III. Minimal Standards of Core Services

A. Service Requirements

1. Services specified under the Provider Scope of Services on page 1 shall adhere to the following standards based on the American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-related Disorders, most recent edition.
2. Clinically Managed Low Intensity Residential Services shall offer at least five (5) hours per week low intensity treatment of substance related disorders and is directed toward applying recovery skills, preventing relapse, improving emotional functioning, promoting personal responsibilities and reintegrating the individual into work and family life. These services are provided in individual, group and family therapy and typically are 3 months in length.
3. For all services specified in Section II, A1, on page 2, an individual client record shall be maintained that shall address all elements of a clinical case record as specified under the 12 Core Functions referenced in the rules of the New Hampshire Board of Licensing for Alcohol and other Drug Abuse Professionals He-C 600 Alcohol and Drug Abuse Counselor Licensure and He-A 300.
4. Record Keeping shall include at a minimum, a waiting list management plan and utilization of the Web Infrastructure for Treatment Services (WITS) electronic record and data reporting system for all admissions.

B. Staffing Provisions

Clinically Managed Low Intensity Residential services required by this Contract shall be provided by persons having the following minimum qualifications:

1. Possession of a degree of Bachelor of Social Work, or a Bachelor's Degree in any of the Behavioral Sciences, or graduate of a certified substance abuse program and a minimum of three (3) years supervised experience directly counseling one (1) or more of the classes of clients identified in this Exhibit.
2. Possession of a license, at a minimum, as a Licensed Alcohol and Drug Counselor (LADC) in the following ratio.
 - a. Staffing shall consist of minimally one (1) LADC counselor holding a license for every two (2) counselors who are non-licensed.
 - b. The Contractor shall meet this requirement no later than six (6) months after the inception date of the Contract.
 - c. Updated resumes, including current positions, of staff supported by funds provided through this Contract shall be forwarded to the BDAS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.
3. Without limiting the generality of the Provider Scope of Services on Page 1, the Contractor shall provide the following:
 - a. A minimum of one full-time (40 hours/week) MLADC/Program Director on site each day of the week during primary treatment hours with five years minimum experience in directing clinical programs.
 - b. One part-time (20 hours/week) LADC substance abuse counselor shall have a bachelor's degree in counseling, social work/clinical psychology or related field, Licensure as an Alcohol and Drug Abuse Counselor, and two years minimum experience in clinical programs required.
 - c. One part-time (20 hours/week) Psycho-educational Instructor shall have a Bachelor's Degree or equivalent experience required as well as previous experience in group education.
 - d. One full-time Case Manager intake/admission coordinator on site weekdays. The intake/admission counselor shall have a bachelor's degree or equivalent experience required in social work, psychology, or guidance or equivalent with one (1) year's work experience in the field of social work with previous case management experience, assisting clients with employment, finances, healthcare and benefits, etc..
 - e. One part-time (20 hours/week) Case Manager The intake/admission counselor shall have a bachelor's degree or equivalent experience required in social work, psychology, or guidance or equivalent with one (1) year's work experience in the field of social work with previous case management experience, assisting clients with employment, finances, healthcare and benefits, etc..
 - f. One full-time (40 hours/week) 2nd Shift House Manager, 3-5 years related work experience required, proficiency in customer service, computer and communication skills, responsible for general house tasks and overseeing smooth operations of the house.
 - g. One full-time (40 hours/weekdays) 3rd Shift Live-In House Manager, 3-5 years related work experience required, proficiency in customer service, excellent computer and communication skills, responsible for general house tasks and overseeing smooth operations of the house.
 - h. One part-time (16 hours/weekend) 3rd Shift House Manager, 3-5 years related work

experience required, proficiency in customer service and communication skills, responsible for general house tasks and overseeing smooth operations of the house.

- i. One part-time Cook to shop, cook evening meals weekdays with client involvement and previous cooking experience required.
 - j. One part-time (10 hours/week) Bookkeeper with accounting, billing, rent collection, small claims, entry for payables and financial analysis skills as required.
 - k. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields
- l. Facility shall be operated 24 hours a day, 7 days a week.

C. Staffing Changes

BDAS shall be notified of changes in key personnel with updated resumes submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires

The Contractor shall notify the BDAS 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. A resume of the employee shall accompany this notification.

2. Vacancies

The Contractor must notify BDAS in writing if any positions funded under this contract are vacant for more than one month. This shall be done through the monthly reimbursement process and via email notification to the provider's contract manager. In addition, BDAS must be notified immediately if there is not adequate staffing to perform all required services of this contract.

D. Meetings and Trainings

The Contractor shall attend trainings and/or meetings as required by BDAS.

E. Performance Measures

1. The Contractor shall provide continuing education opportunities for its employees in accordance with He-A 300.
2. Any Contractor failing to perform at sixty percent (60%) occupancy for four (4) consecutive months may be subject to Contract termination. Financial entitlement for that Contract period will be based on rate of performance.

3. Any Contractor not performing for a period of three (3) consecutive months at eighty-five percent (85%) occupancy may have their funding reduced to their level of performance.
4. Contractors performing at occupancy over one hundred percent (100%) will not be reimbursed at a higher rate.
5. The performance measures for this contract shall be:
 - a. Percent of clients completing treatment
 Baseline = statewide average:
 Residential treatment: 64%
 - b. Percent of clients abstinent from drugs and/or alcohol at discharge.
 Baseline = statewide average:
 Residential treatment: 93%

The Contractor is expected to meet or exceed these percentages as measured by the web based infrastructure treatment system, averaged over the course of the contract year.

F. Waiting List Reporting System (WLRS)

The Contractor shall maintain a waiting list that includes a unique patient identifier and includes information on the date(s) of request(s) for admission to treatment, any referrals made to treatment services, and status of clients on the waiting list.

G. Data and Reporting Requirements

1. On or before the tenth (10th) business day of the month following the month in which a cost was incurred, all required reports shall be delivered by the Contractor to BDAS. BDAS may withhold, in whole or in part, any Contract payment for the ensuing Contract period until the Contractor submits the above reports to BDAS' satisfaction, unless a waiver has been granted.
2. The Contractor shall comply with all research and/or information systems development activities conducted by, or authorized by, BDAS.
3. The Contractor shall administer any client surveys, client assessments and/or client treatment outcome instruments required by BDAS.
4. The Contractor must have the ability to communicate and submit required reports via e-mail.
5. Critical Incident Reporting: BDAS contractors shall report all critical incidents to the BDAS Clinical Services Administrator immediately via telephone. Every effort shall be made to reach appropriate BDAS staff directly. If a voice message is necessary, sufficient contract information shall be provided so that BDAS is able to reach the reporter, or other responsible staff, immediately.

A critical incident shall include, but not be limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) staff/employee to

Contractor Initials: SD
 Date: 6/13/2011

youth or client, 2) youth to youth, or 3) client to client. The telephone report shall contain sufficient detailed information such as a name, date of birth, date of client admission or date of employment, a summary of the incident, and the immediate corrective action taken.

Additionally, death, or any serious injury or medical emergency regarding staff or clients, that requires emergency medical attention (EMT or other emergency personnel onsite, or a hospital emergency room visit), or any crime reportable to law enforcement or any other serious incident must also be reported to BDAS as described above. This would include incidents that occur while a client is on leave or on a pass from the program, and may be off site at the time the incident occurred.

A written report shall be submitted to the BDAS Clinical Services Unit Administrator within 24 hours of the telephone report. The BDAS contractor will provide any other information as requested by BDAS.

- All BDAS contractors, including SAPT Block Grant and discretionary grant recipients of Center for Substance Abuse Treatment (CSAT) will be required to report on all SAMHSA National Outcome Measures.

SAMHSA's National Outcome Measures (NOMs):

| DOMAIN | OUTCOME | SUBSTANCE ABUSE TREATMENT MEASURES |
|----------------------------------|---|--|
| Abstinence | Abstinence from alcohol/drug use | Reduced/no change in frequency of use at last versus first date of service |
| Employment Education | Increased/retained employment Return to/stay in school | Increase/no change in number employed or in school at date of last versus first service |
| Crime and Criminal Justice | Decrease criminal justice involvement | Reduced/no change in number of arrests in past 30 days from date of first service and last service |
| Stability in Housing | Increased stability in housing | Increased/no change in number of clients in stable housing between date of first and last service |
| Access/Capacity | Increased access to services (capacity) | Unduplicated count of persons served; penetration rate – numbers served compared to those in need. |
| Retention | Increase retention in substance abuse treatment | Length of stay between date of first and last service and unduplicated count of persons served. |
| Social Connectedness | Increased social supports/connections | Under development |
| Perception of Care | Client perception of care | Under development |
| Cost Effectiveness | Cost effectiveness (average cost) | Number of states providing substance abuse treatment within approved cost per person by the treatment type |
| Use of Evidenced-Based Practices | Use of Evidenced-Based Practices | Under development |

F. On-site reviews

1. The Contractor shall allow a team or person authorized by the Bureau of Drug and Alcohol Services to periodically review the contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews on site as well as reviews of electronic information entered into WITS, to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not provided in accordance with this exhibit. BDAS shall specify the nature of corrective actions necessary to ensure compliance and state a specific time period in which to accomplish these actions.

SD
6/13/2011

NH Department of Health and Human Services

Exhibit B
Purchase of Services
Contract Price

CONTRACT PERIOD: Date of G&C approval through June 30, 2013

CONTRACTOR NAME: National Council on Alcoholism and Drug Dependence/Greater
Manchester

ADDRESS: 101 Manchester Street
Manchester, NH 03101

Authorized Title: Sharon Drake, Executive Director
TELEPHONE: 603-625-6980

Vendor #177265 B001

Appropriation #010-095-5367-102-0734

Job #95845367

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed: \$357,111.00 for SFY 2012 and \$367,785.00 for SFY2013 for substance abuse prevention and treatment services funded from 100% General Funds.

TOTAL: \$724,896.00

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
4. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
5. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
6. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

Exhibit C Special Provisions

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Agreement shall be used only as payment to the Contractor for services provided to eligible individuals and in the furtherance of the aforesaid covenants the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, 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 make available to the Department all forms and documentation regarding eligibility determinations which the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for Services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for Services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Agreement, nothing contained shall be deemed to obligate or require the Department to purchase Services hereunder at a rate which reimburses the Contractor in excess of the Contractor's Costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such Service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Agreement 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 fundors, the Department may elect to:
 - 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs;
 - 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the

eligibility of individuals for Services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for Services provided to any individual who is found by the Department to be ineligible for such Services at any time during the period of retention of records established herein.

Records: Maintenance, Retention, Audit, Disclosure, and Confidentiality:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Provider covenants and agrees to maintain the following records during the Program Period:
- 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all Costs and other expenses incurred by the Provider in the performance of the Agreement, and all income received or collected by the Provider during the Program Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such Costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 9.2 **Statistical Records:** Program statistical and enrollment, attendance, or visit records for each recipient of Services during the Program Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient).
- 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services;
10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. The Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after June 30, 1999.
- 10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials 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 directed connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.
12. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of

this (report, document, etc.), was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)”

13. **Debarment, Suspension and Other Responsibility Matters:** If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

14. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

(1) The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

(2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

15. **Renewal:**

As referenced in the Request for Proposal, Renewals Section, this Agreement has the option to renew for 2 additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council.

16. **Subparagraph 4 of the General Provisions of this contract (P-37), Conditional Nature of Agreement, is amended as follows:**

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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

17. Early Termination

- 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.
- 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.
- 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.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service 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.
- 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

NH Department of Health and Human Services

Standard Exhibit D

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 to 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 5151-51-5160 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 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 certification 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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

Contractor Initials: SD
Date: 6/13/2011

- (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (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
 - (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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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.

National Council on Alcoholism and Drug Dependence / Greater Manchester

Contractor Name

From: Date of G&C Approval To: June 30, 2013

Period Covered by this Certification

Sharon Drake, Executive Director

Name and Title of Authorized Contractor Representative

Sharon Drake

6/13/2011

Contractor Representative Signature

Date

NH Department of Health and Human Services

Standard Exhibit E

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):

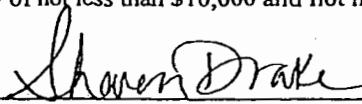
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: July 1, 2011 or date of G&C Approval, whichever is later, through June 30, 2013.

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Contractor Signature

Executive Director
Contractor's Representative Title

National Council on Alcoholism and Drug Dependence / Greater Manchester
Contractor Name

6/13/2011
Date

Contractor Initials: SD
Date: 6/13/2011

NH Department of Health and Human Services

Standard Exhibit F

**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:

i. 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 transition," "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 rule 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 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 Transaction", "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.

a. PRIMARY COVERED TRANSACTIONS

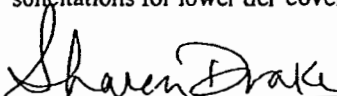
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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 1 b of this certification; and
 - d. 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.
2. 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

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:

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.
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).

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 Signature

Executive Director

 Contractor's Representative Title

National Council on Alcoholism and Drug Dependence / Greater Manchester

 Contractor Name

6/13/2011

 Date

Contractor Initials: SD
 Date: 6/13/2011

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Sharon Drake

Contractor Signature

Executive Director

Contractor's Representative Title

National Council on Alcoholism and Drug Dependence / Greater Manchester

Contractor Name

6/13/2011

/Date/

NH Department of Health and Human Services

STANDARD EXHIBIT H

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 Signature

Executive Director

Contractor's Representative Title

National Council on Alcoholism and Drug
Dependence / Greater Manchester

Contractor Name

6/13/2011
Date

NH Department of Health and Human Services

Exhibit B
Purchase of Services
Contract Price

CONTRACT PERIOD: Date of G&C approval through June 30, 2013

CONTRACTOR NAME: National Council on Alcoholism and Drug Dependence/Greater Manchester

ADDRESS: 101 Manchester Street
Manchester, NH 03101

Authorized Title: Sharon Drake, Executive Director
TELEPHONE: 603-625-6980

Vendor #177265 B001

Appropriation #010-095-5367-102-0734

Job #95845367

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed: \$357,111.00 for SFY 2012 and \$367,785.00 for SFY2013 for substance abuse prevention and treatment services funded from 100% General Funds.

TOTAL: \$724,896.00

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
4. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
5. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
6. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

Exhibit C Special Provisions

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Agreement shall be used only as payment to the Contractor for services provided to eligible individuals and in the furtherance of the aforesaid covenants the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, 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 make available to the Department all forms and documentation regarding eligibility determinations which the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for Services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for Services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Agreement, nothing contained shall be deemed to obligate or require the Department to purchase Services hereunder at a rate which reimburses the Contractor in excess of the Contractor's Costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such Service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Agreement or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such Costs, or has received payment in excess of such Costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs;
 - 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the

eligibility of individuals for Services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for Services provided to any individual who is found by the Department to be ineligible for such Services at any time during the period of retention of records established herein.

Records: Maintenance, Retention, Audit, Disclosure, and Confidentiality:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Provider covenants and agrees to maintain the following records during the Program Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all Costs and other expenses incurred by the Provider in the performance of the Agreement, and all income received or collected by the Provider during the Program Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such Costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Program statistical and enrollment, attendance, or visit records for each recipient of Services during the Program Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient).

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. The Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after June 30, 1999.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials 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 directed connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of

this (report, document, etc.), was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)”

13. **Debarment, Suspension and Other Responsibility Matters:** If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

14. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

15. **Renewal:**

As referenced in the Request for Proposal, Renewals Section, this Agreement has the option to renew for 2 additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council.

16. **Subparagraph 4 of the General Provisions of this contract (P-37), Conditional Nature of Agreement, is amended as follows:**

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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

17. Early Termination

- 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.
- 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.
- 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.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service 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.
- 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

NH Department of Health and Human Services

Standard Exhibit D

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 to 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 1 – 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantees 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.

National Council on Alcoholism and Drug Dependence / Greater Manchester

Contractor Name

From: Date of G&C Approval To: June 30, 2013

Period Covered by this Certification

Sharon Drake, Executive Director

Name and Title of Authorized Contractor Representative

Sharon Drake

6/13/2011

Contractor Representative Signature

Date

NH Department of Health and Human Services

Standard Exhibit E

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):

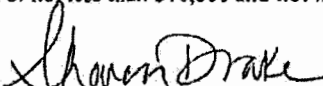
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: July 1, 2011 or date of G&C Approval, whichever is later, through June 30, 2013.

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Contractor Signature

Executive Director
Contractor's Representative Title

National Council on Alcoholism and Drug Dependence / Greater Manchester
Contractor Name

6/13/2011
Date

Contractor Initials: SD
Date: 6/13/2011

Standard Exhibit F

**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:

i. 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "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.

a. PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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 1.b of this certification; and
 - d. 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.
2. 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

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:

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.
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).

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.

Sharon Drake
Contractor Signature

Executive Director
Contractor's Representative Title

National Council on Alcoholism and Drug Dependence / Greater Manchester
Contractor Name

6/13/2011
Date

Contractor Initials: SD
Date: 6/13/2011

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Sharon Drake Executive Director
Contractor Signature Contractor's Representative Title

National Council on Alcoholism and Drug Dependence / Greater Manchester 6/13/2011
Contractor Name /Date/

NH Department of Health and Human Services

STANDARD EXHIBIT H

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 Signature

Executive Director

Contractor's Representative Title

National Council on Alcoholism and Drug
Dependence / Greater Manchester

Contractor Name

6/13/2011
Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Division of Community Based Care Services
The State Agency Name

NCADD/Greater Manchester
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Sharon Drake
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Sharon Drake
Name of Authorized Representative

Associate Commission
Title of Authorized Representative

Executive Director
Title of Authorized Representative

6/24/11
Date

6/13/2011
Date

LICENSE FOR USE OF PREMISES

This agreement is made this 13th day of June, 2011 by and between the State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, New Hampshire 03301, referred to as the "Licensor" and National Council on Alcoholism and Drug Dependence/Greater Manchester, 101 Manchester Street, Manchester, NH 03105, referred to as the "Licensee".

WHEREAS:

1. The Tirrell House, located in Manchester, New Hampshire is a halfway house/Transitional Living Program (TLP) for men with a minimum capacity of 14 beds. This program serves approximately 70 clients per year. The Transitional Living Program provides a sober, residential, and therapeutic living environment for clients who are in early recovery from alcohol and other drug problems that require a residential level of care. The Transitional Living Program is a community-based sober living experience for 14 adult men in the Manchester community. This TLP is designed to bridge the gap from early recovery to independence while giving TLP clients an opportunity to learn to live a life characterized by personal accountability as they contribute towards building a foundation for continued long-term sobriety. Individuals in the program are expected to find employment, set aside funds for future independent living, and contribute to the cost of their stay at the program. In addition, clients receive individual and group counseling as necessary to support their continued recovery. The typical duration of the program is ninety days. The TLP operates 24 hours per day, 7 days a week and 52 weeks per year.
2. Licensee must comply with NH Administrative Rules He-A 300 Certification and Operation of Alcohol and Other Drug Disorder Treatment Programs and all other licensing and staffing requirements.
3. The Tirrell House is located at 15 Brook Street, Manchester, New Hampshire 03103.
4. The Licensor finds the arrangement very beneficial, continuing to provide health and human services for those in need within the state of New Hampshire by providing the Transitional Living Program. For reasons of maximizing resources, the Department found it financially feasible to outsource the Transitional Living Program function.

NOW THEREFORE;

- A. The parties agree that the Licensee be allowed the common use of its Tirrell House at 15 Brook Street in Manchester for the purpose of providing diagnosis and evaluation, service coordination, community living arrangements, employment and day services, and programs designed to enhance personal and social competence under the terms and conditions set forth below.
- B. The Licensee shall further have the right to use onsite parking lot. No reserved parking is provided as part of this Agreement.
- C. This Agreement shall commence upon Governor and Executive Council approval, and shall terminate June 30, 2013 or unless earlier terminated by either party as provided hereunder. If Governor and Executive Council approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. This License shall run coterminous with the Department of Health and Human Services' contract for the Transitional Living Program (TLP), should the TLP Contract be

Initials: SD
Date: 6/13/2011

terminated for any reason, this document shall become null and void, with no further obligation or recourse to either party.

This Agreement is granted subject to the following conditions:

- I. The use and occupation of the Tirrell House shall be at the expense of the Licensee. The Licensor is responsible to maintain and repair the roof, boiler, plumbing systems, and electrical systems. Licensee is responsible for all repairs due to wear or negligence on the part of the Licensee, its employees, assignees, or guests.
 - a. At a payment by the Licensee of \$1.00 per year, due and payable to the Licensor on the first day of the commencement of the Term. The total amount of rent due under this agreement is \$2.00.
 - b. Subject to the general supervision and approval of the Licensor and;
 - c. Subject to such rules and regulations as the Licensor may prescribe from time to time.
- II. The Licensee has inspected and knows the condition of the Tirrell House. It is understood and agreed that the Tirrell House is in an "as is" condition without any representation or obligations on the part of the Licensor to make any alterations, repairs or improvements.
- III. The Licensee responsible for all utilities. Electricity, heating oil, water, and sewer to be billed directly to Licensee.
- IV. The Licensee shall provide grounds services.
- V. The Licensee shall be responsible for janitorial services, snow removal, and waste disposal.
- VI. The Licensee shall be responsible for all necessary furniture, fixtures, and equipment necessary to provide services for the Tirrell House.
- VII. The Licensee will protect, repair and maintain the Tirrell House in good order and condition at their expense and without costs or expense to Licensor. The Licensee shall exercise due diligence in protecting the Tirrell House against damage or destruction by fire, vandalism, theft or other causes.
- VIII. The Licensee shall, at their own expense, promptly repair or replace to the satisfaction of the Licensor, property damaged or destroyed by the Licensee or guests, incident to its exercise of the privileges granted. Alternatively, if required by the Licensor, the Licensee shall pay the Licensor money in the amount sufficient to compensate for the loss sustained by the Licensor for damage to or destruction of the Tirrell House.
- IX. No addition to or alterations or improvement of the Tirrell House shall be made without prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed. Such written request must fully define the proposed scope of work, name the vendor(s), contractor(s), and detail any and all work requiring integration with the buildings' mechanical systems or are structural in nature. The Licensor reserves the right to define means, methods, materials, and specific contractors to be utilized in performing the work. Any required engineering fees, testing or certificates shall be at the sole expense of the Licensee.
- X. The Licensee 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 Licensee discover any violations, Licensee to report these violations immediately to the Licensor. The

Initials: SD
Date: 6/13/2011

Licensee 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.

- XI. 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 Licensee shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.
- XII. The Licensor 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 Licensee; or from damage to their property, or damage to the property, or injuries to the persons of the Licensee 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.
- a. The Licensee 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 of the Tirrell House. The Licensee expressly waives all claims against the Licensor 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.
 - b. The Licensee agrees, to indemnify, save, hold harmless and defend the Licensor 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 Agreement and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the Licensee giving rise to liability to the Licensor 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.
 - c. During the term and any extension thereof, the Licensee shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described 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. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Licensor no less than ten (10) days prior written notice of cancellation or modification of the policy. The Licensee shall deposit with the Licensor certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Licensee shall furnish the Licensor with

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certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

- d. Workers Compensation Insurance: To the extent the Licensee is subject to the requirements of NH RSA chapter 281-A, Licensee 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. The Licensee shall furnish the Licensor 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 Licensor shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Licensee, or any subcontractor of the Licensee, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

XIII. On or before the expiration date of this Agreement, or within ten (10) business days after its revocation by the Licensor, or relinquishment by the Licensee, the Licensee shall vacate the Tirrell House and shall, remove all their personal property and restore the Tirrell House to a condition satisfactory to the Licensor, damages beyond the control of the Licensee and due to ordinary wear and tear excepted. If the Licensee shall fail or neglect to remove their personal property and so restore the Tirrell House, then at the option of the Licensor, such property shall either become property of the Licensor without compensation therefore, or the Licensor may cause property to be removed and the Tirrell House to be so restored at the expense of the Licensee, and no claim for damage against the Licensor or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

XIV. This Agreement is effective only insofar as the rights of the Licensee in the Tirrell House involved are concerned, and the Licensee shall obtain such permission as may be necessary on account of any other existing rights.

XV. This Agreement shall not be transferred or assigned.

XVI. No notice, order, direction, determination, requirement consent, and/or approval 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, if to the Licensor:

Licensor
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857
Attn: David S. Clapp

and if to the Licensee to:

Licensee
National Council of Alcoholism and Drug Dependence/Greater Manchester
101 Manchester Street
Manchester, NH 03105
Attn: Sharon Drake, Executive Director

Initials: SD
Date: 6/13/2011

- XVII. The Licensee shall not discriminate against any person or persons or exclude any persons from participation in the Licensee's operations, program, or activities conducted at the Tirrell House because of race, color, age, sex, handicap, national origin, or religion. The Licensee, by acceptance of this Agreement, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 200d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Licensor of Defense Directive 5500.11, May 271, 1971, as amended 32 CFR pt 300) will be complied with.
- XVIII. This Agreement, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is construed according to the laws of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed and approved by the Licensor and the Licensee.
- XIX. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- ~~XX. The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.~~
- XXI. Notwithstanding paragraph C above, either party may terminate this Agreement upon sixty (60) days prior written notice to the other at the above address. The Licensee understands and acknowledges that this Agreement allows only temporary use of the Tirrell House.

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IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

LICENSOR: The State of New Hampshire, acting through its' Department of Health and Human Services

Authorized by: (full name and title) David S. Clapp
David S. Clapp, Bureau Chief, BFAM

LICENSEE (full name of corporation, LLC or individual) National Council on Alcoholism and Drug Dependence/Greater Manchester

Authorized by: (full name and title) Sharon Drake
Signature

Print: Sharon Drake, Executive Director
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF:

New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) June 13, 2011, appeared

before me (print full name of notary) Tillie H. McNulty, Lillie P. McNulty the undersigned officer
personally appeared (insert Licensee's signature) Sharon Drake Justice Of The Peace
who acknowledged him/herself to be (print officer's title, and the name of the corporation) Executive Director, NCADD Gte. Manchester my commission expires
4-15-14

and that as such Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

APPROVALS:

Approved by the Department of Justice as to form, substance and execution:

Approval date: 27 June 2011

Approval Attorney: J. P. Herrick
Vanessa P. Herrick, Attorney

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Initials: SD
Date: 6/13/2011

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|------------------|-------------------|----------|---------------------------|--------------------------------|
| Sharon Drake | CEO | \$54,621 | * | \$0 |
| Dominic Donahue | Clinical Director | \$48,750 | ** | \$9,263 |
| Kristin Franklin | Controller | \$40,500 | 25% | \$10,125 |
| | | | | |
| | | | | |

*included in overhead rate, not charged directly to contract.

**salary generally included in overhead rate, not charged directly to contract. Portion that is charged to contract is for 1:1 and group counseling work with clients.